

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH INTEGRATED EMERGENCY AND HEALTH SERVICES
- 2) PROVINCIAL / LOCAL GOVT./ OTHER PROVINCIAL
- 3) TITLE OF CONTRACT PROVISION OF MEDICAL LAB TEST SERVICES
- 4) TENDER NUMBER TENDER 48-2023
- 5) BRIEF DESCRIPTION OF CONTRACT MEDICAL LAB TEST SERVICES FOR AMBULANCE STAFF (VEHICLE OPERATOR & NURSE)
- 6) FORUM THAT APPROVED THE SCHEME BUDGET APPROVED BY BOD OF SIHS
- 7) TENDER ESTIMATED VALUE PKR 3,300,000/-
- 8) ENGINEER'S ESTIMATE NOT APPLICABLE
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 30TH JUNE 2025 (SUBJECT TO SATISFACTORY ANNUAL PERFORMANCE)
- 10) TENDER OPENED ON (DATE & TIME) 24TH FEBRUARY 2023 AT 10:00 AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT ATTACHED
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S. CHUGHITALAB, PLOT 02, BLOCK 3, P.E.C.H.S. SHAHEED-E-MILLAT ROAD, KARACHI, SINDH, PAKISTAN
- 16) CONTRACT AWARD PRICE PKR 5,600,000/- YEARLY
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID), 1st Lowest – M/S CHUGHITALAB
2nd Lowest – M/S DR.ESSA LAB
- 18) METHOD OF PROCUREMENT USED :- (Tick one)
- | | | |
|----|--|--|
| a) | SINGLE STAGE – ONE ENVELOPE PROCEDURE <input checked="" type="checkbox"/> | <input type="checkbox"/> Domestic/ Local |
| b) | SINGLE STAGE – TWO ENVELOPE PROCEDURE <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) | TWO STAGE BIDDING PROCEDURE <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) | TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE <input checked="" type="checkbox"/> | <input type="checkbox"/> |

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT CEO – SIEHS

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

| | | | |
|-----|-------------------------------------|----|--------------------------|
| Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|

21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

| | |
|-----|------------------------------------|
| Yes | <input type="checkbox"/> |
| No | SPPRA PORTAL COMPLETION IN PROCESS |

ii) News Papers
(If yes, give names of newspapers and dates)

| | |
|-----|--|
| Yes | 2 nd FEBRUARY 2023 DAWN, JANG & KAWISH |
| No | <input type="checkbox"/> |

22) NATURE OF CONTRACT

| | | | |
|------|-------------------------------------|------|--------------------------|
| Open | <input checked="" type="checkbox"/> | Int. | <input type="checkbox"/> |
|------|-------------------------------------|------|--------------------------|

23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

| | | | |
|-----|-------------------------------------|----|--------------------------|
| Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

| | | | |
|-----|-------------------------------------|----|--------------------------|
| Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

| | | | |
|-----|--------------------------|----|--------------------------|
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

NOT APPLICABLE

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

| | | | |
|-----|-------------------------------------|----|--------------------------|
| Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

| | | | |
|-----|-------------------------------------|----|--------------------------|
| Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

| | | | |
|-----|-------------------------------------|----|--------------------------|
| Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

| | | | |
|-----|-------------------------------------|----|--------------------------|
| Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

| | | | |
|-----|-------------------------------------|----|--------------------------|
| Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

| | |
|-----|---|
| Yes | |
| No | ✓ |

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

| | |
|-----|---|
| Yes | |
| No | ✓ |

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

| | |
|-----|---|
| Yes | |
| No | ✓ |

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

| | |
|-----|---|
| Yes | |
| No | ✓ |

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACKLISTED?

| | | | |
|-----|---|----|--------------------------|
| Yes | ✓ | No | <input type="checkbox"/> |
|-----|---|----|--------------------------|

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

| | | | |
|-----|--------------------------|----|---|
| Yes | <input type="checkbox"/> | No | ✓ |
|-----|--------------------------|----|---|

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE
CONTRACT (BANK GUARANTEE ETC.)?

| | | | |
|-----|---|----|--------------------------|
| Yes | ✓ | No | <input type="checkbox"/> |
|-----|---|----|--------------------------|

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

| | |
|-----|---|
| Yes | |
| No | ✓ |

Signature & Official Stamp of
Authorized Officer



FOR OFFICE USE ONLY

SPPRA, Block, No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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List of bidders:

- (1) M/s Dr. Zia Uddin Hospital
- (2) M/s Dr. Essa Lab
- (3) M/s Chughtai Lab

Bids Evaluation Report

| | |
|--|---|
| Name of Procuring Agency | Sindh Integrated Emergency & Health Services (SI-EHS) |
| Tender Reference No | Tender Document - T48/2023 |
| Tender Description/Item/services | Medical Lab Test Services for staff |
| Budget Available | Yes |
| Method of Procurement | Single Stage One Envelope Procedure |
| Tender Published in Newspapers | Newspapers (Dawn, Jang and Kawah) |
| Date of Publication | 2 nd February 2023 |
| Total Bids Received | 03 |
| Technical Bid Opening date by procurement committee | 24 th February 2023 |
| Technical Evaluation completed by technical evaluation committee | 22 nd March 2023 |
| Bid(s) Rejected | None |

Technical Evaluation Committee Report:

As per notification of SI-EHS (copy attached) to establish technical evaluation committee, the following three staff were nominated to perform technical evaluation of received bids against Tender Reference T48/2023:

| Description | Nominated Staff Member |
|--|------------------------|
| User/Requester HR Department | Mr. Ahmed Ullah Khan |
| Nominated Member from Operations Department | Dr. Ali Khashan |
| Nominated staff member from Neutral Department | Dr. Nafeesa Bano |



Summary:

In result of publication of tender, three bids were received from the following bidders:

- (1) M/s Dr. Ziauddin Hospital, (2) M/s Dr. Essa Lab (3) M/s Chughtai Lab

The technical evaluation committee thoroughly reviewed the technical proposal of each bidder against the technical evaluation criteria defined in the tender document.

Result of Technical Evaluation (duly signed technical evaluation report is attached)

Bid(s) Qualified:

- M/s Dr. Essa Lab & M/s Chughtai Lab are **technically qualified** after meeting all technical criteria as defined in the tender document.

