

National Institute of Cardiovascular Diseases,
Karachi.

Bidding Documents

Total Pages: 45 Pages

Single Stage – Two Envelope Procedure
As per Rule 46 (2) of SPPR, 2010 (Amended 2019)

NIT No: *NICVD/TN/Khi/SC/No.05/22-23* Dated 01 September 2022

SELLING DATE: 11-08-2022 TO 26-08-2022

ANNUAL TENDER FOR SUPPLY OF SURGICAL & DISPOSABLE
ITEMS FOR ANESTHESIA (AS PER LIST)

Tender no. 04-2022

Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The NICVD has allocated funds / received / applied for loan / grant / federal / provincial / local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project / schemes specified in the bidding data and it is intended that part of the proceeds of this loan / grant / funds / will be applied to eligible payments under the contract for which these bidding documents are issued.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 (Amended 2019) and its Bidding Documents except as provided hereinafter.
- 2.2 Tenders are to be submitted by the Manufacturers/Importers or their duly authorized agents / distributor. An undertaking has to be given by the importers and authorized agents that the supply would be made available within 10 days
- 2.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the NICVD to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 (Amended 2019) and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 The origin of goods and services is distinct from the nationality of the Bidder.
- 3.3 Samples should be provided for all quoted items three days before tender opening (except those items which are already used in NICVD) .Without samples, tender will not be accepted.
- 3.4 The supplier should submit a guarantee certificate that the items they will supply are new and the suppliers is fully responsible for any wrong shipment or supply etc and also replace near expiry and already expired items.
- 3.5 The prices once offered by the firms will not be changed during the same fiscal year. Documentary proof by the competent authority should be submitted along with the tender for price quoted. All documents should be produced for any imported items.
- 3.6 Last year paid Income Tax Certificate should be submitted along with technical bid.
- 3.7 Proof for the payment of custom duties and paid taxes must be attached at the time of delivery of all items otherwise payment will not be released and tender will be rejected outright.
- 3.8 One SAMPLE TENDER PROFORMA is being supplied with the list. Any items have to be

quoted ON THIS PROFORMA OR TYPED ON SAME PATTERN. No other proforma for the tender would be accepted only those items may be typed on the proforma for which the rates are to be quoted. (All items should be quote as per Serial Number of Tender list otherwise tender will not be considered).

- 3.9 Specification with detail of items with catalogue Name of manufacturer, Country of Origin, Registration number must be mentioned in technical bid against each item, for which quotation is given, otherwise tender will not be considered.
- 3.10 The Price Quoted by the Bidder will not be higher for NICVD as compared from other hospital or Local market. Bidder Shall Provide Undertaking that price quoted for NICVD is not higher. In case of false undertaking his Bid will be rejected.
- 3.11 Printed price list of the Manufacturers/Importer indicating Trade Price and Retail Price should be attached.
- 3.12 The Bidder must provide Undertaking for Return and Replace of Expired / Near Expiry Stock as Per NICVD policy.
- 3.13 As far as possible, all supply will be made by the actual manufacturers directly or nominate their authorized distributors. If the manufacturers has nominated the authorized agent, any penalty in case of breach of terms and conditions will be levied on the agent but the distributors may not be nominated/changed after finalization of the tender throughout the tender period. In exemption case changes may be approved by the tendering authority.
- 3.14 The supplies will have to be delivered at the premises of NICVD on the suppliers risk and cost. Any breakages or shortage of stock will be recovered from the suppliers. Undertaking must be submitted for recover of any breakage or shortage.
- 3.15 In case, the tenderer fails to execute the purchase order strictly in accordance with terms and conditions laid down in the tender the purchase order will stand cancelled after 02 contiguous reminders and the procuring agency can ask the second bidder in tender for supply of the concerned items without the “NO-PROVISION LETTER” by the first bidder as items are of utmost important for the care & management of Cardiac Patients and also the earnest money shall be forfeited and the store will be purchased on supplier’s expense.
- 3.16 The Manufacturers/Retailers/tenderer’s must be registered with the Sales Tax Department under sales tax act 1990 and sales invoice issued must shown element of sales tax if applicable separately copy of Sales Tax Registration Certificate must be attached with technical bid.
- 3.17 As per instructions of Ministry of Health vide Letter No. F.10-6/2002-I&E dated April 6, 2002: -

- The following words shall be printed prominently on product in red color, in English and Urdu: -
“Government Supply” “Not for Sale”

- 3.18 In case of L/C contract 10% of the total amount must be deposit (Refundable) in the name of Executive Director, NICVD, Karachi as Security Amount.
- 3.19 The successful bidder will be required to submit **Security Money** in shape of pay order/deposit at call @ **1%** of the total value of order in name of NICVD, Karachi within Seven (07) days which will be kept with NICVD till the end of the tender period.
- 3.20 The competent authority will blacklist the firm/importer and distributor for supply of sub-standard items, incomplete supply, late supply, inferior quality supply, short supply or wrong supply etc., and hence their earnest money will not be released and amount will be forfeited in the NICVD Account, which will be considered as final.
- 3.21 After finalization of the tender, this Institute will intimate the tenderer regarding approval of their items and they will acknowledge receipt letter for acceptance the supply for fiscal year 2022-2023.
- 3.22 The tenderer will also give their permanent and business address with telephone numbers which can be inspected by tender committee or their number as and when deemed necessary. No tender will be accepted if no proper address will found.
- 3.23 Tender is valid for one year, supply order what so ever convenient to the Institute will be

given after awarding contract. Once tender accepted by the competent authority can not be withdrawn within the period of one year after decision of the tenderer.

