

Peoples University
of Medical & Health Sciences for women
Nawabshah, Shaheed Benazirabad, Sindh, Pakistan



BID DOCUMENT

TENDER FOR

Procurement of I.T. Equipment

- a. Security Surveillance System at New Campus
- b. Optical Marker Machine with Software
- c. Attendance Sheet with Equipment & Software
- d. Printer, Scanner & Toners

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PEOPLE'S UNIVERSITY OF MEDICAL & HEALTH SCIENCES
FOR WOMEN, NAWABSHAH

“SAY NO TO CORRUPTION”
No. PUMHSW/CPC/PROC:/ 095.
15-04-2021

The Sealed bids are invited from the well reputed firms. The details of tenders are as under:

Sr.	Tender Description	Bid Procedure
01	Procurement of IT Equipment FOR PUMHSW (F.O.R. Basis)	Single Stage – Two Envelop
	a. Security Surveillance System at New Campus	
	b. Optical Marker Machine with Software	
	c. Printer, Scanner & Toners	
02	Procurement of Printed Items FOR PUMHSW (F.O.R. Basis)	
Bid Doc. Issuance	Documents will be issued from the first day of publication in Newspapers of this advertisement up to 03-05-2021 . (From the office of Deputy Director Purchase, PUMHSW)	
Bids Submission	(Date & time): 04-05-2021 at 11:00 (AM) The Bids received after the due date and time will not be accepted.	
Bid Opening	(Date & time): 04-05-2021 at 11:45 (PM)	
Bid Security	5% in the shape of pay order / bank Draft in the name of Vice Chancellor, PUMHSW.	

2. Eligibility:

- (i) Active Income Tax & GST registered firms.
- (ii) Experience: Minimum three of experience in the relevant field
- (iii) Turnover: as mentioned in Bid Document.
- (iv) Quoted Brand have IDC and Gartner Report (For serial#01, where applicable)
- (v) Manufacturer Authorization Letter (For serial#01).

3. Bidding/Tender Documents:

- (i) Tender Documents with detailed specifications can be obtained from the office of Deputy Director Purchase, PUMHSW. The bidder shall submit an application in the name of Chairman, Central Purchase Committee and the copy of NTN and GST (for registration in SPPRA-PPMS website).
- (ii) The bidder shall pay the tender fees (Non-Refundable) of **Rs. 2,500/-** in University HBL Bank Account, Title “PUMHS Other Receipts”, Account # 1439-79013279-01.
- (iii) The bidder shall send the following to the office of Deputy Director Purchase on or before the last date of tender issuance. Because, in case of any modification / amendment in the tender document, will be communicated to bidder within time and convenience.
- (iv) The bid document will be Submitted the office of Deputy Director Purchase, PUMHSW. The place of opening will be Committee Room of Vice Chancellor at Latif Hall, Peoples University of Medical & Health Sciences, Nawabshah.
- (v) The Tender Document can also be downloaded from the official website of PUMHSW (www.pumhs.edu.pk/) and SPPRA-PPMS (www.ppms.pprasinidh.gov.pk).
- (vi) For any information fell free to contact at PTCL (0244-366210) and email address (ddp@pumhs.edu.pk).

4. Terms & Conditions: Under following conditions bid will be rejected:-

- (i) Conditional and telegraphic bids/tenders.
- (ii) Bids not accompanied by bid security of required amount and form.
- (iii) Bids received after specified date and time.
- (iv) Black listed firms or permanently barred by the PPRA or SPPRA Authorities.
- (v) Firms in litigation.

Chairman,
Central Purchase Committee, PUMHSW.

A: Instructions to Bidders. (ITB)

1. INTRODUCTION

1. GENERAL

- 1.1 **Peoples University of Medical & Health Sciences for Women, Nawabshah (Shaheed Benazirabad), Sindh**, intends to purchase the various items for PUMHSW from Government allocated funds and Funds allocated by HEC, the items are distributed with respect to allocations.

2. ELIGIBLE BIDDERS

- 2.1 This Invitation for Bids is open to all original Manufacturers, within Pakistan and abroad, and their Authorized Agents / Importers / Bidders / Distributors.
- 2.2 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 University 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.
- 2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Federal Govt. or Provincial Govt.
- 2.4** Bidder should not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization in accordance with sub **clause 35.1**.

3. ELIGIBLE GOODS

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term “Goods” includes any Goods that are the subject of this Invitation for Bids and the term “Services” shall include related services such as transportation, insurance etc. **The “Origin” means the place where the “goods” are mined, grown, or produced, or the place from which the “related services” are supplied.** Goods are produced through manufacturing or processing, or substantial or major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2. THE BIDDING PROCEDURE

4. Single Stage - Two Envelope Procedure under SPPRA Rule number 46-2.

- (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (b) Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (d) Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
- (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (j) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.
- 4.2 The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.