Bid(s) Disqualified:

- M/s Dr. Ziauddin Hospital is **technically disqualified** due to the fact that applicant failed to mention in the tender document required "Details of financial turnover of applicant's business year supported by income tax return document or financial audit report" and "Affidavit of compliance that the firm is not blacklisted & not involved in any active litigation with GoP or GoS" were not furnished with the submitted bid documents. Based on missing documents required in the eligibility criteria for evaluation, the bidder is considered non-responsive for further processing.



FINANCIAL EVALUATION

Period-1: up to 30th June 2023

| S R # | Medical Tests | QTY | Dr. Essa Lab | | Chughtai Lab | |
|-------------|--|------|---------------------|-------------|---------------------|-------------|
| | | | Unit price with Tax | Total Price | Unit price with Tax | Total Price |
| 1 | Cholera PA | 1000 | 70 | 70,000 | 70 | 70,000 |
| 2 | Anti-HCV | 1000 | 1000 | 1,000,000 | 720 | 720,000 |
| 3 | Hb. Ag | 1000 | 1120 | 1,120,000 | 800 | 800,000 |
| 4 | Medical Examination by General Physician | 1000 | 1000 | 1,000,000 | 500 | 500,000 |
| 5 | DIAGNOSTIC PHLE | 1000 | 300 | 300,000 | 200 | 200,000 |
| 6 | Urine OH | 1000 | 300 | 300,000 | 200 | 200,000 |
| 7 | Eye examination & color blindness test | 1000 | 1000 | 1,000,000 | 500 | 500,000 |
| | | | 5,400 | 5,400,000 | 3,620 | 3,620,000 |

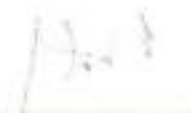
Period-2: from 1st July 2023 to 30th June 2024

| S R # | Medical Tests | QTY | Dr. Essa Lab | | Chughtai Lab | |
|-------------|--|------|---------------------|-------------|---------------------|-------------|
| | | | Unit price with Tax | Total Price | Unit price with Tax | Total Price |
| 1 | Cholera PA | 1000 | 70 | 70,000 | 70 | 70,000 |
| 2 | Anti-HCV | 1000 | 1000 | 1,000,000 | 710 | 710,000 |
| 3 | Hb. Ag | 1000 | 1110 | 1,110,000 | 800 | 800,000 |
| 4 | Medical Examination by General Physician | 1000 | 1200 | 1,200,000 | 500 | 500,000 |
| 5 | DIAGNOSTIC PHLE | 1000 | 70 | 70,000 | 200 | 200,000 |
| 6 | Urine OH | 1000 | 300 | 300,000 | 200 | 200,000 |
| 7 | Eye examination & color blindness test | 1000 | 1200 | 1,200,000 | 500 | 500,000 |
| | | | 7,300 | 7,300,000 | 3,620 | 3,620,000 |

RECOMMENDATION

Board of contract recommends in favor of **M/s. Chughtai Lab** based on following: **M/s. Chughtai Lab** is a well-established and reliable entity, having a track record of providing quality services. The contract value is PKR 5,600,000 per annum (fixed up to 30th June 2024). The contract value is PKR 7,300,000 per annum (fixed up to 30th June 2024). The contract value is PKR 3,620,000 per annum (fixed up to 30th June 2024). The contract value is PKR 3,620,000 per annum (fixed up to 30th June 2024).


Dr. Muhammad Saeed Quraishi
VC, DHS - Chairman


Mr. Mohammad Ibrahim Memon
Additional Secretary (F&A), Health
Department, GoS - Member


Mr. Syed Saqib Zaid
DG, PC&A - Member



Technical Evaluation report

| | |
|---|---|
| Tender reference: Tender 48 - 2023 | Tender description / nature of work: Medical Lab Test Services for staff |
| Method of procurement: Single stage one envelope | Total bid received: 03 (Three) |
| Bid opening date: Friday, 24th February 2023 | Bid rejected: None |

ELIGIBILITY CRITERIA FOR BIDDERS

| Sr | Requirement | Dr. Dawood Hospital | Dr. Ehsan Lari | Cigital Lab |
|----|--|------------------------------------|--|---|
| 1 | Companies must be available on List of Active Tax Payers' of FBR (for Income Tax) and GST / SRT (For Sales Tax) websites. | Active in both IT & GST (063774-1) | Active in IT Exempted from SRT (since printed statement record on SRT portal) (062414-0) | Active in both IT & SRT (1142-0015075-4) |
| 2 | For any awarding or previous service / goods provider to Sindh Integrated Emergency and Health Services (SIEHS) or Arsan Health Care Services (AHCS), the bidder needs to obtain a 'Satisfactory performance letter' from SIEHS or AHCS. | Not applicable | Matched in SIEHS/IT | Not applicable |
| 3 | Details of financial statements of at least past three years supported by income tax return documents for the last audit report. | Not provided | Satisfactory financial reports provided | Not provided. Tax returns and audit report are attached |
| 4 | Bidder in the TFC should assure that the firm is not blacklisted & not involved in any active litigation with Govt of Sindh. | Not provided | Whichever | Whichever |



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| | | | | |
|---|--|--|--|--|
| 5 | Tender Fee of Rs. 3500 in shape of Pay order should be in favor of Sindh Integrated Emergency and Health Services (SIEHS 4578003-0). | IBS, Islamic Pay order # 00023256 Rs. 3500 | Alfari Bank Pay order # 12060275 Rs. 3500 | Alfari Bank Pay order # 13025681 Rs. 3500 |
| 6 | Full amount of bid security - 2% of contract value | IBS, Islamic Pay order # 00023256 Pay order # 00023267 | Alfari Bank Pay order # 12060227 | Alfari Bank Pay order # 13025686 |
| | Contract value | 6,400,000 | 6,400,000 | 6,400,000 |
| | Required bid security amount | 128,000 | 128,000 | 128,000 |
| | Required bid security amount | 128,000 | 128,000 | 128,000 |
| | Bid Security | SUFFICIENT | SUFFICIENT | SUFFICIENT |

Decision

| | | |
|-------------------------|---|---|
| Bidder is dis-qualified | Bidder is responsive for further processing | Bidder is responsive for further processing |
|-------------------------|---|---|