- 3.24 The tenderer will assure us for the policy of replacing the items.
- 3.25 Bidders must provide USB with scan copy in PDF format of required documents i: e Sale tax certificate, NTN Certificate, Latest income tax certificate, Original agency certificate/Agreement valid for till next financial year, FDA/ CE Approved certificate, quoted item Catalogues & DRAP registered certificate.
- 3.26 **Executive Director, NICVD, Karachi reserve the rights to increase or decrease the quantity mentioned in the tender in terms of SPPRA Rules, 2010’.**
- 3.27 **Executive Director, NICVD, Karachi** may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The NICVD shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
- 3.28 The NICVD shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least three days prior to the award of procurement contract.
- 3.29 Tenders will be allotted to only Manufacturers and their local agents. Those who have not provided complete papers as required will not be considered.
- 3.30 The rates should be quoted in C&F & FOR basis separately.
- 3.31 The quoted items must be approved by Country of Origin regulatory Authority and they are use for local population (please attached the copy of certificate of registering body).
- 3.32 Conditional Tenders will not be accepted.
- 3.33 If any supplier is found supply of poor quality material/items, or not according to the specification will be disqualified and penalty will be imposed.
- 3.34 The mentioned documents in **DATA SHEET** should be submitted along with technical bid.
- 3.35 Defaulter in previous tender will not be considered in any case.
- 3.36 It is also very important that a soft copy (USB) of the quoted typed items must be provided as per technical bid sheet with technical bid for urgent processing of the tender.
- 3.37 After finalization of tender procuring agency requires signing of a written contract agreement on stamp paper with 0.35% of total awarded amount as per instruction of Sindh Revenue Board, duly attested by Oath Commissioner from the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract. Or/ 0.35% Stamp duty of the value of the contract amount will be affixed on the bills.
- 3.38 NICVD will not pay any Sales Tax or other taxes to any supplier as per serial No.52A, 6th schedule of Sales Tax Act, 1990. “Goods supplied to hospital run by the Federal or Provincial Governments or charitable operating hospital of fifty beds or more or the teaching hospital of statutory universities of two hundred or more beds.
- 3.39 Most advantageous bid will consider according to SPPRA notification *No. SORI (SGA&CD)2-30/2010 dated 11.08.2021*.
- 3.40 Each item price should be quoted as single piece. Box or packet price will not be considered.
- 3.41 Documents should be submitted in according to serial number as mentioned in evaluation criteria.

4. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the NICVD named in the Bid Data Sheet, hereinafter referred to as –the NICVD, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 the bidding documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Manufacturer's Authorization Form

6. Clarification of Bidding Documents

- 6.1 An interested Bidder requiring any clarification of the bidding documents may notify the NICVD in writing. The NICVD will respond in writing to any request for clarification of the bidding documents which it receives no later than five working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the NICVD's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the NICVD, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the NICVD, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the NICVD shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are

- eligible goods and services and conform to the bidding documents; and
- d) bid security furnished in accordance with ITB Clause 15.
- e) If bidder downloaded bidding documents from SPPRA or NICVD website must submit tender fees in account department in between date of selling/or before last date of selling of documents and also print the bidding document and stamp it from procurement department.

10. Bid Form

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 **For goods offered within the purchaser's country**, prices indicated on the relevant Price Schedule shall be on delivered duty paid (DDP) and/or **For goods offered from outside the purchaser's country**, prices indicated on the relevant Price Schedule shall be on C&F– Karachi basis. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the NICVD and will not in any way limit the NICVD's right to contract on any of the terms offered.
- 11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

- 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's Eligibility and Qualification

- 13.1 The documentary evidence of the Bidder's eligibility to bid shall establish to the NICVD's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the NICVD's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to

supply the goods in the NICVD's country;

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

15 Bid Security

- 15.1 the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the NICVD against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the NICVD's country, in the form provided in the bidding documents or another form acceptable to the NICVD and valid for thirty (30) days beyond the validity of the bid; or
 - (b) Irrevocable un-cashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the NICVD as nonresponsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the NICVD pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;
 - or**
 - (ii) to furnish performance security in accordance with ITB Clause 33.

16 Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the NICVD, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the NICVD as nonresponsive.
- 16.2 In exceptional circumstances, the NICVD may solicit the Bidder's consent to an extension of the period of validity.

D. Submission of Bids

17 Sealing and Marking of Bids

- 17.1 The inner and outer envelopes shall:
- (a) be addressed to the NICVD at the address given in the Bid Data Sheet; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: -DO NOT OPEN BEFORE, to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 17.2 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared -late.
- 17.3 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the NICVD will assume no responsibility for the bid's misplacement or premature opening.

18 Deadline for Submission of Bids

- 18.1 Bids must be received by the NICVD at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 18.2 The NICVD may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the NICVD and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19 Late Bids

- 19.1 Any bid received by the NICVD after the deadline for submission of bids prescribed by the NICVD pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

E. Opening and Evaluation of Bids

20 Opening of Bids by the NICVD

- 20.1 The NICVD will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the NICVD, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

20.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

20.4 The NICVD will prepare minutes of the bid opening.

21 Clarification of Bids

21.1 During evaluation of the bids, the NICVD may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

22 Evaluation and Comparison of Bids

22.1 The NICVD will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

22.2 The NICVD's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties and/or on C&F Karachi basis and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

22.3 The NICVD's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

- (a) incidental costs
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

22.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) Incidental costs provided by the bidder will be added by NICVD to the delivered duty paid (DDP) price at the final destination.
- (b) *Delivery schedule.*
 - (i) The NICVD requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery -adjustment will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of

delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

(c) *Deviation in payment schedule.*

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The NICVD may consider the alternative payment schedule offered by the selected Bidder.

(d) *Performance and productivity of the equipment.*

- (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

(e) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

23 Contacting the NICVD

- 23.1 Subject to ITB Clause 23, no Bidder shall contact the NICVD on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the NICVD, it should do so in writing.
- 23.2 Any effort by a Bidder to influence the NICVD in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

24 Award Criteria

- 24.1 Subject to ITB Clause 30, the NICVD will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

25 NICVD's Right to Vary Quantities at Time of Award

- 25.1 The NICVD reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

26 NICVD's Right to accept any Bid and to reject any or All Bids

- 26.1 The Executive Director, NICVD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the NICVD's action.