3. THE BIDDING DOCUMENTS

5. CONTENTS OF BIDDING DOCUMENTS

5.1 The Bidding Documents:

In addition to the Invitation for Bids (IFB) / Tender Notice, the bidding documents include:

- i. Instructions to Bidders (ITB);
- ii. General Conditions of Contract (GCC)
- iii. Special Conditions of Contract (SCC)
- iv. Schedule of Requirements
- v. Technical Specifications
- vi. Article of Agreement
- vii. Manufacturer's Authorization Form
- viii. Performance Guarantee Form;
- ix. Bid Form; and
- x. Price Schedules.
- xi. Evaluation Criteria for Technical & Financial Proposals.

5.2 In case of discrepancies between the Invitation for Bids (IFB) / Tender Notice and the Bidding Documents, the Bidding Documents shall take precedence.

5.3 The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.

6. Clarification / AMENDMENT OF BIDDING DOCUMENTS

Supplier, who has obtained documents may request for clarification of contents of the bidding document in writing and respond to such queries shall be made in writing within three working days, provided they are received at-least five working / calendar days prior to bid opening date.

6.1 At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.

6.2 All prospective bidders that have received the bidding documents will be notified the amendment(s) in writing, which will be binding on them.

6.3 In order to allow prospective bidders reasonable time to take the amendment(s) into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submission of the bids.

6.4 Addendum: At any time prior to the deadline for submission of document, the Procuring agency may amend Document by issuing addenda. Any addendum issued shall be the part of the Document and shall be communicated in writing to all who have obtained the Document from the concerned office.

4. PREPARATION OF BIDS

7. LANGUAGE OF BID

7.1 Preparation of Bids

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

8. DOCUMENTS COMPRISING THE BID

8.1 The bid prepared by the Bidder shall comprise the following:

- (a) Tender Fee Challan
- (b) Bid Security
- (c) CNIC Copy of the Owner
- (d) The Document (one Original and one copy) in a sealed envelop and each page of both shall be signed and stamped with Company Owner.

- (e) Bid Form;
- (f) Price Schedule;
- (g) Documentary evidence to the effect that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (h) Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible goods and related services as defined in clause-3 and conform to the bidding documents.

9. BID PRICES

- 9.1 The prices and discounts quoted by the Bidder in the Bid Form and in the Price Schedules shall conform to the requirements specified below.
- 9.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.
- 9.3 The price to be quoted in the Bid Form shall be the total price of the Bid excluding any discounts offered.
- 9.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form.
- 9.5 Prices proposed in the Price Schedule Forms for Goods, shall be disaggregated, when appropriate. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Procuring Agency's right to contract on any of the terms offered:
 - (a) Price Schedule for Goods offered from within the Procuring Agency's country:
 - (i) Detailed Specification of Stores
 - (ii) Model / Cat No.
 - (iii) Name of Manufacturer.
 - (iv) Country of Origin
 - (v) Quantity of Stores
 - (vi) Unit
 - (vii) the unit price of the goods quoted on delivered duty paid (DDP) basis, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods, or on the previously imported goods of foreign origin;
 - (viii) If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes during the contract period shall be passed on to the Procuring Agency; and
 - (ix) the total price for the item.
 - (b) Price Schedule for Goods offered from outside the Procuring Agency's country:
 - (i) Detailed Specification of Stores
 - (ii) Model / Cat No.
 - (iii) Name of Manufacturer
 - (iv) Country of Origin
 - (v) Quantity of Stores
 - (vi) Unit
 - (vii) Currency of Bid
 - (viii) the unit price of the goods quoted on CFR / C&F basis (Karachi Port), in the Procuring Agency's country;
- 9.6 Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price / alternate price quotation shall be treated as nonresponsive and shall be rejected.

- 9.7 If it was proved during the contract period that bidder has supplied the contracted item(s) to any other purchasing agency in Pakistan at the prices lower than the contracted prices, the balance amount will be deducted from the bill and / or security deposit of the bidder.

10. BID CURRENCIES

- 10.1 Prices shall be quoted in Pakistani Rupees for goods offered within the Procuring Agency's country on delivered duty paid (DDP).
- 10.2 Price shall be quoted in foreign currency for goods offered outside the Procuring Agency's country on F.O.R. Basis. It is worth to mention here that this University has exemption Certificate from Custom

11. Documents Establishing Bidder's Eligibility And Qualification

- 11.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency'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 Procuring Agency's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Procuring Agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the evaluation & qualification criteria of bidding document.

12. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

- 12.1 Pursuant to ITB Clause 8, 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.
- 12.2 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.
- 12.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods; and
 - (b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications, verifiable from products authenticated source i.e. website etc.
- 12.4 For purposes of the commentary to be furnished pursuant to ITB Clause 12.3(b) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. BID SECURITY

- 13.1 The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the Bid Data Sheet and SCC. Unsuccessful bidders' Bid Security will be returned soon after approval of the successful Bidder. The successful Bidder's Bid Security will be

discharged upon signing of contract and furnishing the Performance Security bond, duly guaranteed by a scheduled bank.

132 The Bid Security shall remain valid for a period of 28 days beyond the bid validity period. or till it is revalidated/extended for a period mutually agreed upon by the tenderer and the Chairman, Central Purchase Committee, PUMHSW Shaheed Benazirabad.

133 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;

134 The Bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity; or (b) in the case of a successful Bidder, the Bidder fails:

(i) to sign the Contract; or

(ii) to complete the supplies in accordance with the General / Specific Conditions of Contract.

14. BID VALIDITY

14.1 Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.

14.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

15. ALTERNATIVE BIDS

15.1 If any bidder elects to submit alternative proposal(s), complete information on the alternative items including all data relating to technical specifications shall be given as per following table.

Sr. No.	Description of Stores	Statement of Variation from Specifications	Reasons for Variations

5. SUBMISSION OF BIDS

16. SEALING AND MARKING OF BIDS

The supplier shall enclose the document (one Original and one copy) in a sealed envelope and each page of both shall be signed and stamped with Company Owner.

16.1 The envelopes shall:

(a) bear the name and address of the Bidder;

(b) bear the specific identification Name and Number of this bidding process indicated in the Bid Data Sheet; and

(c) bear the Procuring Agency's name and address i.e. Peoples University of Medical & Health Sciences for Women (PUMHSW), PMC Hospital Road, Nawabshah (Shaheed Benazirabad), and a statement: "**DO NOT OPEN BEFORE,**" the time and date specified in the Bid Data Sheet.

16.2 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

17. DEADLINE FOR SUBMISSION OF BIDS

17.1 Bids must be submitted by the bidders and received by the Procuring Agency at the specified address not later than the time and date specified in the Bid Data Sheet.

17.2 The Procuring Agency may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. LATE BID

18.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall not be entertained and returned unopened to the bidder.

19. **WITHDRAWAL OF BIDS**
- 19.1 The Bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.

6. OPENING AND EVALUATION OF BIDS

20. OPENING OF BIDS BY THE PROCURING AGENCY

- 22.1 The Procuring Agency 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.
- 22.2 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 Procuring Agency, 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 18.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 19) 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.

21. CLARIFICATION OF BIDS

- 21.1 During evaluation of the bids, the Procuring Agency 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. PRELIMINARY EXAMINATION

- 22.1 The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Taxes and Duties, will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 22.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. EVALUATION AND COMPARISON OF BIDS

- 23.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 23.2 The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) inclusive of prevailing duties/taxes and C&F / CNF basis and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 23.3 The Procuring Agency's evaluation of a bid will take into account, in addition to the bid price quoted, one or more of the following factors, and quantified in ITB Clause 24:
- (a) **Incidental costs**
Incidental costs provided by the bidder will be added by Procuring Agency to the bid price at the final destination.
- (b) **Delivery schedule offered in the bid**
The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement.

- (c) **Deviations in payment schedule from that specified in the Special Conditions of Contract**
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 Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.
- (d) **Cost of components, mandatory spare parts, and service**
The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.
- (e) **Availability of spare parts and after sales services for the equipment offered in the bid**
The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.
- (f) **Projected operating and maintenance costs during the life of the equipment;**
Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.
- (g) **Performance and productivity of the equipment offered**
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 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.

24. EVALUATION CRITERIA

CHECK LIST FOR SUBMISSION OF MANDATORY REQUIRED

The contractor is required to submit the following minimum mandatory documentary information for technical evaluation in the separated envelop of technical proposal with proper annexure and separators. The contractor should check the attachment before submission of Technical proposal.

