



# SINDH HEALTHCARE COMMISSION

## Quality Care for All

### NOTIFICATION CONSTITUTION OF PROCUREMENT COMMITTEE

No: 1584-A /SHCC/CEO/2024

Dated: 19<sup>th</sup> September, 2024

1. The CEO has been pleased to appoint below mentioned members to procurement committee, which is being constituted for tender preparation, opening, bid evaluation and to recommend award of work to successful bidder as per SPPRA Rule-07 & 08 Act 2009 with rules 2010 (amended 2020), for Sindh Healthcare Commission (FY 2024-25) against the rule 52 of The Commission Regulation 2017.

a. **Dr. Altaf Hussain Khawaja** Chairman

Director Licensing & Accreditation  
Sindh Healthcare Commission

b. **Majid Khan** Member

Assistant Director Monitoring & Evaluation  
Sindh Healthcare Commission

c. **Dr. Tahir Hussain** External Member

Assistant Professor  
Dawood University of Engineering & Technology

2. **Function of Procurement committee and shall be responsible for:**

- i. Preparing and/or Reviewing bidding documents
- ii. Carrying out technical as well as financial evaluation of the bids.
- iii. Preparing evaluation report as provided in SPPRA rule 45.
- iv. Making recommendations for the award of contract to the competent authority; and
- v. Perform any other function ancillary and incidental to the above.

Dr. Ahson Qavi Siddiqi  
Chief Executive Officer  
Sindh HealthCare Commission

**Copy to:**

- 1 Dr. Altaf Hussain Khawaja, Director L&A, SHCC
- 2 Dr. Tahir Hussain, Director FAD, DUET
- 3 Mr. Majid Khan, Assistant Director M&E, SHCC
- 4 Office File
- 5 PA to CEO

**HEAD OFFICE:** 2nd Floor, Block C, FTC Building, Shahrah-e-Faisal, Karachi.

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**HYDERABAD**  
Bungalow No. A-51,  
Unit No 3, Latifabad,  
Auto Bhan, Hyderabad  
Ph: 022-3823080

**SHAHEED BENAZIRABAD**  
1st Floor, Abdullah Ajiaz Chamber,  
Kutcheri Road, Near Askari Bank,  
Nawabshah. Ph: 024-4360414

**MIRPURKHAS**  
Bungalow No. 100, Hussain  
Town Behind National Bank,  
Mirpurkhas Ph: 0233-920236

**KHAIRPUR MIRS**  
Talpur Colony, DHO Office,  
Khairpur.  
Ph: 0243-9280136

**SUKKUR**  
Bungalow No. A-177, Sindhi  
Co-Operative Housing Society,  
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**GHOTKI**  
D.C Complex District Ghotki  
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**LARKANA**  
Bungalow No. A-32,  
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**SINDH HEALTHCARE COMMISSION**  
Quality Care for All

**SINDH HEALTHCARE COMMISSION**  
**Extract of Procurement Plan 2024-25**  
**Financial Year 2024-25**

December 6, 2024

Ref No. SHCC/DHR&A/Wood-Work/002

S No.	Procurement Description	Quantity (Where Applicable)	Estimated Unit Cost (where applicable)	Estimated Total Cost	Funds Allocated	Source of Funds	Proposed Procurement Procedure	Proposed Procurement Method	Tentative Timing of Procurement	Remarks
1	Construction of wooden cubicles, Cupboards, partitions and glass partitions	1	PKR 3,000,000	PKR 3,000,000	Available	Non-ADP	Single Stage- One Envelope	National Bidding	2 <sup>nd</sup> Quarter	Funds are available

Ahson Qavi Siddiqi  
Chief Executive Officer  
Sindh Healthcare Commission

## Tender Document

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# PROCUREMENT OF CONSTRUCTION OF WOODEN CUBICLES, CUPBOARDS, PARTITION & GLASS PARTITION

**REF # SHCC/DHR&A/WOODWORKS/002**

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**Sindh Healthcare Commission (SHCC)**

02<sup>nd</sup> Floor, Block C, FTC Building, Shara e Faisal,

Karachi, Pakistan

Phone: (+ 92) (21) (38656000), UAN: 021-111-117-422

URL: [www.shcc.org.pk](http://www.shcc.org.pk)



**Important Note:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Document at the later stages during tender process.