27 Notification of Award

- 27.1 Prior to the expiration of the period of bid validity, the NICVD will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the NICVD will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

28 Signing of Contract

- 28.1 At the same time as the NICVD notifies the successful Bidder that its bid has been accepted, the NICVD will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 28.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the NICVD.

29 Performance Security

- 29.1 Within twenty (20) days of the receipt of notification of award from the NICVD, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the NICVD.
- 29.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the NICVD may make the award to the next lowest evaluated Bidder or call for new bids.

30 Corrupt or Fraudulent Practices

- 30.1 The Government of Sindh requires that NICVD's (including beneficiaries of

donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed or NICVD-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

N.I.C.V.D

National institute of Cardiovascular Diseases, Karachi.

Bidding Documents

Single Stage – Two Envelope Procedure

As per Rule 46 (2) of SPPR, 2010 (Amended 2019)

NIT No: NICVD/TN/Khi/SC/No.05/22-23 Dated 01 September 2022

SELLING DATE: 11-08-2022 TO 26-08-2022

**ANNUAL TENDER FOR SUPPLY OF SURGICAL & DISPOSABLE
ITEMS FOR ANESTHESIA (AS PER LIST)**

Tender no. 04-2022

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Form
- Eligibility

Table of Contents - Part One

<i>SECTION I.</i>	<i>INVITATION FOR BIDS</i>
<i>SECTION II.</i>	<i>BID DATA SHEET</i>
<i>SECTION III.</i>	<i>SPECIAL CONDITIONS OF CONTRACT</i>
<i>TABLE OF CLAUSES</i>	
<i>SECTION IV.</i>	<i>SCHEDULE OF REQUIREMENTS</i>
<i>SECTION V.</i>	<i>TECHNICAL SPECIFICATIONS</i>
<i>SECTION VI.</i>	<i>SAMPLE FORMS</i>

N.I.C.V.D

Part One - Section I.

Invitation for Bids

N.I.C.V.D

National Institute of Cardiovascular Diseases

Rafiqui (H.J) Shaheed Road, Karachi

Tel. No. 3521-8530, 9920-1271-75 Ext. 419 & 335, Fax: 9920-1289

Website: www.nicvd.org

Ref: NICVD/TN/Khi/SC/No.05/22-23

TENDER NOTICE FOR NICVD

Tender No: 04-2022, 4A-2022, 4C-2022

Sealed tenders addressed to Executive Director NICVD, Karachi are invited under SPPRA rules, 2010 (Amended 2019) from well reputed firms, suppliers, distributors, sole agents, must be registered with Sales Tax Department on FOR &/or C&F basis for the following supply items for the financial year 2022-2023.

S No	Description	Tender No.	Quantity & Specifications are available in Tender Documents	Last Date of Submission	Opening Date of Technical Bids
01.	Annual tender for Supply of Surgical & Disposable items for Anesthesia.	04-2022		01-09-2022 Thursday At 11:30 a.m.	01-09-2022 Thursday At 12:00 p.m.
02.	Annual tender for Supply of Surgical & Disposable items for Cardiac Surgery.	4A-2022		08-09-2022 Thursday At 11:30 a.m.	08-09-2022 Thursday At 12:00 p.m.
03.	Annual tender for Supply of Surgical & Disposable items. (Miscellaneous Items)	4C-2022		15-09-2022 Thursday At 11:30 a.m.	15-09-2022 Thursday At 12:00 p.m.

Prescribed Proforma with detailed specifications, terms and conditions can be obtained from Accounts Department **Tel. No-99201271 Ext-333 against request letter of bidder** N.I.C.V.D, Karachi between 08:30 a.m. to 4:00 p.m. against cash payment/payorder of **Rs. 1,000/- (Non Refundable)** for tender on any working day from **11-08-2022 to 26-08-2022**.

Financial & Technical bids should be submitted in two separate envelopes in the office of Head of Procurement (Tender Department). The bids may dropped in the tender boxes between 8:30 a.m. to 11:30 a.m. The Technical bids will be opened on the above mentioned dates and time at Lecture Room of Nursing Hostel Building/Chairman Room of NICVD in the presence of Tender Opening Committee and representative of participants. Financial bids will be opened a few days later, after scrutinizing the technical bids.

All tenders should be submitted along with a **pay order / bank guarantee / demand draft of 1%** of the total bid amount in the name of Executive Director, NICVD, Karachi as bid security.

EXECUTIVE DIRECTOR

Note:

1. Evaluation criteria would be strictly followed.
2. This advertisement is also available on SPPRA & NICVD Website.

Section II.
Bid Data Sheet

N.I.C.V.D

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of NICVD: National institute of Cardiovascular Diseases, Karachi., Karachi (NICVD)
ITB 1.1	Name of Project/Scheme: Annual tender for Supply of Surgical & Disposable items for Anesthesia. (As per list)
ITB 1.1	Name of Contract: Annual tender for Supply of Surgical & Disposable items for Anesthesia. (As per list)
ITB 2.1	Bids submitted under Joint Venture (JV) will not be considered and rejected as ineligible bidder.
ITB 4.1	Name of NICVD: National institute of Cardiovascular Diseases, Karachi (NICVD).
ITB 6.1	Postal Address: National institute of Cardiovascular Diseases, Karachi. Head of Procurement Office at Rafiqui H.J Shaheed Road, Karachi.
ITB 8.1	Language of the bid shall be ENGLISH.