Sr. #	Description	Yes	Page #
1	Bidder's Information		
1-a	Bidder's Profile attached with CNIC(Copy)		
1-b	Attach FBR website copy NTN / GST status active / operative.		
1-c	Attach SPPRA-PPMS website copy Updated List of Black Listed Firms		
2	To Submit Affidavit of Rs.50 that: 1. The firm submitted the Un-Conditional bid and it comply with specifications mentioned in Bidding Document: 2. The bid Validity period is 90 days. 3. The Terms & Conditions are read by the bidder as mentioned in this bid document. 4. The firm is not blacklisted by any Procuring Agency. 5. If the Procuring Agency found any other major discrepancy in the submitted proposal, the procurement committee will disqualify the bidder.		
3-a	The required Bid security money (Mandatory)		
3-b	Bid Document shall be signed & stamped each page. (Mandatory)		
3-c	The Bidder shall attach the separate sheet, in which the Make and Model for each item shall be mentioned (As mentioned in Appendix-B). Note: The preference will be given to items, quoted as per make & model (i.e. the best evaluated bid) mentioned in Bill of Quantities		
3-d	The List of samples: The Bidder shall submit samples at Central Store PUMHSW, having company stamped and signature. For the quoted item/s only, whose brand and specification are different as mentioned in Bill of Quantities (B.O.Q.). To ensure the quality (value for money) is competitive with the specification mentioned in BoQ. In case of failure, no any other brand shall be accepted at the time of supply.		
3-e	Technical Colored Broachers for each Items (<i>Photocopy is unacceptable</i>)		
4	Mandatory Required Documents		
4-a	Bidders must be a Principal or an authorized Tier-1 & 2 partner of the Principal, for the proposed solution in Pakistan. Bidder should be in possession of a consistently valid Principal's authorization certificate for at-least last 03 consecutive years .		
4-b	Manufacturers Authorization Letter addressed to PUMHSW 1. This certificate is required from Hardware Manufacturer whose products are being offered. 2. M.A.L. issued by Distributors or any-other will not be accepted.		
5	Experience (The bidders must have at-least 03 years of experience in the relevant field)		
5-a	Attached relevant field Purchase Orders of at-least last three-to-five years.		
5-b	Attached relevant Completion Certificates.		
6	Financial status / Turnover.		
6-a	Attach Income Tax Returns / Audit Report for at-least last 3-to-5 years.		
6-b	Bank Certificate / Letter for Turn-over for Last 3-to-5 year, 5-Million for each year.		
6-c	The quoted rates shall be computerized / typographical format and all the hand written quotations will un-accepted and assumed as null and void.(Mandatory)		

Contractor

Sign with stamp

24.1 Merit Point System: The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.

S#	Clause	Point
1	Fully Compliant with the required specifications. Also mention list of accessories will be supplied.	20
2	The Bidder shall be in possession of a consistently valid Principal's authorization certificate for last 05 (five) consecutive years. Bidders shall provide Principal's confirmation that the similar items have been supplied at a minimum five (05) verifiable organizations in Pakistan, during last 05 (Five) years. (a) Greater than or equal to 5 years = 10 Marks (b) Greater than or equal to 3 years = 7.5 Marks (c) Less than or equal to 3 years = 05 Marks (d) Less than 1 year = 0 Marks	10
3	Experience in the relevant field / category. (Max 20 Marks, 1 Mark for each client, absence of any document from each client will result 0 mark), also provide the list of Procuring Agency along the contact details The bidder shall attach sequential data against each client: Purchase Orders showing quantity and total amount, Completion Certificate on Letter Pad of Procuring Agency	20
4	Audited Reports: one mark for each year (Max 15 Marks)	15
5	Turn Over in Million for at least of last five years, 50 - 80 Million (15 Marks), 30 - 50 Million (10 Marks), 10 - 30 Million (07 Marks) Attach Bank Statement / Bank Letter duly endorsed by Manager (preferable) for Turnover status on A4 Page	15
6	Bidder must have verifiable presence / support / branch offices in Major City Including, to provide support and must have technical strength of at least 02 (two) Principal's Certified / Trained Resources for technical on permanent basis in Karachi / Lahore / Islamabad.	10

Note:

- If a bidder fails to provide valid MANUFACTURE AUTHORIZATION and disqualify by Technical Committee his offer will not be considered for further evaluation and rejected.
- Relevant documentation should be submitted as per evaluation criteria.
- Bidders achieving minimum 70% marks will be considered only for further process.
- Tag on attachment **and** Page # at bottom; also CD of Soft Copies for tech. & Fin. bid separately (**Mandatory**).

Chairman, Central Purchase Committee (SBA)

24.2 Litigation History

The Bidder should not be involved in any litigation with the Procuring Agency/Govt. Deptt: (Provincial/Federal), else their bid will be rejected.

25. CONTACTING THE PROCURING AGENCY

25.1 No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Agency, it may do so in writing.

25.2 Any direct or indirect effort by a bidding firm to influence the Procuring Agency during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Procuring Agency's future bids.

26. REJECTION OF BIDS

26.1 Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.

27. RE-BIDDING

27.1 If the Procuring Agency has rejected all bids, it may move for a re-bidding or may seek any alternative method of procurement under the provisions of the prevailing Rules.

28. ANNOUNCEMENT OF EVALUATION REPORT

28.1 The Procuring Agency will announce the Evaluation Report and the resultant acceptance or rejection of bids at least seven days prior to the award of procurement contract.