**Applicability of Sindh Procurement Rules, 2009**

This Bidding Process will be governed under Sindh Procurement Rules, as amended from time to time and instructions of the Government of Sindh received during the completion of the project

## **1. Invitation to Bid**

### **1.1 SPPRA Rules to be followed**

Sindh Public Procurement Rules will be strictly followed. These may be obtained from SPPRA's website:

<http://www.pprasindh.gov.pk/SPPRARulesAmended201015072022.pdf>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Sindh Public Procurement Rules.

### **1.2 Mode of Advertisement(s)**

This Tender is being placed online at SPPRA's website on E-PADS Portal & also at the website of Procuring Agency i.e. Sindh Healthcare Commission. The bidding document carrying all details can be downloaded from SHCC's website <http://www.shcc.org.pk> and from SPPRA's website <https://portalsindh.eprocure.gov.pk/#/> for information only. All prospective bidders are required to register themselves with the PPRA SINDH EPADS, SHCC at above given address. The bidding document can be acquired from Sindh Healthcare Commission, 2<sup>nd</sup> floor, Block C, FTC Building, Shara e Faisal, Karachi between 9am to 5pm against the tender fee of Rs. 3,000/- in shape of CDR/Call Deposit in favor of Sindh Healthcare Commission, otherwise the bid will stand rejected.

### **1.3 Type of Open Competitive Bidding**

As per Rule 46(1), Single Stage - One Envelope Procedure shall be followed. Bid found to be the **Most Advantageous Bid or Best Evaluated Bid** shall be accepted.

## **2. Bidding Details (Instruction to Bidders)**

All bids must be accompanied by Earnest Money/ Bid Security (As per provisions on clause “Earnest Money/ Bid Security” of this document) in favor of “**Sindh Healthcare Commission**”. The bids along with Earnest Money/ Bid Security, Tender Forms, Affidavits, etc., must be submitted through **SPPRA E-PADS** on **23<sup>rd</sup> December, 2024 before 11:00 am**. The bids will be publicly opened in the Committee Room of Sindh Healthcare Commission, 02<sup>nd</sup> Floor, Block C, FTC Building, Shara e Faisal, Karachi on same date at 11:30 am.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the cubicle, cupboard and partition design must be received in writing to the Procuring Agency within five working days from the date of Tender advertisement. Any query received after five working days shall not be entertained. All queries shall be responded to within due time. SHCC will host a **pre-bid meeting on 11<sup>th</sup> December, 2024 at 11:00 am**, at SHCC premises (02<sup>nd</sup> Floor, Block C, FTC Building, Shara e Faisal, Karachi).

**The bidder must submit bids for each item individually.** Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. **Alternative bids will not be considered.** The attention of bidders is drawn to the provisions of Clause on “**Determination of Responsiveness of Bid**” and “**Rejection/Acceptance of the Bid**”, for making their respective bids substantially responsive to the requirements of the Bidding Document.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

### **Primary Contact**

Assistant Director (Procurement & Logistics), SHCC, Karachi  
**Email:** [ad.pl@shcc.org.pk](mailto:ad.pl@shcc.org.pk)  
02<sup>nd</sup> Floor, Block C, FTC Building,  
Shara e Faisal, Karachi, Pakistan.

### **Secondary Contact**

Director HR & Admin, SHCC, Karachi  
**Email:** [dhr&a@shcc.org.pk](mailto:dhr&a@shcc.org.pk)  
02<sup>nd</sup> Floor, Block C, FTC Building,  
Shara e Faisal, Karachi, Pakistan.

**Important:**

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

- The Procuring Agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- As authority competent to accept the tender, the Procuring Agency reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.
- Failure to supply required items/services by the successful bidder within the specified time period will invoke penalty on successful bidder as specified in this document.