Bid Price and Currency	
ITB 11.2	The price quoted shall be in Pakistani Rupee for the Goods offered within the NICVD's Country on delivered duty paid (DDP)Price. The price quoted shall be in foreign Currency for the Goods offered from Outside the NICVD's Country on C&F Karachi Basis Price of incidental services, if any, must be included in price of goods
ITB 11.4	The price shall be fixed during the contract period.

ITB 12.1	<p>For the Goods offered within the NICVD's Country:the price quoted shall be in Pak Rupees on delivered duty paid (DDP) basis.</p> <p style="text-align: center;">or</p> <p>For the Goods offered from Outside the NICVD's Country: the price quoted shall be in Foreign Currency on C&F Karachi Basis.</p>
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Preparation and Submission of Bids			
(A)		Qualification requirements	
S#	Qualification Criteria – Mandatory Requirement	Yes	No
1.	Name, Address, Tel, Fax# E-mail Address		
2.	Technical Proposal on Bidder's Letterhead		
3.	National tax Number(NTN) & STRN (Copy Required)		
4.	Latest Income Tax Certificate or Income Tax exemption certificate.		
5.	Copy of Sales Tax Registration certificate.		
6.	Bank Certificate with turnover of last 3 years		
7.	Earnest Money (1% of Bid) As per clause no 1-b with commercial bid.(Copy of this submitted with technical bid with hiding of amount)		
8.	Country of Origin valid agency certificate/agreement valid for till next financial year.		
9.	Bid should be submit with required relevant documents only and mentioned serial no. on each document.		
10.	Catalogue / Brochures / technical data sheet (having complete technical specifications of the offered good)		
11.	Valid Manufacturer Authorization.		
12.	Copy of CNIC of signatory of the Bid Forms		
13.	Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions		
14.	Compliance to bid validity period		
15.	Valid General Sales Tax (GST-FBR) Registration with Active Tax Payer Status on FBR website (<i>for supply of goods</i>)		
16.	Valid Income Tax (FBR) Registration with Active Tax Payer Status on FBR website		
17.	Original Tender Purchase Receipt		
18.	<p>Affidavit on stamp paper of Rs. 100/- duly notarized to theeffect that:</p> <p>i. The bidder is neither blacklisted nor suspended by anyNational / International, including Provincial and Federal Government.</p> <p>ii. Any director or owner of the bidding company is notawarded any punishment from any Court of Law.</p> <p>iii. Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as</p>		

	Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.		
19.	Company Profile of the Bidder		
20.	Certificate that the prices quoted are not high or more than local (Pakistan)/imported market.		

S.NO	B- DOCUMENTS EVALUATION MARKS	Total Points 30	Obtain Points Annex # must mention
1	Bio Data of key personnel with designation, education & experience and details of man power,	2	
2	Catalogue of quoted items in English.	2	
3	Detail of experience of the firm of relevant to the subject.	2	
4	List of orders with cost completed by the firm during last 2 years	2	
5	List of litigation with clients(if any) and nature of litigations	2	
6	Affidavit that the firm has never been black Listed.	3	
7	Detail of Registration with major organizations	2	
8	Original tender purchase receipt.	2	
9	Original terms and conditions duly signed and stamped including all papers should be signed and stamped by competent authority.	2	
10	Undertaking that the firm will supply the stock within 10 days & items will be stamped	2	
11	A certificate that the firm will abide all terms and conditions of the tender infringement for consequence as recommended by the competent authority.	2	
12	A certificate that the Quoted price will remain unchanged till the completion of the tender period.	3	
13	A Certificate that the items has registered by country of origin and they are using for local population	2	
14	Documents should be submitted according S.No.	2	
TOTAL MARKS		30	

TECHNICAL EVALUATION CRITERIA 70 MARKS

S. No.	Technical Evaluation	Marks	Yes	No
1.	Compliance of product specification.	20	20	00
2.	Bidder should have authorized distributor/Manufacturer of same product quoted in tender. (Valid document required)	10	10	00
3.	Bidder already supplying in other Govt. and Pvt. Hospitals from past 05 years. (Each hospital contains 02 marks). (Purchase orders/Award letters required)	10	10	00
4.	Bidder must have business turnover of at least 10 million in last 03 years in supplying of same products.	10	10	00
5.	Previous performance of bidder in NICVD. (Satisfactory/Unsatisfactory)	10	10	00
6.	Recommendation of Purchase Committee.	10	10	00
	Total Marks	70		

Minimum qualification is 70 marks out of 100 (Documents + Technical Evaluation)

N.I.C.V.D

Tender No.04/2022 Dated: 01.09.2022**FOR THE YEAR 2022-2023****Annual tender for Supply of Surgical & Disposable items For Anesthesia. (As per list)****TENDER LIST**