Technical committee members

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Technical Evaluation

| S# | Evaluation Criteria | Period/Score | Dr. Easa Lab | Chughtai Lab | Dr. Davesh Hospital |
|--------------------------|--|--|---|---|---------------------|
| 19 | No. of years providing medical services 20 years and above 17 to 19 years 5 to 16 years | Maximum 25 25 20 10 | 1 Jan 16 20 | 22 Dec 11 10 | |
| 2a | Mandatory features - evacuation facilities Asphalt - 4 floors Hydrocarbons - 4 floors Cable - 3 floors | Details to be provided with location of presence of each feature Maximum 10 | 2 Locations 0 0 | 1 Location 0 0 | |
| 2b | Optional features - evacuation facilities Lifts in Health Subunit Block Jamboree, Shuttle, Jacobabad, Rawatara Kamran, Qambar, Dera Ghokri, Dera Gharo SR for Rawatara | Details to be provided with location of presence of each feature Maximum 27 | 0 0 | 3 Locations 0 | |
| 3 | Lowest Diverse price (applicable to only qualified bidders) | Maximum 40 | Period 1: 6,400 Period 2: 7,200 Total 13,600 for fee package = 7 periods | Period 1: 5,500 Period 2: 6,900 Total 12,400 for fee package = 6 periods | |
| Score | | | 52.00 | 40 | |
| Overall Score out of 100 | | | 54.49 | 40 | |

Disqualified - No supporting documents provided by the L1B

Technical committee members


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Remarks / Observations

| | Dr. Easa Lab | Chughtai Lab |
|------------------------|--|---|
| Mandatory Lab Features | Equipment in Karachi and Hyderabad location is not covered and hence mandatory requirement is not fulfilled | Footprint in Rawatara, Hydrocarbons, Rawatara - mandatory requirement is fulfilled Additional footprint in Kamran, Jacobabad, Qambar, Kamran, Qambar, Dera Ghokri |
| Proposed Fee rate | 14th June 2021 - Rs 6,400 per person for all shifts July 17 - June 2024 - 7,200 per person for all shifts | 14th June 2021 - Rs 5,500 per person for all shifts July 17 - June 2024 - Rs 6,900 per person for all shifts |

Technical committee members


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Annexure-7

| Period: Up to 30 th June 2023 | | | Dr. Zeeshan Lab | | Chughta Lab | | Dr. Ziauddin Hospital | |
|--|--|------|---------------------|------------------|---------------------|------------------|-----------------------|------------------|
| Sr No | Medical Tests | QTY | Unit price with Tax | Total Price | Unit price with Tax | Total Price | Unit price with Tax | Total Price |
| 1 | Chem PA | 1000 | 171 | 171,000 | 203 | 203,000 | 201 | 201,000 |
| 2 | Anti HCV | 1000 | 1607 | 1,607,000 | 1325 | 1,325,000 | 1500 | 1,500,000 |
| 3 | Hbs Ag | 1000 | 1520 | 1,520,000 | 1500 | 1,500,000 | 1500 | 1,500,000 |
| 4 | Medical Examination by General Physician | 1000 | 1000 | 1,000,000 | 900 | 900,000 | 1200 | 1,200,000 |
| 5 | CDC CSR Phary | 1000 | 660 | 660,000 | 590 | 590,000 | 675 | 675,000 |
| 6 | Urine DR | 1000 | 240 | 240,000 | 270 | 270,000 | 270 | 270,000 |
| 7 | Eye examination & color blindness test | 1000 | 1000 | 1,000,000 | 900 | 900,000 | 1200 | 1,200,000 |
| | | | 6,400 | 6,400,000 | 5,600 | 5,600,000 | 6,400 | 6,400,000 |

| Period: 1 st July 2023 - 30 th June 2024 | | | Dr. Zeeshan Lab | | Chughta Lab | | Dr. Ziauddin Hospital | |
|--|--|------|---------------------|------------------|---------------------|------------------|-----------------------|------------------|
| Sr No | Medical Tests | QTY | Unit price with Tax | Total Price | Unit price with Tax | Total Price | Unit price with Tax | Total Price |
| 1 | Chem PA | 1000 | 160 | 160,000 | 190 | 190,000 | 160 | 160,000 |
| 2 | Anti HCV | 1000 | 1400 | 1,400,000 | 1100 | 1,100,000 | 1200 | 1,200,000 |
| 3 | Hbs Ag | 1000 | 1300 | 1,300,000 | 1200 | 1,200,000 | 1200 | 1,200,000 |
| 4 | Medical Examination by General Physician | 1000 | 1000 | 1,000,000 | 900 | 900,000 | 1200 | 1,200,000 |
| 5 | CDC CSR Phary | 1000 | 700 | 700,000 | 600 | 600,000 | 675 | 675,000 |
| 6 | Urine DR | 1000 | 240 | 240,000 | 270 | 270,000 | 270 | 270,000 |
| 7 | Eye examination & color blindness test | 1000 | 1000 | 1,000,000 | 900 | 900,000 | 1200 | 1,200,000 |
| | | | 7,000 | 7,000,000 | 6,000 | 6,000,000 | 7,000 | 7,000,000 |



(Handwritten signatures and initials)

**ATTENDANCE FOR THE TENDER BID OPENING
TENDER 48-2023 – MEDICAL LAB TEST SERVICES FOR STAFF
HELD ON 24 FEBRUARY 2023, 10:00 AM**

The following firms through their representatives attended the bid opening meeting:

| Sr No | Name of Firm | Name of attendee | NIC number | Contact number | Signature |
|-------|-----------------------|------------------|-----------------|----------------|--------------------|
| 1 | Chughta Lab | Yousaf Khan | - | 0514-0553243 | |
| 2 | Eeda Lab | Husna Khan | 40203-6784999-6 | 0204-2450994 | <i>(Signature)</i> |
| 3 | Dr. Ziauddin Hospital | Asif Khan | 67401-9530538-2 | 021-366117 | <i>(Signature)</i> |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(Signature)
Dr. Muhammad Saad Qureshi,
Sr. DGHS – Chairman

(Signature)
Mr. Muhammad Ibrahim Mirza,
Additional Secretary (PM&I), Health
Department, Govt. of Sindh

(Signature)
Mr. Afzal Qureshi, Deputy Director,
PM&I, Proxy of Mr. Saad Qureshi
Sr. DG, PM&I

Dr. Sibtul Haq,
Sr. Medical Officer

ELIGIBILITY CRITERIA FOR BIDDERS

Bidder which meets the following eligibility criteria / mandatory requirements would be declared responsive for further evaluation as per the Evaluation Criteria specified in this bidding document.

Verifiable documentary proof for all following requirements are mandatory requirement, noncompliance will lead to disqualification.