## TERMS AND CONDITIONS OF THE TENDER

### 3. Definitions

In this document, the following terms shall be interpreted as indicated hereunder:

1. "Bid" means a tender, or an offer by a person, Successful Bidder, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by a Procuring Agency.
2. "Bidding Documents" means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner.
3. "Bidding Process" means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract.
4. "Contract" means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities
5. "Successful Bidder" means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;
6. "Government" means the Government of Sindh.
7. "Procuring Agency/ Purchaser" means, Sindh Healthcare Commission.
8. "Supplier" means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract.
9. "Services" means any object of procurement other than goods or works, and includes consultancy services;
10. "Response Time" means, the period starting from the first date of issuance of bidding documents up to last date of issuance of bidding documents."
11. "Lowest Evaluated Bid" means a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document, having lowest evaluated cost;"

### 4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

## **5. Notice**

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Successful Bidder, the Purchaser and the Client, the same shall be:

- 5.1.1 in writing;
- 5.1.2 issued within reasonable time;
- 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

## **6. Tender Scope**

6.1 Sindh Healthcare Commission (SHCC), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for **CONSTRUCTION OF WOODEN CUBICLES, CUPBOARDS, PARTITION & GLASS PARTITION.**

## **7. Tender Eligibility**

7.1 Eligible Bidder is a Bidder who:

- 7.1.1 has a registered office in Sindh specifically in Karachi;
- 7.1.2 has required relevant experience at least 3 projects of similar nature (attach Purchase/work order);
- 7.1.3 registered with FBR & SRB.
- 7.1.4 Turn-over of at least three years. (At least 1 million each year)
- 7.1.5 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.1.6 Goods and Services can only be supplied / sources / routed from "origin" in "eligible" member countries.
  - a. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
  - b. "origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

## **8. Tender Cost**

The Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

## **9. Joint Venture**

Joint venture or partnership firms are not eligible for this tender. Only those companies which are validly registered with FBR & SRB.

## **10. Examination of the Tender Document**

The Bidder is expected to examine the Tender Document, including all instructions and terms and conditions.

## **11. Clarification of the Tender Document**

The prospective bidders may solicit clarification of the Tender Document, within 05 working days of advertisement of tender in writing. The clarification and its replies will be shared with all prospective bidders.

## **12. Amendment of the Tender Document**

- 12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Bidders.
- 12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **13. Preparation / Submission of Tender**

- 13.1 The Bidder is allowed to bid one or multiple items in the same tender.
- 13.2 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Purchaser, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative.
- 13.4 Documentation
  - 13.4.1 Covering letter duly signed and stamped by authorized representative.
  - 13.4.2 Evidence of eligibility of the Bidder and the Goods
  - 13.4.3 Undertaking and Evidence that the quoted Goods are genuine, brand new, non-refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials
  - 13.4.4 The Successful Bidder's financial capacity to mobilize and sustain the work and Services is imperative. In the Proposal, the Bidder is required to provide information on its Bank statement.
  - 13.4.5 The statement must be signed by the authorized representative of the Bidder.
  - 13.4.6 Valid Registration Certificate with FBR & SRB.
  - 13.4.7 Income Tax & Sales Tax Returns for the last three tax years
  - 13.4.8 Price Schedule (Annexure-A)
  - 13.4.9 Earnest Money (As per provisions of the clause "Earnest Money" of this document)

13.5 The Bidder shall submit their bids, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, on the **PPRA SINDH EPADS portal before deadline**.

13.6 This is made obligatory to affix authorized signatures with official seal on all documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder. Noncompliance with the same will cause the rejection of bid at the time of opening.

#### **14. Tender Price**

14.1 The quoted price shall be:

14.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e not subject to variation / escalation;

14.1.2 in Pak Rupees;

14.1.3 inclusive of all taxes, duties, levies, insurance (if necessary), and freight, etc.

14.2 If not specifically mentioned in the Bid(s), it shall be presumed that the quoted price is as per the above requirements.

14.3 Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

14.4 Each cost should be identified as installation (one time) or monthly/quarterly/yearly (recurring) for any other equipment rental or any support of operation services thereof.

14.5 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately.

#### **15. Earnest Money/ Bid Security**

15.1 The Bidder shall furnish the Earnest Money/ Bid Security as under:

15.1.1 In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser/Procuring Agency;

15.1.2 for a sum equivalent to 2% of the total bid value;

15.1.3 denominated in Pak Rupees;

15.1.4 Submitted at the SPPRA E-PADS portal in soft copy before the submission date and time as well as in hard copy in a sealed envelope before the submission date and time set out in this tender document.

15.1.5 have a minimum validity period of (90) ninety days from the last date for submission of the Tender, or until furnishing of the Performance Security, whichever is later.