S.No.	ITEM DESCRIPTION	Quantity	Units	Unit Price	Total Amount
1	ALCOHOL SWAB	1100,000	each		
2	RIBBON GAUZE 1.5	1,200	each		
3	ECG ELECTRODE (LARGE)	1400,000	each		
4	ECG JELLY 100ML	8,000	each		
5	ANESTHESIA FACE MASK "0"	100	each		
6	ANESTHESIA FACE MASK "1"	100	each		
7	ANESTHESIA FACE MASK "2"	100	each		
8	ANESTHESIA FACE MASK "3"	100	each		
9	ANESTHESIA FACE MASK "4"	100	each		
10	ANESTHESIA FACE MASK "5"	100	each		
11	ADULT MASK / AMBU MASK "0"	100	each		
12	ADULT MASK / AMBU MASK "1"	100	each		
13	ADULT MASK / AMBU MASK "2"	100	each		
14	ADULT MASK / AMBU MASK "3"	100	each		
15	ADULT MASK / AMBU MASK "4"	100	each		
16	ADULT MASK / AMBU MASK "5"	100	each		
17	AMBU BAG ADULT	400	each		
18	AMBU BAG PAEDS	100	each		
19	AYRES T-PIECE FLEXICARE	800	each		
20	B.P. BELLOW WITH NOZZLE	45	each		
21	B.P. CUFF DOUBLE TUBE	1,900	each		
22	B.P. CUFF SINGLE TUBE	3,500	each		
23	BACTERIA FILTER FOR SUCTION MACHINE	200	each		
24	BI-PAP AIR FILTER	50	each		
25	BI-PAP MASK ADULT LARGE	200	each		
26	BI-PAP MASK ADULT MEDIUM	100	each		
27	BI-PAP MASK ADULT SMALL	300	each		
28	BI-PAP MASK PAEDS LARGE	100	each		
29	BI-PAP MASK PAEDS MEDIUM	100	each		
30	BI-PAP MASK PAEDS SMALL	100	each		
31	BI-PAP MASK REUSABLE	1000	each		
32	BLOOD BAG (JMS) WITHOUT SET	100	each		
33	BLOOD TRANSFUSION SET	1,000	each		
34	BLOOD TUBING LINE	500	each		
35	BOUGIE	250	each		
36	BREATHING CIRCUIT TUBE	500	each		
37	BUTTERFLY NEEDLE 23G	15,000	each		
38	BUTTERFLY NEEDLE 24G	10,000	each		
39	C-CIRCUIT ADULT BAG	100	each		
40	CPR MASK ADULT	150	each		
41	SWAN GAUZE CATHETER	10	each		
42	BOTTLES OF FLOW METER	50	each		
43	DIAL A FLOW	41,000	each		
44	DISPOSABLE NEEDLE 18G	100	each		
45	DISPOSABLE NEEDLE 26G	35,000	each		

46	DISPOSABLE SYRINGE 01CC	250,000	each		
47	DISPOSABLE SYRINGE 03CC	350,000	each		
48	DISPOSABLE SYRINGE 05CC	1,300,000	each		
49	DISPOSABLE SYRINGE 10CC	1,700,000	each		
50	DISPOSABLE SYRINGE 20CC	100,000	each		
51	DISPOSABLE SYRINGE 30CC	6,500	each		
52	DISPOSABLE SYRINGE 50CC	50,000	each		
53	DISPOSABLE SYRINGE 60CC FEEDING/TIP	13,000	each		
54	DOUBLE LUMAN 12fr For Dialyses	500	each		
55	TRIPPLE LUMAN CATHETER ADULT 7FR 15-16 CM	6,500	each		
56	TRIPPLE LUMAN CATHETER PAEDS 5.5 FR - 8CM	1,000	each		
57	DRIP SET	200,000	each		
58	E.T.T DOUBLE LUMEN 35	100	each		
59	E.T.T DOUBLE LUMEN 37	100	each		
60	ENDOTRACHAL CLOSED SUCTION 14FR	500	each		
61	ENDOTRACHAL CLOSED SUCTION 16FR	300	each		
62	ETT HOLDER	2,000	each		
63	ETT 2.5 W/OUT CUFF	100	each		
64	ETT 3.0 W/OUT CUFF	500	each		
65	ETT 3.5 W/OUT CUFF	100	each		
66	ETT 4.0 W/OUT CUFF	700	each		
67	ETT 4.5 W/OUT CUFF	500	each		
68	ETT 5.0 W/OUT CUFF	500	each		
69	ETT 5.5 W/OUT CUFF	500	each		
70	ETT 3.0 WITH CUFF	500	each		
71	ETT 3.5 WITH CUFF	200	each		
72	ETT 4.0 WITH CUFF	50	each		
73	ETT 4.5 WITH CUFF	500	each		
74	ETT 5.0 WITH CUFF	300	each		
75	ETT 5.5 WITH CUFF	700	each		
76	ETT 6.0 WITH CUFF	500	each		
77	ETT 6.5 WITH CUFF	700	each		
78	ETT 7.0 WITH CUFF	2,200	each		
79	ETT 7.5 WITH CUFF	5,200	each		
80	ETT 8.0 WITH CUFF	1,500	each		
81	ETT 8.5 WITH CUFF	100	each		
82	FEEDING TUBE 04 FR	600	each		
83	FEEDING TUBE 06 FR	1,000	each		
84	FEEDING TUBE 08 FR	1,000	each		
85	FEEDING TUBE 10 FR	1,000	each		
86	FEEDING TUBE 12 FR	500	each		
87	FEEDING TUBE 14 FR	3,000	each		
88	FEEDING TUBE 16 FR	6,000	each		
89	FEEDING TUBE 18 FR	500	each		
90	FLOW GUARD CANNULA LONG	50	each		
91	FLOW SENSOR FOR VENTILATOR	500	each		
92	FLOW METER WALL TYPE SINGLE	200	each		
93	FLOW METER WALL TYPE DOUBLE	50	each		
94	FLOW METER FOR CYLINDER	200	each		
95	GLUCOMETER STRIP	375,000	each		
96	HEPARIN LOCK	70,000	each		
97	HI-FLOW BACTERIA FILTER FOR VENTILATOR	500	each		
98	HIGH PRESSURE SYRINGE WITH PRESSURE CONNECTING TUBE	200	each		