1. Bidder shall complete all the terms & conditions of this bidding document.
2. Bidder able to enclose the documents as per the list of required bidding document.
3. Companies must be available on List of Active Tax Payers² of FBR (for Income Tax) and GST / SRB (For Sales Tax) websites.
4. For any existing or previous service / goods provider to Sindh Integrated Emergency and Health Services (SIEHS) or Aman Health Care Services (AHCS), the bidder needs to obtain a 'Satisfactory performance letter' from SIEHS or AHCS. This letter can be obtained by a written request to SIEHS's procurement department or technical end user department.
5. Details of financial turn-over of at least past three years supported by income tax return document or financial audit report.
6. Affidavit on Rs. 100 stamp paper that the firm is not blacklisted & not involved in any active litigation with GoP or GoS.
7. Tender Fee of Rs. 3,000 in shape of Pay order should be in favor of Sindh Integrated Emergency and Health Services (NTN#4979065-0)

Any quote not meeting the eligibility criteria will be considered disqualified.

BID EVALUATION CRITERIA

The bids shall be evaluated on most advantage bid basis and bidder needs to be complaint with all requirements mentioned in the below criteria.

1. The Bids shall be evaluated on complete Lot / Group / Package basis for 4 items i.e. shirts, t-shirts, trouser & belt (as a kit) excluding the safety shoes, reflected in the bid form / price schedule. Bids for partial / limited item(s) shall not be considered and rejected.
2. The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
3. Bidders achieving minimum 70% overall points / marks will be considered only for further process besides minimum compliance of 50 % points/marks is mandatory in all variables. Documentary evidence must be attached in support of your claim.
4. Only those Financial Proposals will be announced / considered which were technically qualified by the committee.

BID EVALUATION CRITERIA – 100 MARKS

| S# | Evaluation Criteria | Points/Score |
|-----|--|-------------------|
| 1. | No. of years providing medical test facilities | Maximum 20 |
| | 20 years and above | 20 |
| | 11 to 19 years | 15 |
| | 5 to 10 years | 10 |
| 2a. | Mandatory footprint - medical test facilities | Maximum 18 |
| | Karachi – 6 marks Hyderabad – 6 marks Sukkur – 6 marks (Details to be provided with location of presence for each location) | |
| 2b. | Additional footprint - medical test facilities | Maximum 22 |
| | Larkana, Thatta, Sujawal, Badin, Jamshoro, Ghotki, Jacobabad, Kashmirore Kandhkot, Qambar ShadadKot, Shikarpur, Mir Pur Bathoro (Details to be provided with location of presence, 2 mark for each location) | |
| 3. | Lowest Quoted price (applicable to only qualified bidders) | Maximum 40 |

The formula to calculate the marks for the quoted price is given below to be applied on unit price and/or total quoted price:

Solved example of financial scoring

If the lowest quoted price for the tests as a package is Rs. 4,000 the same lowest will obtain score as below:

$$[4,000 + 4,000] \times 40 = 40 \text{ marks being the lowest bidder for the quoted item}$$

If the next higher quoted price is Rs. 5,000 the marks obtained will be:

$$[4,000 + 5,000] \times 40 = 32 \text{ marks}$$

If the next higher quoted price is Rs. 6,000 the marks obtained will be:

$$[4,000 + 6,000] \times 40 = 26.66 \text{ or round of as 27 marks and so on.}$$

For the purposes of determining the best advantageous bid (amongst qualified bidders), factors such as price, payment terms, delivery timelines, previous performances, previous experience, quality assurance, expertise and such other details may be considering with SIEHS having the discretion to decide accordingly.

Announcement of bid evaluation report - Tender 49-2023 - Medical Lab test services

You forwarded this message on Mon 4/3/2023 12:04 PM.



Procurement SIEHS

Dr. Faraz Ahmad | Manager LR Mgmt

Secy | faraz.ahmad@proc.sindh.gov.pk | adnan.hussain@proc.sindh.gov.pk | amirul.khan@chughtalab.com

SEE - Tender 49-2023.pdf

2 MB

Dear Concerned,

Your organization has recently participated in a tender pertaining to provision of Medical lab tests. Attached is the bid evaluation report for your information.

Thanks and regards,

Procurement Department





CHUGHTAI LAB
ONE NATION - ONE LAB



Integrity Pact

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

Contract Number: Tender 48-2023 Dated: 7th April 2023
Contract Value: PKR 5,600,000 each year for 2 years' period with price revision in 3rd year
Contract Title: PROVISION OF MEDICAL LAB TEST SERVICES

Chughtai Lab 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, **Chughtai Lab** 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

Chughtai Lab 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.

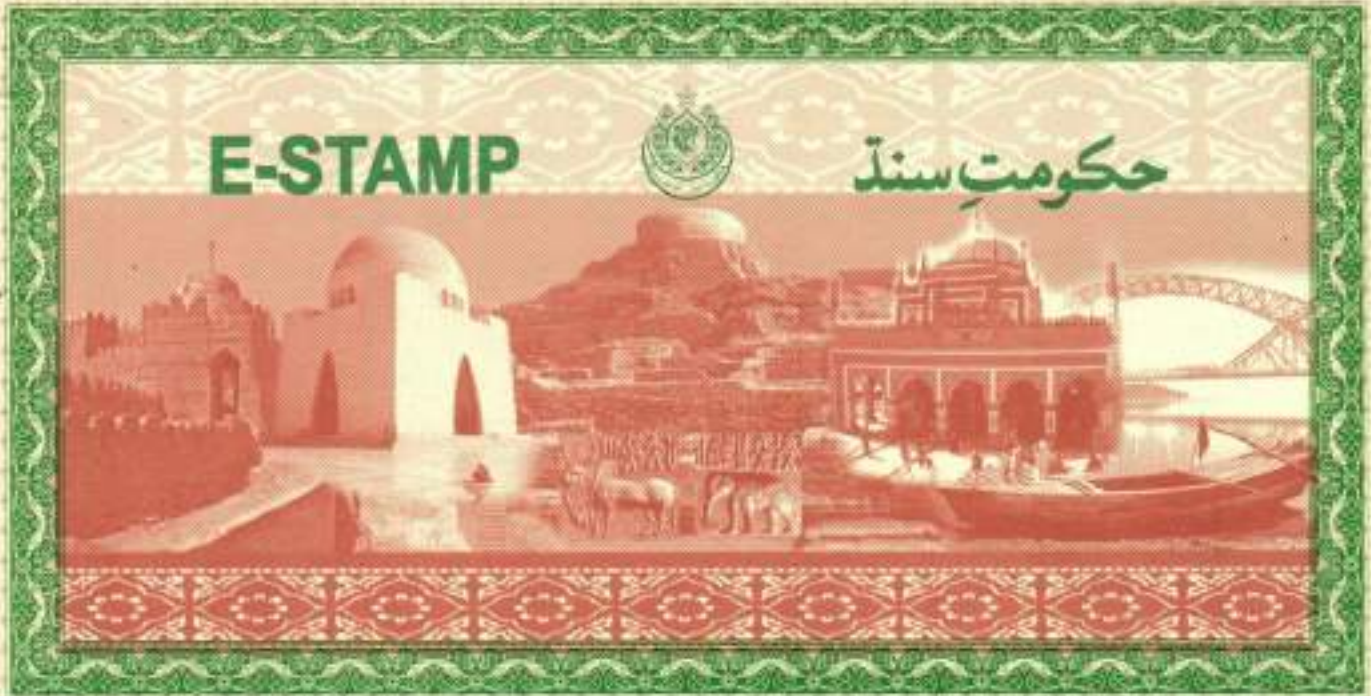
Chughtai Lab accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege 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, **Chughtai Lab** 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 **Chughtai Lab** 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.