7. AWARD OF CONTRACT

29. ACCEPTANCE OF BID AND AWARD CRITERIA

29.1 The bidder with lowest evaluated bid under clause 22, 23 & 24, if not in conflict with any other law, rules, regulations or policy of the Government, will be awarded the contract within the original or extended period of bid validity.

30. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES

30.1 The Procuring Agency reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

31. LIMITATIONS ON NEGOTIATIONS

31.1 The Procuring Agency reserves the right to hold negotiation on delivery schedule or completion schedule for all the items or any item.

31.2 Negotiations will not be used to change substantially:

- i. the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
- ii. the terms and conditions of the Contract and;
- iii. anything affecting the crucial or deciding factors in the evaluation of the proposals / bid and / or selection of successful bidder.

32. NOTIFICATION OF AWARD

- 32.1 Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the Procuring Agency.

33. SIGNING OF CONTRACT

- 33.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency will send the bidder Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.
- 33.2 Seven days after the official announcement of the award, both the successful Bidder and the Procuring Agency will sign and date the Contract on legal stamp paper valuing 0.35% of the value of contract, (cost shall be borne by the bidder). In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of Procuring Agency for a period upto five Years. In such a situation, the Procuring Agency may make the award to the next lowest evaluated responsive bidder or move for re-bid.

34. PERFORMANCE SECURITY

- 34.1 The successful Bidder shall furnish Performance Security. Upon submission of Performance Security, the Bid Security will be returned to the Bidder. The amount of Performance Security is specified at Bid Data Sheet.
- 34.2 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated Bidder at the risk and cost of the former.

35. CORRUPT OR FRAUDULENT PRACTICES

- 35.1 (a) the Procuring Agency and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- (b) the Procuring Agency will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Procuring Agency.
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract.

B: General Conditions of Contract (GCC)

The **Scope of the Contract** shall be the supply, delivery, installation, putting into operation and demonstration of the working of the IT Equipment for PUMHSW, in accordance with the technical Specifications and Bill of Quantities enclosed in this Tender Document.

1. DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- (c) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, printing of special instructions on the label and packing, design and logo of the Procuring Agency, transportation of goods up to the desired destinations and other such obligations of the Bidder covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the Peoples University of Medical & Health Sciences for Women (PUMHSW), Shaheed Benazirabad.
- (h) **The Vice Chancellor** shall mean the Vice Chancellor of The Peoples University Of Medical & Health Sciences For Woman Shaheed Benazir Abad Sindh, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad
- (i) "The Bidder" means the individual or firm supplying the goods under this Contract.
- (j) The "Contract Price" shall mean the sum mentioned in or calculated in accordance with the provisions of the Contract, which is to be paid to the Contractor for satisfactory execution of the Contract in accordance with these Conditions of Contract.
- (k) "IT Equipment" for PUMHSW shall mean and include all IT Equipment, literature, materials and articles to be provided by the Contractor under the Contract.
- (l) The "Specifications" shall mean the specifications annexed to or issued, herewith, and shall include the schedule and drawings attached hereto as well as the samples and patterns if any.
- (m) "Day" means official working day excluding national / official holidays.
- (n) "Month" shall mean the Calendar month.
- (o) Writing shall include any manuscript, type-written, printed or other statement reproduced in any visible form and whether under seal or under hand.

2. APPLICATION

- 2.1 These General Conditions shall apply to the extent that they are not inconsistent with provisions of other parts of the Contract.

3. STANDARDS

- 3.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications goods eligibility criteria.
- 3.2 The bidder must ensure / also warrant the use of best material in the making of IT Equipment for the PUMHSW, SBA by the find that the Specifications for any items the IT Equipment are lacking in details, they may give their own proposals with detailed specifications, preferably three alternate proposals if possible.
- 3.3 The IT Equipment for PUMHSW, Shaheed Benazirabad offered by the tenders must be of a quality suitable for the purposes and operations for which they are required, and must be capable of rendering the required performance and services at site in the local conditions of extreme tropical climate, air, dust, water, power and fuel at Shaheed Banirabad
- 3.4 The Hardware for operation of IT Equipment will be made available by University.
- 3.5 Wherever possible or feasible, each item of IT Equipment offered must have its own protection devices, e.g, overload protection by circuit breakers or fuses, or voltage stabilizer for electric equipment.
- 3.6 The successful bidders may be asked to supply list of spares for 5 years satisfactory operation of any item of IT Equipment, prior to award of the contract.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Bidder shall not without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be' necessary, to such performance and not further or otherwise.
- 4.2 Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
- 4.3 The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.

5. PATENT RIGHTS

- 5.1 The Bidder shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

6. RIGHTS OF THE UNIVERSITY

- 6.1 The University reserves the right to award the contract to one bidder or divide it among several bidders. In the Event when two or more then bidders have same weightage than the quantity of the supply shall be distributed equally among all in that specific item.