99	HME FILTER	500	each		
100	HME FILTER WITH CATHETER MOUNT	12,000	each		
101	HELIUM REFILLING	140	each		
102	I.V. CANNULA 14G	6,000	each		
103	I.V. CANNULA 16G	7,000	each		
104	I.V. CANNULA 20G 32mm	80,000	each		
104 (a)	I.V. CANNULA 20G 45mm	30,000	each		
105	I.V. CANNULA 22G	150,000	each		
106	I.V. CANNULA 24G	45,000	each		
107	I.V. CANNULA 18G 32 LENGTH	10,000	each		
108	I.V. CANNULA 18G 45 LENGTH	4,000	each		
109	I.V. CHAMBER	60,000	each		
110	HOT LINE	50	each		
111	LARYNGEAL MASK NO. 3	100	each		
112	LARYNGEAL MASK NO. 4	50	each		
113	LARYNGEAL MASK NO. 5	50	each		
114	MALE TO MALE CONNECTOR	APD	each		
115	NASAL CANNULA/PROB ADULT	12,000	each		
116	NASAL CANNULA/PROB INFANT	2,500	each		
117	NASAL CANNULA/PROB PEADS	1,500	each		
118	NEBULIZER KIT ADULT	50,000	each		
119	NEBULIZER KIT INFANT	2,000	each		
120	NEBULIZER KIT PEADS	8,000	each		
121	NG SPIGOT	50	each		
122	NG TUBE DOUBLE LUMAN 16FR	250	each		
123	NG TUBE DOUBLE LUMAN 18FR	250	each		
124	NASAL AIR WAY 6.0	100	each		
125	NASAL AIR WAY 6.5	100	each		
126	NASAL AIR WAY 7.0	100	each		
127	NASAL AIR WAY 7.5	100	each		
128	OXYGEN MASK "O" SIZE INFANT	2,000	each		
129	OXYGEN MASK ADULT	26,000	each		
130	OXYGEN MASK PAEDS	5,000	each		
131	OXYGEN RECOVERY KIT	500	each		
132	PERITONEAL DIALYSIS CATHETER CHILD	20	each		
133	PERITONEAL DIALYSIS TRANSFUSION SET	20	each		
134	PRESSURE INFUSION BAG WITH METER	20	each		
135	PRESSURE INFUSION BAG	200	each		
136	PRESSURE LINE 120 CM	60,000	each		
137	PRESSURE MONITORING KIT DOUBLE TRANSDUCER	2,900	each		
138	PRESSURE MONITORING KIT SINGLE TRANSDUCER	4,500	each		
139	RADIAL ARTERIAL LEADER CATH 20G (VYGON/ARROW)	5,500	each		
140	RADIAL ARTERIAL LEADER CATH 22G (VYGON/ARROW)	1,200	each		
141	RE-BREATHING BAG 0.5 LTR	100	each		
142	RE-BREATHING BAG 1 LTR	100	each		
143	RE-BREATHING BAG 2 LTR	100	each		
144	RE-BREATHING MASK ADULT	2,600	each		
145	RE-BREATHING MASK PEADS	1000	each		
146	SODA LIME	70	each		
147	SPIROMETER 3 BALL	4,000	each		
148	STICKING PLASTER TAPE	5,000	each		
149	STYLET 10 FR	20	each		
150	STYLET 14 FR	20	each		

151	SUCTION CATHETER 06	200	each		
152	SUCTION CATHETER 08	2,500	each		
153	SUCTION CATHETER 10	5,000	each		
154	SUCTION CATHETER 12	7,000	each		
155	SUCTION CATHETER 14	16,000	each		
156	SUCTION CATHETER 16	16,000	each		
157	SUCTION CATHETER 18	6,000	each		
158	SWAN GENZ CATHETER	50	each		
159	THREE WAY EXTENSION 10 cm	43,000	each		
160	THREE WAY COCK	150,000	each		
161	TONGUE DEPRESSOR	3,000	each		
162	T-PIECE	2,000	each		
163	TRACHEOSTOMY KIT	50	each		
164	TRACHEOSTOMY MASK	20	each		
165	TRACHEOSTOMY TUBE	20	each		
166	VENTILATOR CIRCUIT/TUBING ADULT	10,000	each		
167	VENTILATOR CIRCUIT/TUBING PAEDS	1,000	each		
168	VENTURY MASK ADULT	200	each		
169	ETT Double Lumen 32	150	each		
170	High flow nasal cannula	500	each		
171	ETT DOUBLE LUMEN 35	100	Each		
172	ETT DOUBLE LUMEN 37	100	Each		
173	Peripheral (large bore) IV Extension 80-100cm	4000	Each		

N.I.C.V.D

ITB 15.1	Amount of bid security shall not be less than 1% of the total bid price of the bidder in the form of a Call Deposit, Bank Draft or a Bank Guarantee issued by a scheduled bank of Pakistan, in favour of the National institute of Cardiovascular Diseases, Karachi.
ITB 16.1	Bid validity period shall be 90 days
ITB 17.1	Original –Financial and Technical Proposals
ITB 18.2 (a)	National institute of Cardiovascular Diseases, Rafiqui H.J Shaheed Road,Karachi.
ITB 18.2 (b)	Name of Project/Scheme: Annual tender for Supply of Surgical & Disposable items for Anesthesia. (As per list IFB/NIT Title: Procurement of Annual tender for Supply of Surgical & Disposable items for Anesthesia. IFB/NIT No. NICVD/TN/Khi/SC/No.05/22-23 dated 01 September 2022 <i>“Must bear the name of the bidder” and a warning “Do Not Opened Before the time and date of bid opening”</i>
ITB 19.1	Deadline for bid submission: Date: 01 September 2022 Time: up to 11:30 a.m.
ITB 22.1	Date, Time and Place of Bid opening Date: 01 September 2022 Time: 12:00 p.m. Place: Head of Procurement office, National institute of Cardiovascular Diseases, Karachi.
Bid Evaluation	
ITB 25.4	Criteria for bid evaluation.

i. Technical Bids / Proposals Evaluation:

- a. The bids not responsive to the MANDATORY QUALIFICATION CRITERIA provided at ITB Clause 13.3(d) shall not be eligible for further Technical Evaluation.
- b. Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms shall be treated as rejected / non-responsive.
- c. The bids shall be evaluated and compared on itemized basis.
- d. **Bids are invited as per Single Stage – Two Envelope Procedure** in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2019). In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- e. The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
- f. Bidders achieving **minimum 70% points / marks** will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

ii. Financial Bids / Proposal Evaluation:

- a) Technically qualified/successful bidder(s) shall be eligible for Financial Proposal(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- b) Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.
- c) Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- d) NICVD shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder.
- e) For the purpose of comparison of bids quoted in different currencies, price shall be converted into Pakistani Rupees. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids, as notified by the National Bank of Pakistan (NBP) / State Bank of Pakistan (SBP).