Sindh Integrated Emergency
and Health Services


Chughtai Lab 





SND-0313-12780631303

GoS-KHI-18D1E8BE5606F6C3

Non-Judicial**Rs 19,600/-**

| | |
|----------------------|---|
| Description | : Contract - 15(a) |
| Principal | : Sindh Integrated Emergency and Health Services [49790650] |
| Contractor | : Chughtai Lab Pvt Ltd [39359204] |
| Applicant | : Yousra Khan [43102-3542925-4] |
| Stamp Duty Paid by | : Chughtai Lab Pvt Ltd [39359204] |
| Issue Date | : 28-Apr-2023, 03:25:55 PM |
| Paid Through Challan | : 2023A38973639262 |
| Amount in Words | : Nineteen Thousand Six Hundred Rupees Only |

Please Write Below This Line

Provision of medical lab test services - Tender reference 48-2023
THIS AGREEMENT / CONTRACT is made at Karachi on this 12th April 2023

BETWEEN

Messers Chughtai Lab, a company having its registered office at Plot no. 2, Block 3, P.E.C.H.S, Shaheed-e-Millat Road, Karachi, Sindh, Pakistan hereinafter called "**Supplier / Service Provider**", (which expression shall wherever the context so admits mean and include its successors-in-interest and permitted assigns) of the ONE PART.

AND

Sindh Integrated Emergency and Health Services (SIEHS), a section 42 not-for-profit company registered under the laws of the Islamic Republic of Pakistan and having its office at 43,15/K, Block 6 PECHS Raazi Road, Karachi, Sindh, Pakistan hereinafter called "**the Company**" (which expression wherever the context so admits shall mean and include its successors-in-interest and assigns) of the OTHER PART.

Messers **Chughtai Lab** and **Sindh Integrated Emergency and Health Services** are hereinafter collectively referred to as the "Parties" and individually as a "Party")

WHEREAS Sindh Integrated Emergency and Health Services is a section 42 not-for-profit company focusing on Health and Ambulance Operations based and operating in Pakistan.





E-STAMP
CONTINUATION SHEET
Government of Sindh

AND WHEREAS the Supplier / Service Provider has agreed to provide goods / services and Company has agreed to take the goods / services as per the terms & conditions, scope of work (descriptions / specifications) as given in annexures of this agreement / contract.

NOW THEREFORE THIS AGREEMENT / CONTRACT WITNESSETH;

Annexure A – General Terms and Conditions

Annexure B – Scope of Work

Annexure C – Price Schedule / Contract Price

IN WITNESS WHEREOF the parties hereto have set their respective hands through their nominated signatories on the day, month and year first above written.

For and on behalf of Sindh Integrated Emergency and Health Services

Signed by

(Name) ABID NAYEED
(Signature) [Handwritten Signature]
(Designation) CEO - SIEHS



WITNESSES:

(Name) PERVEZ AHMED
(Signature) [Handwritten Signature]
(CNIC No.) 42501-8589749-3

(Name) Kashif Wajid
(Signature) [Handwritten Signature]
(CNIC No.) 42201-0330222-9

For and on behalf of Chughtai Lab

Signed by

(Name) Yousra Khan
(Signature) [Handwritten Signature]
(Designation) Asst. Manager Corporate



WITNESSES:

(Name) Farhan Iqbal
(Signature) [Handwritten Signature]
(CNIC No.) 42401-29977547

(Name) Saim Ahmed
(Signature) [Handwritten Signature]
(CNIC No.) 42101-2439515-5



Annexure A
GENERAL TERMS AND CONDITIONS

ARTICLE 1

DEFINITIONS

The following definitions shall apply to this Agreement / contract except where the context otherwise requires. Words importing the singular include the plural and vice versa where the context requires.

1.1 COMPANY

Company shall mean Sindh Integrated Emergency and Health Services (SIEHS).

1.2 COMPANY REPRESENTATIVE

Company Representative shall mean any person nominated to coordinate and deal with the Supplier / Service Provider or with Supplier's / Service Provider's Organization on behalf of the Company. The terms Requestor or End user or Business Unit where used in this Agreement / contract shall have the same meaning as the Company Representative.

1.3 SUPPLIER / SERVICE PROVIDER

Supplier / Service Provider shall mean the person or Company identified in this Agreement / contract or the person or the Company identified in the Purchase Order as the Supplier of Goods / Service. Where the term "Seller" or "Vendor" or "Contactor" appear they shall be taken to mean Supplier / Service Provider.

1.4 SUPPLIER / SERVICE PROVIDER'S ORGANISATION

Supplier / Service Provider's Organization shall mean subsidiaries and/or any other person or Company having an Agreement / contract directly or indirectly with the supplier / service provider for the supply of Goods / Services.

1.5 AGREEMENT / CONTRACT

Agreement / contract / means this agreement / contract.

1.6 GOODS

Goods mean the material and equipment to be supplied by the Supplier or Supplier's Organization as specified in Annexure B and/or the Purchase Order.

1.7 SERVICES

Services shall mean the services to be provided by and execution of work to be done by the Service Provider as specified in Annexure B and/or the Purchase Order.

1.8 PURCHASE ORDER

Purchase Order means an order to purchase Goods and Services from the Supplier / Service Provider or Supplier's / Service Provider's Organization placed by the Company as and when required.