7. ENSURING STORAGE ARRANGEMENTS

- 7.1 To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency at least two weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the

time of supply, the Procuring Agency shall, seven days prior to such a situation, inform the Bidder, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Bidder abides by the given time frame, he will not be penalized for delay.

8. INSPECTIONS, TESTS AND TRAINING

- 8.1 The Procuring Agency or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications at the cost payable by the Bidder.
- 8.2 The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Procuring Agency's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.
- 8.3 Any specialized training required for the smooth operation of the goods shall be the responsibility of the Bidder.
- 8.4 Pre-shipment and After-fabrication Inspection:**
 - i The pre-shipment inspection and / or the inspection of Lab Equipment for PUMHSW Principals/Proprietor at the premises, if desired by the Contractor, shall be arranged by the Contractor at his / her own cost. The responsibility for the quality, quantity, correctness and adherence to the Specifications etc. of IT Equipment of the University at Nawabshah shall lie solely and squarely on the Contractor.
 - ii The University may, at its discretion, waive pre-shipment inspection and hence issue the waiver in writing so that IT Equipment for PUMHSW could be shipped under manufacturer's test certificate. This waiver shall be deemed as authorization to ship for the purpose of negotiating the letter of credit under Clause 13(b)ii.
 - iii The pre-shipment inspection and/or the waiver thereof shall in no way above the Contractor of any of his obligations under this Contract.

9. On-arrival Inspection

There shall be inspection of Equipment at PUMHSW by the representatives of the University after arrival in the University in presence of the Contractor or his authorized representatives and the representatives of the insurance company, so desired by insurance company. The inspection report, which, inter-alia, should indicate the condition in which each item of IT Equipment has been received, shall be signed by the above representatives. The Contractor shall coordinate with the insurance company for arranging the inspection at such date and time as is convenient to the above representatives.

10. Taking Over

Upon receipt in the IT Equipment of the University and after inspection, as stated in Clause 9 above, the University will issue a taking-over certificate in respect of those items of IT Equipment for PUMHSW, which are received in acceptable condition. The taking-over of the damaged items will be with-held until the same are repaired / replaced and are re-inspected and found in acceptable condition.

11. Installation

After inspection and taking over of IT Equipment for PUMHSW, as stated in Clauses 9 and 10 above, the Contractor shall install those items of IT Equipment, which are to be permanently positioned in place in the laboratories of the University. For this purpose, the Contractor shall co-ordinate with the Chairman Central Purchase Committee(PUMHSW) for making arrangements for Hardware needed for the installation.

12. Demonstration

- 12.1 After installation of IT Equipment at PUMHSW as stated in Clause 11 a) above, the complete working of each item of IT Equipment for the purpose of performing the intended IT Equipment experiments, testing of specimens and recording of the test results etc., shall be demonstrated fully to the designated staff of the University by the Contractor or his technical personnel.
- 12.2 The entire cost, including the T.A. / D.A. of the personnel involved in the demonstration, shall be borne by the Contractor.

13. DELIVERY AND DOCUMENTS

- 13.1 The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Bidder are specified in SCC.

14. INSURANCE

- 14.1 The goods supplied under the Contract shall be delivered to the Procuring Agency after the payment of all taxes and customs duty, cess, octroi charges etc. Risk will be transferred to the Procuring Agency only after the delivery of these goods has been made to the Procuring Agency. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.

15. TRANSPORTATION & SHIPMENT

- 15.1 The Bidder shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination as indicated in the Schedule of Requirements.
- 15.2 The goods shall be supplied on "**D.D. P**" basis at the *Peoples University of Medical & Health Sciences for Women (PUMHSW)* AND / OR "**CFR / C&F**" Basis at Karachi Port as per Schedule of Requirements on the risk and cost of the Bidder. Transportation including loading/unloading of goods shall be the responsibility of Bidder.
- 15.3 *IT Equipment for PUMHSW to be Imported*
 - i All those items IT Equipment for PUMHSW, which are to be imported by the Contractor shall be shipped by whatever means the Contractor deems fit at his / her risk and cost. The Contractor must keep the University informed of the shipping arrangements, schedule of shipping, arrival at the port, clearance from the port, and transportation from the port to the University.
 - ii All costs of loading of IT Equipment for PUMHSW, from the wharves at port of shipment and also the cost of ship wharf age / berthing, demurrage charges, stevedoring, handling charges and other port and river dues in respect of shipment companies' vessels at the port of shipment and all other expenditure up to the stage of placing IT Equipment for PUMHSW at rest on board the ship and the freight charges shall be borne by the Contractor.
 - iii Similarly all costs of unloading IT Equipment for PUMHSW of the University at Nawabshah at the wharves, wharf age / berthing, demurrage, stevedoring, handling charges and other port dues at the port of arrival in Pakistan, clearing of goods from port and transportation from the port up to the stage of placing IT Equipment for PUMHSW, SBA position in the laboratory of the University shall be borne by the Contractor.