15.2 The proceeds of the Earnest Money/ Bid Security shall be forfeited, on the occurrence of any / all of the following conditions:

15.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or

15.2.2 If the Bidder does not accept the corrections of his Total Bid Price; or

- 15.2.3 If the Bidder, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 15.3 The Earnest Money/ Bid Security shall be returned to the unsuccessful Bidder after award of contract to the successful bidder. The Earnest Money/ Bid Security shall be returned to the successful Bidder on furnishing the Performance Security.

## **16. Bid Validity**

The bid shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Earnest Money/ Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Earnest Money/ Bid Security.

## **17. Modification / Withdrawal of the Tender**

- 17.1 The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Earnest Money/ Bid Security.

## **18. Opening of the Tender**

- 18.1 Tenders shall be opened, at the given place, time and date, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation.
- 18.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

## **19. Clarification of the Tender**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.

## **20. Determination of Responsiveness of the Bid (Tender)**

20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

- 20.1.1 meets the eligibility criteria for the Bidder / the Goods / the Services;
- 20.1.2 meets the Technical Specifications for the Goods / the Services;
- 20.1.3 meets the delivery period / point for the Goods / the Services;
- 20.1.4 meets the rate and limit of liquidated damages;
- 20.1.5 offers fixed price quotations for the Goods / the Services;
- 20.1.6 is accompanied by the required Earnest Money/ Bid Security;
- 20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;
- 20.1.8 is otherwise complete and generally in order;
- 20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.

20.3 The Bidder determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

### **20.4 BID EVALUATION CRITERIA**

The bids will be evaluated on the basis that mandatory requirements and compliance with clauses 7, 13, 20 of this document are met by the bidder.

The bids will be evaluated in a manner prescribed above, reject any proposal which does not conform to the specified requirements as listed in said clauses.

Thereafter bidders with the Most Advantageous Bid (SPPRA 2(x)) based on financial proposal will be declared successful.

## **21. Correction of errors / Amendment of Tender**

21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

- 21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
- 21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Tender Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.
- 21.5 The Bidder shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender. The Purchaser may not consider the alternative payment terms offered by the Bidder.

## **22. Rejection / Acceptance of the Tender**

- 22.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the Purchaser's action, and without thereby incurring any liability to the Bidder and the decision of the Purchaser shall be final.
- 22.2 The Tender shall be rejected if it is:
  - 22.2.1 substantially non-responsive; or
  - 22.2.2 submitted in other than prescribed manner, forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
  - 22.2.3 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
  - 22.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
  - 22.2.5 the Bidder submits alternate bid or
  - 22.2.6 the Bidder refuses to accept the corrected Total Tender Price; or
  - 22.2.7 the Bidder has conflict of interest with the Purchaser; or
  - 22.2.8 the Bidder tries to influence the Tender evaluation / Contract award; or
  - 22.2.9 the Bidder engages in corrupt or fraudulent practices during the whole process.
  - 22.2.10 there is any discrepancy between bidding documents and bidder's proposal i.e. any non- conformity or inconsistency or informality or irregularity in the submitted bid.
  - 22.2.11 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

## **23. Award Criteria**

- 23.1 The successful bidder will be selected on **most advantageous bid on least cost based (item wise) selection method** (SPPRA 2(x)) quoted.

**24. Acceptance Letter (Letter of Intent)**

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Bidder, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution of the formal Contract. However, the Purchaser reserves exclusive rights to cancel/annul or amend the Letter of Intent at any time without giving any reason thereof.

**25. Performance Security**

25.1 The successful Bidder shall furnish Performance Security as under:

- 25.1.1 within five (7) working days of the receipt of the Acceptance Letter from the Purchaser;
- 25.1.2 In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser/Procuring Agency;
- 25.1.3 for a sum equivalent to 10% of the contract value;
- 25.1.4 denominated in Pak Rupees;
- 25.1.5 have a minimum validity period of ninety days from the date of Award Notification or until the date of expiry of warranty period, support period or termination of services, whichever is later.

25.2 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:

- 25.2.1 If the Successful Bidder commits a default under the Contract;
- 25.2.2 If the Successful Bidder fails to fulfill any of the obligations under the Contract;
- 25.2.3 If the Successful Bidder violates any of the terms and conditions of the Contract.

25.3 The Successful Bidder shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the Successful Bidder.

**26. Redressal of grievances by the procuring agency**

26.1 The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

26.2 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten working days after the announcement of the bid evaluation report.