Contract Award	
ITB 30.1	NICVD reserves the right to drop any item and increase or decrease the quantity of goods originally specified in Schedule of Requirements / Technical Specifications without any change in unit price and other terms & conditions
ITM 32.1	Successful Bidder and the NICVD will sign the Contract Agreement on the stamp paper with stamp duties as per the article 22-A (Contract) of the schedule of Stamp Act 1899. The expenditure involved on the said contract agreement will be borne by the bidder.

Section III.

Special Conditions of Contract

N.I.C.V.D

Table of Clauses

1.	DEFINITIONS (GCC CLAUSE 1)
2.	COUNTRY OF ORIGIN (GCC CLAUSE 3)
3.	TECHNICAL SPECIFICATIONS (GCC CLAUSE 4)
4.	PERFORMANCE SECURITY (GCC CLAUSE 7)
5.	PACKING (GCC CLAUSE 9)
6.	DELIVERY AND DOCUMENTS (GCC CLAUSE 10)
7.	INSURANCE (GCC CLAUSE 11)
8.	SPARE PARTS (GCC CLAUSE 14)
9.	WARRANTY (GCC CLAUSE 15)
10.	PAYMENT (GCC CLAUSE 16)
11.	PRICES (GCC CLAUSE 17)
12.	LIQUIDATED DAMAGES (GCC CLAUSE 23)
13.	RESOLUTION OF DISPUTES (GCC CLAUSE 28)
14.	GOVERNING LANGUAGE (GCC CLAUSE 30)
15.	APPLICABLE LAW (GCC CLAUSE 30)
16.	NOTICES (GCC CLAUSE 31)

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The NICVD is: National institute of Cardiovascular Diseases, Karachi., Karachi. GCC 1.1 (h)—The NICVD's country is: Islamic Republic of Pakistan

GCC 1.1 (i)—The Supplier is: _____
[Name and Address of the Bidder]

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, -Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement.

3. Technical Specifications (GCC Clause 4)

The technical specifications of the goods provided in these bidding document are only for widest possible competition and not for favor any single contractor or supplier nor put others at a disadvantage. However, the brand name, catalogue No. / Name etc., if any, has only been used for the reference purpose. Equipment offered **“ATLEAST EQUIVALENT OR HAVING BETTER TECHNICAL SPECIFICATIONS”** shall also be considered.

4. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be ~~Three (2%)~~ percent of the Contract Price in favor of National institute of Cardiovascular Diseases, Karachi., Karachi.

5. Packing (GCC Clause 9)

GCC 9.2—The following SCC shall supplement GCC Clause 9.2:

The packing, marking and documentation within and outside the packages shall be as per manufacturer standards meeting the safety requirements of the goods.

6. Delivery and Documents (GCC Clause 10)

GCC 10.2—*For Goods supplied from within the NICVD's country:* The Bidder shall provide the following documents at the time of delivery of goods to the Store / Warehouse of the National institute of Cardiovascular Diseases, Karachi for verification duly completed in all respects:

- i.* Original copies of Delivery Note (Delivery Challan) (in duplicate) showing item's description, make, model, quantity as well as Lot Number, Batch Number, Registration Number, manufacturing and expiry dates (if applicable).
- ii.* Original copies of the Bidder's invoices (in duplicate) showing warranty, item's description, make, model as well as Lot Number, Batch Number, Registration Number, manufacturing and expiry dates (if applicable) per unit cost, and total amount.
- iii.* Original copies of the Sales Tax Invoices (where applicable) in duplicate showing item's description, quantity, per unit cost without Sales Tax, amount of Sales Tax and total amount with Sales Tax.

- iv. Manufacturer's or Bidder's warranty certificate.
- v. Inspection certificate issued by the nominated inspection committee / Bidder's factory inspection report.
- vi. Certificate of origin.

GCC 10.2—For Goods supplied from abroad as per C&F Karachi: Upon shipment, the Supplier shall notify the NICVD the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail / submit the following documents to the NICVD at least one week prior to arrival of the Goods at the port or place of arrival and, if not received, the Bidder will be responsible for any consequent expenses.

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

7. Insurance (GCC Clause 11)

GCC 11.1— For Goods supplied from within the NICVD's country: The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

GCC 11.1— For Goods supplied from abroad as per C&F Karachi: The Goods supplied under the Contract shall be **C&F Karachi** under which risk is transferred to the buyer after the goods reached at Karachi port, hence insurance coverage / marine cover note is sellers responsibility. Since the Insurance / marine cover is seller's responsibility they may arrange appropriate coverage.

8. Spare Parts (GCC Clause 14)

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within one (1) months of placing the order on DDP basis and in case of import of part within two (2) months after opening the letter of credit.

9. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be twelve (12) months or as per the extended warranty period from the date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 8,

or

- (b) pay liquidated damages to the NICVD with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week or part thereof the total amount of contract.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is 20 days or earlier.

10. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

i. For Goods supplied from within the NICVD's country:

- (a) Payment shall be made in Pak Rupees.
- (b) 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from NICVD declaring Goods have been delivered and that all contracted services have been performed.
- (c) Part payment on part supply may be allowed

OR

ii. For Goods supplied from outside the NICVD's country:

- (a) Payment shall be made in Foreign Currency.
- (b) The NICVD shall pay the Bidder or its Principal through irrevocable letter of credit opened in favor of the Bidder or its Principal in a bank in its country, upon submission of all the requisite documents.
- (c) Bidder will bear the insurance charges and all the additional bank charges inside and outside the NICVD country on account of confirmation of L/C, if he desires to establish a confirmed L/C etc.