1.9 INSPECTION

Inspection shall mean inspection by the Company's Representative of the Goods supplied / Service provided.

1.10 DELIVERY

Delivery shall mean the point or location(s) where the Company takes possession of the Goods and Services or a part of the Goods and Services.

1.11 CONFIDENTIAL INFORMATION

Confidential Information means all oral, electronic, and written information and material, in tangible and intangible format (including, without limitation, financial information, irrespective of the form of communication), which whether designated as "Confidential" or not is considered as confidential.

1.11.1 In the performance of this Agreement, each Party may be exposed to Confidential Information of the other Party. No Party may disclose, reveal or use any such Confidential Information explicitly marked confidential without, in each instance, obtaining the express prior written consent of the owner thereof. However, information required to be published publicly under Sindh Public Procurement Regulatory Act (SPPRA) rules will not be considered as confidential. These obligations shall survive the expiration or termination of this Agreement.



1.11.2 Each Party acknowledges and agrees that the Confidential Information received by it from the other Party shall be kept confidential and shall not be disclosed or revealed to any other person other than those employees of such Party who needs to know the Confidential Information for the purpose of performing their respective obligations under this agreement and such employees shall take responsible steps to keep secrets. However, information required to be published publically under Sindh Public Procurement Regulatory Act (SPPRA) rules will not be considered as confidential.

1.11.3 The obligation of the Parties under Confidentiality Clause shall survive the termination/expiry/cancellation of this Agreement and remain valid and in full force even after the termination/expiry/cancellation of this Agreement.

1.12 LAW

Law means any applicable federal, state, or local Law, regulation, rules, or ordinance enforced in Pakistan.

ARTICLE 2

SCOPE OF WORK

2.1 The Supplier / Service Provider shall supply the goods / services according to the specification and description as given in **Annexure B**.

ARTICLE 3

BUSINESS INTEGRITY

3.1 The Supplier / Service Provider shall act in accordance with the provisions of this Agreement / contract, rules and policies of the Company as communicated and:

- a. shall ensure that the goods / services supplied are as per specifications and free from all defects.
- b. should comply with any conditions or warranties provided for by law.

ARTICLE 4

CONTRACT PRICE

4.1 In full consideration of the Supply of Goods / Service provided and of the fulfillment of other obligations under the Agreement / contract, the Company shall, subject to the provisions of the Agreement / contract, pay or cause to be paid to Supplier / Service Provider the contract price of the goods / services in accordance with the provisions of the **Annexure C**.

4.2 The Parties shall defend, indemnify and hold harmless each other from any liability resulting failure to comply with the reporting or other procedural requirements with respect to their payment.

ARTICLE 5

TERMS OF PAYMENT

5.1 In consideration of goods / services supplied / provided as per specifications and verified by the relevant department, the Company will make payment to the Supplier / Service Provider mentioned in **Annexure C**.

5.2 Contract price as specified in **Annexure C** of the Agreement / contract shall remain unchanged during the 2 terms of this Agreement / contract (initiation to June 30th 2023 and next 12 months July 1st 2023 – June 30th 2024). The increase in price for the third year (July 1st 2024 – June 30th 2025) cannot be more than the annual CPI published by the State Bank of Pakistan, the changes in fuel prices, inflation and not more than the published lab test rates quoted for general public. The increase in price is subject to mutual agreement of both parties.

5.3 Except in case of discrepancies in the invoice submitted to the Company, payment to the Supplier / Service Provider shall be made with in **Forty-five (45) days** of submission of invoice along with the delivery notes of goods / services completion certificate and written verification by the authorized representative of the Company. Invoices must be sent to Company User / Finance Department.

ARTICLE 6

EXAMINATION & PERFORMANCE GUARANTEE

6.1 Company or its designates shall have the right, at any time, to examine the goods supplied / services provided by the Supplier / Service Provider and their performance and to reject any items found to be not in accordance with the provisions of the Agreement / contract or the specifications provided for supply of goods/ services for which the Company shall have sole discretion. No such examination or rejection shall relieve Supplier / Service Provider of any of its obligations and/or liabilities under the Agreement / contract.



6.2 Any additional work to be performed or action to be taken by Supplier / Service provider resulting from examination or rejection as referred to in Article 6.1 shall not be regarded as a variation in Supplier / Service Provider's Work and shall be carried out at Supplier / Service Provider's own expense.

6.3 The rejected Goods will be replaced by the Supplier / Service Provider at its own cost. In case of failure on the part of the Supplier / Service Provider to replace the rejected equipment or material / service, the Company shall be entitled to deduct the entire cost of the rejected equipment or material from the Supplier's invoices which may be due for payment.

6.4 The service provider shall submit the Performance Security / Guarantee in the amount finalized through the tender 48-2023 in the shape of Pay Order or Demand Draft or a Bank Guarantee in favor of the Company issued by a scheduled bank in Pakistan. No interest will be paid on Performance security. The Performance Security / Guarantee shall be returned after expiry of contract and settlement of all claims. This amount will be returned to the supplier after satisfactory completion note from the Company.

6.5 In the event of failure to provide items/services as per contract / agreement / work order within the stipulated period, the performance security may be forfeited. In that event, acquiring of the said items/services may be taken from the next lowest bidder vide the same work order at contractor's risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said Supplier / Service Provider or from any sum due of which may become due to the Supplier / Service Provider. If any equipment / Instrument or property of the Company or its representative / landlord / donor/ is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the Supplier / Service Provider.

ARTICLE 7

INDEMNIFICATION

7.1 Supplier / Service Provider hereby agrees and undertakes to indemnify and hold harmless to the Company, its members, subsidiaries, affiliates and joint venture partners, and their respective directors, officers, employees, and agents ("indemnified parties") from and against all proceedings, costs, charges, obligations, liabilities, actions, claims, demands, causes of action, suits, damages, judgments, liens, penalties, and expenses including, without limitation, costs and legal fees which may be rendered against the Company.

7.2 Without prejudice to the provision of Article 7.1, Supplier / Service Provider shall hold harmless and indemnify the Company from and against all liens, attachments or claims by Supplier / Service Provider's Representatives or persons alleging to be Supplier / Service Provider's Representatives in connection with or arising out of Supplier / Service Provider's Work. The Company shall have the right to withhold the amount involved in the cost arising out of such lien, attachment or claim from any payment due to Supplier / Service Provider until removal of such lien, or attachment or settlement of such claim by Supplier / Service Provider.