26.3 The committee shall investigate and decide upon the complaint within seven days of the receipt of the complaint.

26.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

26.5 Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the review Committee within 10 days.

## BIDDING DATA

(a). Name of Procuring Agency: Sindh Healthcare Commission

(b). Brief Description of Works: Furniture & Glass works (Construction of cubicle, cupboards & partition)

(c). Procuring Agency's address: 2<sup>nd</sup> Floor, Block C, FTC Building, Shahrah e Faisal, Karachi.

(d) Procedure of Bidding: Single Stage – One Envelope Procedure

(e). Estimated Cost: PKR 3.00 million

(f). Start of Sale of Bidding Documents: 6<sup>th</sup> December, 2024 (9am – 5pm)

(g). End of Sale of Bidding Documents: 23<sup>rd</sup> December, 2024 (upto 9:30am)

(h). Amount of Bid Security: 2%

(i). Period of Bid Validity (days): 90 days.

(j). Security Deposit/ Performance Security: 10%

(k). Pre-bid Meeting: 11th December, 2024 @ 11:00 am

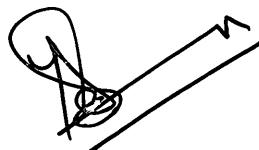
(l). Deadline for Submission of Bids along with time: 23<sup>rd</sup> December, 2024 @ 11:00am

(m). Venue, Time, and Date of Bid Opening: 23<sup>rd</sup> December, 2024 @ 11:30am, Sindh Healthcare Commission, 2<sup>nd</sup> Floor, Block C, FTC Building, Karachi.

(n). Time for Completion from written order of commence: - 45 days

(o). Stamp Duty: As per rules of Govt. of Sindh

(p). Liquidity damages: 0.05% of the bid cost per day delay, but not exceeding 10%.



(Authority issuing bidding document)

## **Conditions of Contract**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the procuring agency. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

### **Clause – 3: Termination of the Contract.**

**(A)** Procuring Agency may terminate the contract if either of the following conditions exists:

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.

**(B)** The Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) above;
- (ii) to finalize the work by measuring the work done by the contractor.

**(C)** In the event of any of the above courses being adopted by the Procuring Agency, the contractor shall have:

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the procuring agency in writing regarding the performance of such work and has not been paid.

Procuring Agency may invite fresh bids for remaining work.

**Clause 4: Possession of the site and claims for compensation for delay.** The Procuring agency shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause –5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Procuring Agency in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause –6: Specifications.** The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Procuring Agency and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

## **Clause – 7: Payments.**

(A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the procuring shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Procuring Agency may prepare a bill from such list which shall be binding on the contractor in all respects.

The Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Procuring Agency from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Procuring Agency's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as so completed, the Procuring Agency may make payment on account of such items at such reduced rates as it may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

## **Clause – 9: Issuance of Variation and Repeat Orders.**

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Procuring Agency is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Procuring Agency can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Head of Procuring Agency.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

#### **Clause-10: Quality Control.**

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Procuring Agency of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
  - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Procuring Agency considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

(A) **Inspection of Operations.** The Procuring Agency's staff responsible, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) **Dates for Inspection and Testing.** The Procuring Agency shall give the contractor reasonable notice of the intention of the staff responsible to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Procuring Agency may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Procuring Agency.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

**Clause-15: Sub-contracting.** The contractor shall not subcontract any part of the works without the prior consent of the Procuring Agency. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

**Clause – 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the CEO Sindh Healthcare Commission shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause –17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Procuring Agency of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Procuring Agency, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**Clause –18: Financial Assistance /Advance Payment.**

**(A) Mobilization advance** is not allowed.

**(B) Secured Advance against materials brought at site.**

- (i)** Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of one month from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii)** Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**Clause –19: Recovery as arrears of Land Revenue.** Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