11. Prices (GCC Clause 17)

GCC 17.1—No prices adjustment shall be allowed.

12. Liquidated Damages (GCC Clause 23)

GCC 23.1—In case deliveries are not completed within the time frame specified in the schedule of requirements / contract award, a Show Cause Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non-delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids:

The liquidated damage shall be 0.5 % per week or part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the NICVD shall rescind the contract, without prejudice to other courses of action and remedies open to it.

13. Resolution of Disputes (GCC Clause 28)

GCC 28.1—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the NICVD and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Amended 2019).

14. Governing Language (GCC Clause 30)

GCC 30.1—The Governing Language shall be ENGLISH

15. Applicable Law (GCC Clause 30)

GCC 30.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of
1992 The Factories Act 1934**

16. Notices (GCC Clause 31)

GCC 31.1—*NICVD's address for notice purposes:*

Head of Procurement
National institute of Cardiovascular Diseases,
Rafiqi H.J Shaheed Road Karachi.
Phone No. + 92-21-99201289

Supplier's address for notice purposes:

Name of Bidder: _____

Name of Contact Person & Designation: _____

Phone No. _____

Fax No. _____

Mobile Phone No. _____

Email Address _____

Section IV.

Schedule of Requirements

N.I.C.V.D

Schedule of Requirements

1. For Goods supplied from within the NICVD's country (DDP Basis)

S#	Description of Goods	Qty.	Required Delivery Schedule	Location
01.	As per the details of items attached in Section V – Technical Specifications		Delivery within 10 days or earlier from the date of Contract Award	National institute of Cardiovascular Diseases, Karachi., Karachi (NICVD)

2. For Goods supplied from outside the NICVD's country (C&F Basis):

S#	Description of Goods	Qty.	Required Delivery Schedule	Location
01.	As per the details of items attached in Section V – Technical Specifications		Delivery within 12 weeks or earlier from the date of Contract Award / Establishment of Letter of Credit	Karachi Port

NOTE:

- i. The shipment schedule shall be submitted along with the offer, and shall be negotiable and subject to approval by the University.
- ii. Bidder must indicate the name of beneficiary of the LC and port of shipment of goods in their offer.

TECHNICAL PROFORMA FILLED BY BIDDER

TENDER PROFORMA FOR TECHNICAL BID

Tender No. 04-2022 Dated: 01.09.2022

FOR THE YEAR 2022-2023

Annual Tender for Supply of Surgical & Disposable items For Anesthesia (As per tender list)

Sr.	Description	Specs	Qty.	Unit	Reg#	Make	Country of origin	Delivery Period	Already used in

Signature

Official Stamp

Section VI.

Sample Forms

Sample Forms

1.	BID FORM AND PRICE SCHEDULES
2.	BID SECURITY FORM
3.	CONTRACT FORM
4.	PERFORMANCE SECURITY FORM
6.	MANUFACTURER'S AUTHORIZATION FORM
7.	INTEGRITY PACT

1. Bid Form and Price Schedules

NIT / IFB N°: _____

Date: _____

To: *[name and address of NICVD]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the NICVD.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state -none-)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. (A) **PRICE SCHEDULE IN PAK RUPEES**
Delivered Duty Paid (DDP BASIS)

FOR GOODS OFFERED WITHIN THE NICVD'S COUNTRY

Name of Bidder_____. IFB / NIT Number_____.

S#	Detailed Specification of Goods	Model / Cat No.	Name of Manufacturer	Country of Origin	Port of Shipment	Quantity of Stores	Unit	Rate Per Unit	Total Price
1	2	2	4	5	6	7	8	9	10
Total Amount in Pak Rs.									

Name_____

In the capacity of _____

Signed_____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

NOTE:

Country of origin of —MAJOR PART(S) OF THE EQUIPMENT must be clearly reflected separately in the Technical and Financial bids. The —Origin means the place where the —goods are mined, grown, or produced.

Same form should submit for technical proposal as well without rates.

2. (B) **PRICE SCHEDULE IN FOREIGN CURRENCY**
(C&F KARACHI BASIS)

FOR GOODS OFFERED FROM OUTSIDE THE NICVD'S COUNTRY

Name of Bidder _____ IFB / NIT Number _____.

S#	Detailed Specification of Goods	Model / Cat No.	Name of Manufacturer	Country of Origin	Port of Shipment	Quantity of Stores	Unit	Currency	Rate Per Unit	Total Price
1	2	2	4	5	6	7	8	9	10	11
Total Amount in Foreign Currency										

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

NOTE:

Port of Shipment and Country of origin of -MAJOR PART(S) OF THE EQUIPMENT must be clearly reflected separately in the Technical and Financial bids. The —Origin means the place where the —goods are mined, grown, or produced.

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called –the Bidder‡) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called –the Bid‡).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called –the Bank‡), are bound unto *[name of Procuring agency]* (hereinafter called –the Procuring agency‡) in the sum of for which payment well and truly to be made to the said NICVD, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the NICVD during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the NICVD up to the above amount upon receipt of its first written demand, without the NICVD having to substantiate its demand, provided that in its demand the NICVD will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature & Seal of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between [name of NICVD] (hereinafter called –the NICVD) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called — the Supplier) of the other part:

WHEREAS the NICVD invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called –the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the NICVD's Notification of Award.
3. In consideration of the payments to be made by the NICVD to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the NICVD to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The NICVD hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the NICVD)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

To: *[name of NICVD]*

WHEREAS *[name of Supplier]* (hereinafter called –the Supplier) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20. to supply *[description of goods and services]* (hereinafter called –the Contract).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20. _____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the NICVD]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against **IFB No. *[reference of the Invitation to Bid]*** for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

We hereby undertake that we will provide the complete after sale services support in case of agency transfer.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

6. Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ Consultant]** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from NICVD (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[NICVD]

[Supplier /Contractor/Consultant]