ARTICLE 8

WARRANTY

8.1 The Supplier / Service Provider warrants and guarantees that the Goods / Services shall be of good standard and quality and shall comply in all respects with the agreed terms and scope of work, and are carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable, care and skills.

8.2 In case of failure of the Supplier / Service Provider to rectify any defects in the Goods / Services as notified by the Company, the Company shall have the rights to deduct an amount equivalent to the value of goods / services from the Supplier / Service Provider's invoices which may be due for payment and/or terminate this Agreement / contract without prejudice to other rights and remedies available to the Company.

ARTICLE 9

TERM & TERMINATION

9.1 This Agreement / contract shall remain in full force and effect for an initial period up to 30th June 2023. However, contract can be extended for a period of further one year (12 months, July 1st 2023 – June 30th 2024). The contract may further be renewed for next year (12 months, July 1st 2024 – June 30th 2025) maximum up to three years (subject to the satisfactory performance).

9.2 Either party will have the option to terminate this Agreement / contract by giving one (1) month written notice in advance. If the Supplier / Service Provider exercises right under this provision in that case the Supplier / Service Provider shall comply with instructions of the Company in respect of the last



date for rendering of the Services and till that date the Supplier / Service Provider shall be responsible to provide the Goods/Services.

9.3 Breach of any condition of any term of the Agreement / contract and directions issued by the Company as and when communicated to the Supplier / Service Provider, including the terms of Annexure A. If the Supplier / Service Provider shall not rectify the breach within the stipulated period or comply with the Obligations of the Supplier / Service Provider, the non-compliance of obligation of the Supplier / Service Provider shall give the Company right to terminate the agreement / contract immediately without prior notice and without prejudice to any other rights which may be available to the Company.

9.4 In the event of the following, the Company shall have the right to immediately terminate this Agreement / contract without assigning any further reason and without any notice in writing or otherwise.

- a. Supplier / Service Provider fails to comply with any provision of this Agreement / contract, and or fails to comply with local / national laws and directions as and when communicated.
- b. Any default by Supplier / Service Provider, or in case the Company wishes to close the business at the Site or wants to use it for some other purposes.

9.5 If the Company shall elect to terminate this Agreement / contract, all rights and obligations of Supplier / Service Provider shall terminate, except for Supplier / Service Provider's indemnification contained herein.

ARTICLE 10

FORCE MAJEURE

10.1 Neither Party to this Agreement / contract shall be liable for a delay in the execution of the Agreement / contract or for any failure to fulfill any term of the Agreement / contract if such delay or fulfillment has been caused by Force Majeure.

10.2 Force Majeure shall for the purpose of the Agreement / contract mean an occurrence, which is beyond the control of the party affected and could not have been overcome or prevented by the exercise of reasonable diligence.

10.3 Without prejudice to the generality of Article 10.2 the events falling within Force Majeure include, subject to the conditions of the said Article 10.2, force of nature, lightning, earthquakes, floods, volcanoes, tidal waves, acts of war or public enemy, lockdown due to global pandemic and riots.

10.4 On the occurrence of any condition of Force Majeure the Party so affected shall immediately give verbal notice of such an event to the other Party and promptly confirm that notice by letter or email to the Company Representative.

ARTICLE 11

ASSIGNMENT

11.1 Supplier / Service Provider shall not be entitled to assign either in whole or in part any of its rights and obligations to sub-let under the Agreement / contract without the prior written consent thereto of the Company.

11.2 Any Party to whom the rights and obligations under the Agreement / contract are transferred to sub-contractor shall be bound by all the provisions of this Agreement / contract. In addition to Article 11.1, Supplier / Service Provider shall procure as a condition precedent to any assignment that such assignment shall:

- a. Be executed in accordance with the provisions of this Agreement / contract;
- b. Be executed contemporaneously with a separate specific Agreement / contract in favor of and for the benefit of the Company to the effect that the assignee accepts and agrees to be bound by the Agreement / contract;
- c. Be of no force or effect whatsoever unless and until the provisions of this Article 11 have been met, and an executed copy of the Agreement / contract referred to in (b) above has been delivered to the Company as a pre-condition to granting the required written consent.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 Supplier / Service Provider, its employees and agents shall observe and abide by and shall ensure that its subcontractor shall observe and abide by all applicable laws, rules and regulations in Pakistan.



connection with the Agreement / contract including but not limited to those with respect to labor and insurance.

12.2 Supplier / Service Provider shall obtain without delay such authorizations, approvals, permits, consents and licenses which are necessary for it to perform the Agreement / contract.

12.3 Supplier / Service Provider specifically undertakes that it shall not engage/hire/employ child labor / force labor in line with local labor law, while discharging its contractual duties hereunder.

12.4 Without prejudice to any other rights that the Company may have the right to terminate the Agreement / contract or any Contract/Work Statement immediately upon notice in writing, if the Supplier / Service Provider violate the provisions of this clause.

ARTICLE 13

WAIVER

13.1 A waiver on the part of the Company or the Supplier / Service Provider of any breach of any term, provision or condition of the Agreement / contract shall not constitute a precedent nor bind either party hereto to a waiver of any succeeding breach of the same of any other term, provision or condition of the Agreement / contract.

ARTICLE 14

APPLICABLE LAW

14.1 The validity, applications, interpretation and implementation of the Agreement / contract and any dispute, controversy and claims shall be governed by the laws of the Islamic Republic of Pakistan.

ARTICLE 15

JURISDICTION

15.1 The parties shall submit to the exclusive jurisdiction of the Karachi, Sindh Courts.

ARTICLE 16

LANGUAGE

16.1 For all aspects of the Agreement / contract, the English language shall be the ruling language.

ARTICLE 17

SAFETY

17.1 Supplier / Service Provider shall take all necessary precautions in connection with the Agreement / contract in order to ensure the safety and health of the personnel of the Company, Supplier / Service Provider and third parties. The Company will not be responsible for compensating any damages sustained by the Supplier / Service Provider due to the negligence of Supplier / Service Provider. Further the Company shall have the right to claim from the Supplier / Service Provide, the damages incurred due to negligence of safety.

ARTICLE 18

NOTICES

18.1 All notices and other communications to be sent by either party to the other shall be duly communicated if delivered to the other party at its address referred to below or its receipt has been acknowledged in writing provided that either party may any time designate a different address to which notices and other communications are thenceforth to be sent.