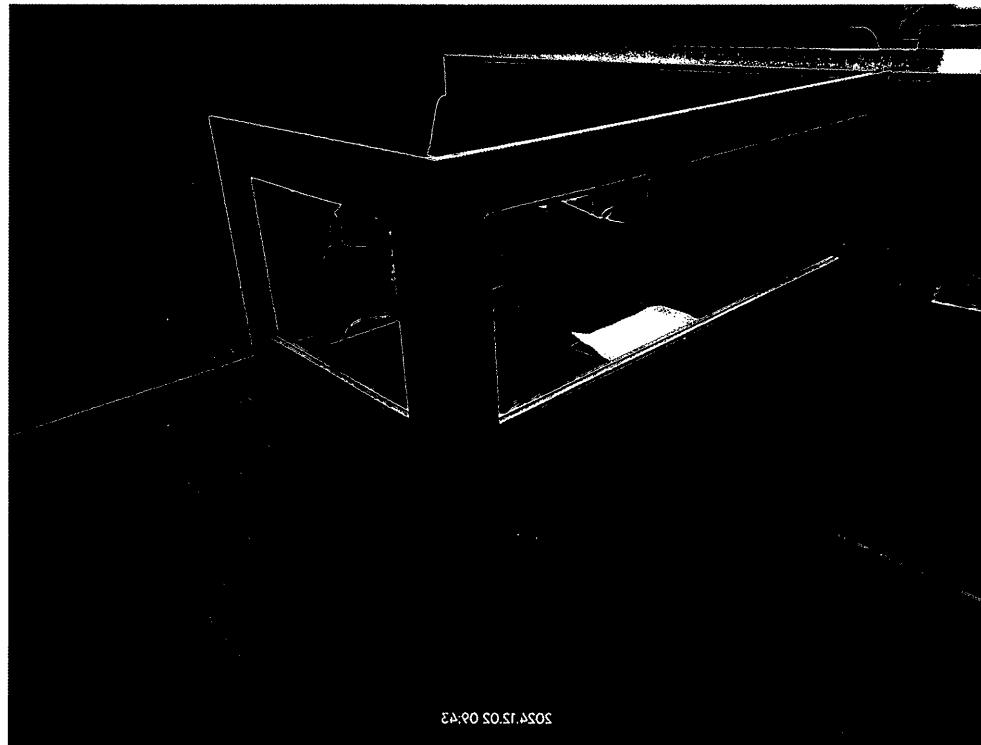
**Clause –20: Refund of Security Deposit/Retention Money.** On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Procuring Agency has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Contractor**

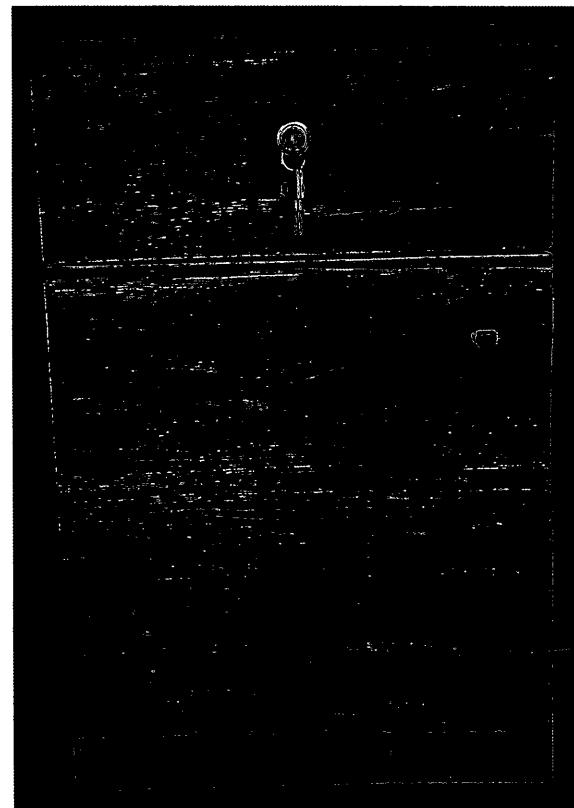
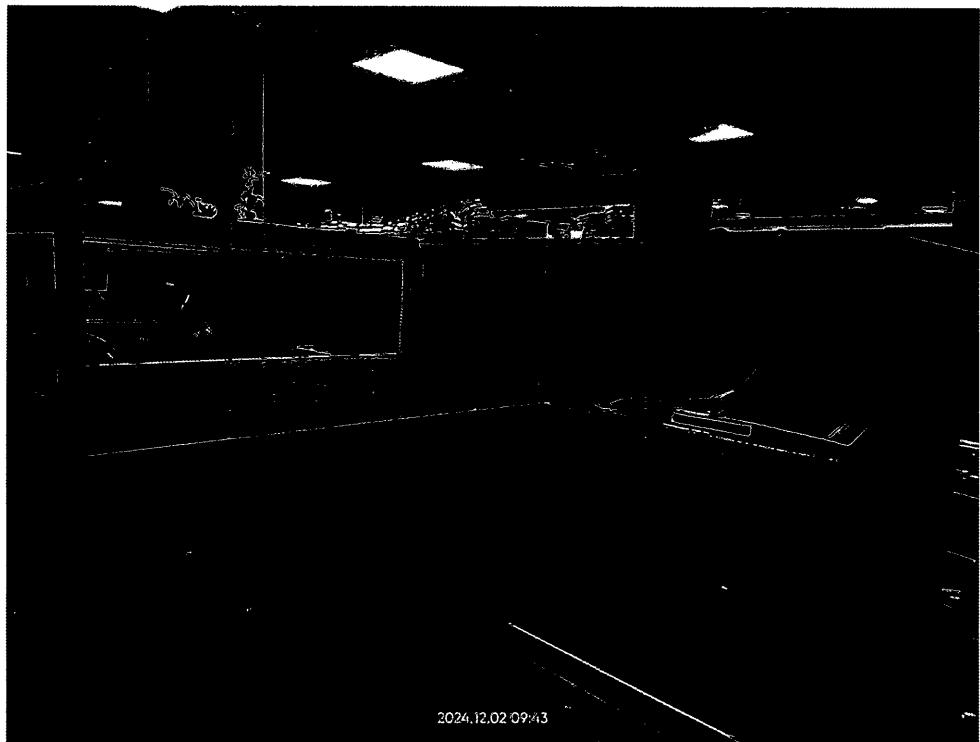
**Procuring Agency**