- iv All things being equal, Pakistan flag ships should be used, as far as possible, for shipment of IT Equipment for PUMHSW, SBA. If no such ship is available, such other ships may be used consistent with the execution of this Contract with economy and efficiency.
 - v IT Equipment for PUMHSW, SBA must be shipped under deck
 - vi The Contractor shall send by air mail/courier service or personally deliver 4(four) sets of non-negotiable shipping documents direct to the Vice Chancellor of The Peoples University Of Medical & Health Sciences For Woman Shaheed Benazirabad Sindh, so as to reach him at least 8(eight) days before arrival of the ship at the port in Pakistan.
- 15.4 *IT Equipment for PUMHSW, Manufactured / Available in Pakistan*
- i All those items of Lab Equipment for PUMHSW of the University at Nawabshah which are to be manufactured in Pakistan, or are to be supplied from the locally available stocks (whether imported or manufactured in Pakistan), may be transported from the place of manufacture or availability to Nawabshah by any mode of transportation as deemed convenient and suitable by the Contractor at his / her risk and cost.
 - ii All costs of clearing goods, handling, loading, transportation, unloading and placing of IT Equipment for PUMHSW of the University at Nawabshah in position in the Laboratory of the University shall be borne by the Contractor.

16. INCIDENTAL SERVICES

- 16.1 The Bidder will be required to provide to the Procuring Agency incidental services the cost of which should be included in the total bid price, separately or jointly in the total price. The bidder is required to clearly mention the product prices & incidental service cost, however, for comparison both the cost shall be considered collectively.

17. WARRANTY / GUARANTEE

- 17.1 The term period of warranty / guarantee means the period of twelve **(12) months** from the date on which the Stores have been put into operation and demonstrated to the University staff. In any case this period shall not exceed eighteen (18) months from the date of taking-over certificate.
- 17.2 During the period of warranty / guarantee, the Contractor shall remedy, at his / her expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the goods upon receiving written notice from the University; the notice shall indicate in what respect the goods are faulty.
- 17.3 The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation of such replacement parts, material and equipment as are needed for satisfactory operation of the goods at the University premises.
- 17.4 The contractor shall provide warranty / guarantee for supply of kits and chemicals, consumables, films etc. for at least 05 years (where applicable).
- 17.5 The contractor shall remain responsible for providing after sale services even after expiry of warranty / guarantee period and sign a Service Contract including Parts with Procuring Agency for 05 years (minimum). **Bidder shall separately quote the price of service contract inclusive of parts.**
- 17.6 In case of consumable items, kits, chemicals, films etc. the contractor shall remain responsible for specificity, efficacy & sensitivity with maximum period of expiry as much allowed by manufacturer.
- 12 7 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

18. PAYMENT

- 18.1 The method and conditions of payment to be made to the Bidder under this Contract are specified in SCC.
- 18.2 70% payment shall be released at the time of delivery of items & after Inspection Certificate from End User.
- 18.3 30% will be released after installation and getting satisfactory certificate from Technical Committee / Head of the department, no part payment will be allowed.
- 18.4 No advance payment shall be made against the purchase order.

1. ASSIGNMENT

- 1.1 The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.

2. DELAYS IN THE BIDDER'S PERFORMANCE

- 2.1 Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements / Contract Award.
- 2.2 If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.
- 2.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

3. PENALTIES LIQUIDATED DAMAGES

- 3.1 In case of late delivery, even for reasons beyond control, penalty as specified in SCC will be imposed upon the Bidder / Manufacturer. The Procuring Agency may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.

4. TERMINATION FOR DEFAULT

- 4.1 The Procuring Agency may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Bidder, terminate this Contract in whole or in part if:
 - (a) the Bidder fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency;
 - (b) the Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Procuring Agency; and
 - (c) the Bidder, in the judgment of the Procuring Agency, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

5. FORCE MAJEURE

- 5.1 The Bidder shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or

lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

6. sTERMINATION FOR INSOLVENCY

- 6.1 The Procuring Agency may at any time terminate the Contract by giving written notice of one-month time to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In that event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the Parties.

7. ARBITRATION AND RESOLUTION OF DISPUTES

- 7.1 The Procuring Agency and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 7.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 7.3 In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

8. PACKING, MARKING AND HANDLING

- 8.1 The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
- 8.3 All IT Equipment for PUMHSW, whether imported or locally manufactured / available, shall be delivered to the University at Peoples University of Medical & Health Sciences for Women Shaheed Benazirabad Sindh, in safe and secure condition at the risk and cost of the Contractor.