Supplier / Service Provider at:

Chughtai Lab
Plot no. 2, Block 3, P.E.C.H.S, Shaheed-e-Millat Road,
Karachi, Pakistan

| Name | Designation | Email | Contact Numbers |
|--------------------------|-------------------------------|-----------------------------|-----------------|
| Yousra Khan | Asst. Manager Corporate Sales | yousra.8564@cll.edu.pk | 0349-0053843 |
| Syed Ammar Hussain Kazmi | Manager Corporate Sales | Ammar.kazmi@chughtailab.com | 0341-0203914 |



Company at:

Sindh Integrated Emergency and Health Services
 Plot # 43-15/K, Block 06, P.E.C.H.S
 Karachi, Sindh, Pakistan

| Name | Designation | Email | Contact Numbers |
|------------------------|--------------------------------------|----------------------------|-----------------|
| Ahmed Ullah Khan | Manager-HR (Compensation & Benefits) | ahmed.khan@siehs.org | 0301-1188422 |
| Syed Sharjeel Ul Hasan | Senior Manager Procurement | Sharjeel.ulhasan@siehs.org | 0301-8220202 |

18.2 Any notice, documents or other writing required by the Supplier / Service Provider to be given or sent shall be deemed to have been duly given or sent if it is delivered in person to the addressee or, if sent by courier or e-mail, when it is received by the addressee.

18.3 The address for delivery of notices and documents to the Company or the Supplier / Service Provider, as the case may be, pursuant to this Article shall be as stated in the Agreement / contract or as may otherwise be notified from time to time in writing by one party to the other.

ARTICLE 19

ALTERNATIVE SUPPLIER / SERVICE PROVIDER

19.1 In the event of a default by the Supplier / Service Provider to fulfill any of the terms and conditions of the Agreement / contract, the decision of the Company being conclusive and final in the matter, the Company shall have the absolute right to cancel the Agreement / contract forthwith and stop receiving goods / services from the Supplier / Service Provider without incurring any liability financial or otherwise and shall be entitled to recover the cost of arranging alternate Supplies / Service Provider from other sources from the Supplier / Service Provider or adjust the same against the Supplier / Service Provider's outstanding bills.

ARTICLE 20

SURVIVAL

20.1 Cancellation, expiration or earlier termination of this Agreement / contract shall not relieve the Supplier / Service Provider from obligations being entered under this Agreement / contract and Supplier / Service Provider shall be bound to complete the services or supplies of goods with the predetermined specifications and shall continue to be responsible for the warranties, remedies, promises of indemnity and confidentiality as decided.

ARTICLE 21

ENTIRETY OF THIS AGREEMENT / CONTRACT

21.1 No prior stipulation, agreement / contract of understanding, verbal or otherwise, of the parties or their agents with respect to the subject matter of this Agreement / contract shall be valid or enforceable unless embodied in the provisions of this Agreement / contract.

ARTICLE 22

RIGHT TO VARY QUANTITIES

22.1 The Company reserves the right to increase and/or decrease the quantity of tests originally specified in the tender 48-2023 without any change in unit price or other terms and conditions during period of performance of this Agreement / contract.

The following annexures will form part of this agreement / contract:

- X
- X
- X
- X
- X
- X
- X
- X
- X
- X
- X
- X
- X
- X



Annexure C
PRICE SCHEDULE / CONTRACT PRICE

Period: Upto 30th June 2023

| SR # | Medical Tests | QTY | Unit Price inclusive of Total Price (in all taxes (in Rs.) | |
|------|--|------|--|-----------|
| 1 | Chest PA | 1000 | 600 | 600,000 |
| 2 | Anti HCV | 1000 | 1325 | 1,325,000 |
| 3 | HBs Ag | 1000 | 950 | 950,000 |
| 4 | Medical Examination by General Physician | 1000 | 900 | 900,000 |
| 5 | CBC ESR Profile | 1000 | 650 | 650,000 |
| 6 | Urine DR | 1000 | 275 | 275,000 |
| 7 | Eye examination & color blindness test | 1000 | 900 | 900,000 |

Period: 2, 1st July 2023 – 30th June 2024

| SR # | Medical Tests | QTY | Unit Price inclusive of Total Price (in all taxes (in Rs.) | |
|------|--|------|--|-----------|
| 1 | Chest PA | 1000 | 600 | 600,000 |
| 2 | Anti HCV | 1000 | 1325 | 1,325,000 |
| 3 | HBs Ag | 1000 | 950 | 950,000 |
| 4 | Medical Examination by General Physician | 1000 | 900 | 900,000 |
| 5 | CBC ESR Profile | 1000 | 650 | 650,000 |
| 6 | Urine DR | 1000 | 275 | 275,000 |
| 7 | Eye examination & color blindness test | 1000 | 900 | 900,000 |

- The above rates / prices should be inclusive of all applicable taxes (WHT/SRB/GST) and charges.
- No of tests can vary from 1000 test. Prices will remain same for additional or lower number of tests.
- Above rates / prices should be inclusive of all requirements mentioned scope of work.

PRICE REVISION OF CONTRACT

The Agreement is a fixed price agreement without the provision of changes in quoted rates for the period up to 30th June 2024. Contract price of the tests shall remain unchanged during the 2 terms of this Agreement / contract (initiation to June 30th 2023 and next 12 months July 1st 2023 – June 30th 2024). The increase in price for the third year (July 1st 2024 – June 30th 2025) cannot be more than the annual CPI published by the State Bank of Pakistan, the changes in fuel prices, inflation and not more than the published lab test rates quoted for general public. The increase in price is subject to mutual agreement of both parties.

PAYMENT TERM

Payment shall be made within Forty-five (45) days of submission of invoice along with the summary of tests conducted as per agreed format of reporting between the Company and the service provider.

COST OF STAMP DUTY

0.35% of the Agreement / contract value or as notified by the Government of Sindh, will be paid by the Supplier / Service Provider.

LOCATION OF SERVICE PROVISION

The lab tests will be conducted primarily in Karachi, Hyderabad, Sukkur. Whereas some services will be available at collection points in Larkana, Jacobabad, Ghotki, Kashmore, Qambar ShadadKot.

SERVICE QUALITY

Test reports to be provided by the lab in 4-5 working days, online reports to be made accessible within 2-3 working days. For tests taken through collection points, the reporting time can vary.

Subletting of services to any other lab is not allowed. If such practice comes to the knowledge of SIHS, service provider may be liable to a penalty of Rs. 50,000 and / or cancellation of the agreement with subsequent forfeiture of performance security.