## BILL OF QUANTITIES

S. No.	Description		Qty
1	<b>Cubicle with cabinet</b>		30
	Description	Complete frame structure in veneer sheet with laminated chipboard, finished with fine polish in matt shade. Provided with separate 1-Drawer set, comprised of 01 small and 01 large gated portion made of wood structure, fixed with stainless steel handles, locks & keys. All drawers should be fixed with fine quality steel channels to pull and push swiftly. All boarders in solid wood. Complete in all respects, as per sample available at SHCC Head office.	
	Table Size Top:	length x width: 4' x 2'	
	Table Height:	4'	
	01-Drawer Size	width x height x depth: 1'-6" x 2'-4" x 1'-1"	
	Color Scheme	Fine polished with matt shade or as approved by the SHCC. For actual sizes & colour, sample is available at site	
	Life	10 years or more	



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S. No.	Description	Qty
2	<p><b>Wooden Cupboard with Sliding doors</b></p> <p>Description Complete frame structure in veneer sheet with laminated chipboard, finished with fine polish in matt shade. Provided with separate 5 portions made of wood structure with sliding doors having stainless steel handles, locks &amp; keys. All sliding doors should be fixed with fine quality steel channels. All boarders in solid wood. Complete in all respects, as per sample available at SHCC Head office.</p>	4
	Dimension: length x width: 18' x 1'2"	
	Cupboard Height: 6'	
	05-Portion Size width x height x depth: 4'-3" x 1'-6" x 1'-2"	
	Color Scheme Fine polished with matt shade or as approved by the SHCC. For actual sizes & colour, sample is available at site	
	Life 10 years or more	
3	<p><b>Glass Partition with Door</b></p> <p>Description Complete frame structure in tempered glass. Provided with one glass door made of tempered glass and a glass handle, lock &amp; keys. Complete in all respects, as per sample available at SHCC Head office.</p>	1
	Dimension: length x height: 12' x 9'	
	Glass Door: height x width: 7' x 3'	
4	<p><b>Extension of Board/ Conference Room</b></p> <p>Description Complete frame structure in veneer sheet with laminated chipboard, finished with fine polish in matt shade to be made as wall of the conference room. Refitting of the existing tempered glass as extension of the room on one side. Walls to be extended on two sides with removal of existing. Cutting of Door entrance for store. All boarders in solid wood. Complete in all respects, as per sample available at SHCC Head office.</p>	1
	Dimension: length x width x height: 10' x 6' x 8'	

**PRICE SCHEDULE**

S. No.	Description	Qty	Unit Price without Tax	Tax	Total Price with Tax
1	Cubicle with cabinet	30			
2	Wooden Cupboard with sliding doors	4			
3	Glass Partition with Door	1			
4	Extension of Board/ Conference Room	1			