- 8.4 The packing, marking and handling shall be so arranged by the Contractor as to prevent any loss of or damage to IT Equipment for PUMHSW, SBA.
- 8.5 In case any of the items of IT Equipment for PUMHSW are to be imported by the Contractor, the import shall be arranged by the Contractor himself / herself with such packing and marking and through such means as deemed fit by him / her for safe and secure delivery at Peoples University Of Medical & Health Sciences For Woman Shaheed Benazirabad Sindh. The packing shall be the usual export packing to ensure safe journey by air, sea, rail and road, as the case may be, of IT Equipment for the University to destination. Each packing shall be clearly marked in English with the following:

- | | |
|------------------------------|--|
| 1 Port of Destination: | KARACHI. |
| 2 Name of the Ship: | _____ |
| 3 Name of the Consignee: | Vice Chancellor, Peoples University of
Medical & Health Sciences for Woman
Nawabshah, Shaheed Benazirabad. |
| 4 Name of the Contractor: | CONTRACTOR'S NAME & ADDRESS |
| 5 Case Number & Contents: | _____ |
| 6 Net Weight & Dimensions: | (length, Breadth & Height) |
| 7 Gross Weight: | (Kg.) |
| 8 Number & Date of Contract: | _____ |
| 9 Marking: | PUMHSW, SBA in 6 x 4 rectangle |

9. GOVERNING LANGUAGE

- 9.1 The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

10. APPLICABLE LAW

- 10.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

D: Special Conditions of Contract (SCC)

1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Procuring Agency is the **Peoples University of Medical & Health Sciences for Women (PUMHSW)**.

GCC 1.1 (h) The Bidder is: _____
(name and address of the successful bidder)

2. BID SECURITY (ITB CLAUSE 13)

ITB 13.1: The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security in Pak Rupees @ 5% of the total bid value in the shape of Bank Draft / Pay Order / Call Deposit in the name of the Peoples University of Medical & Health Sciences for Women (PUMHSW), Nawabshah, Shaheed Benazirabad. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance Security equal to 10% of the Contract amount that will remain with the Peoples University of Medical & Health Sciences, Shaheed Benazirabad till satisfactory completion of the Contract period. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations. Remaining shall be refunded after expiry of warranty period as determined in GCC clause 12.1.

3. INSPECTIONS, TESTS AND TRAINING (GCC CLAUSE 7)

GCC 7.1, 7.2 & 7.3

The goods received in the Peoples University of Medical & Health Sciences for Women, Shaheed Benazirabad, from the Bidder will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the bid documents and which have been approved by the Procurement Committee for procurement. The Committee will submit its inspection report, any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost. The Bidder will be responsible to provide the Foreign and or Local Training to the University Staff for the specialized Equipment.

4. DELIVERY AND DOCUMENTS (GCC CLAUSE 8)

GCC Clause 8.1

(a) For Goods from within the Procuring Agency's country:

The Bidder shall provide the following documents at the time of delivery of goods to the Store / Warehouse of Peoples University of Medical & Health Sciences for Women, Shaheed Benazirabad, 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 GST), amount of GST and total amount (with GST).
- iv. Manufacturer's or Bidder's warranty certificate.

- v. Inspection certificate issued by the nominated inspection committee along with Bidder's factory inspection report.
- vi. Certificate of origin.

(b) For Goods supplied from abroad as per incoterm CFR / C&F Karachi:

Details of shipping and documents to be furnished by the Bidder shall be:

Upon shipment, the Bidder shall notify the Procuring Agency and the Insurance Company by telex or fax or email the full details of the shipment, including Contract number, description of Goods, quantity, the vessel / flight, the Bill of Lading / Air Way Bill number and date, port of loading, date of shipment, port of discharge, etc. The Bidder shall send the following documents to the Procuring Agency, with a copy to the Insurance Company:

- i. 04 copies of the Bidder's invoice showing the description of the Goods, quantity, unit price, and total amount.
- ii. Original and 04 copies of the negotiable, clean, on-board bill of lading / air way bill marked "freight prepaid" and 04 copies of non-negotiable bill of lading / air way bill.
- iii. 04 copies of the packing list identifying contents of each package.
- iv. Insurance certificate.
- v. Manufacturer's or Bidder's warranty certificate.
- v. Inspection certificate, issued by the nominated inspection agency along with Bidder's factory inspection report.
- vi. Certificate of origin.

The Procuring Agency shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Bidder will be responsible for any consequent expenses.

5. INSURANCE (GCC CLAUSE 9)

- GCC 9.1 The goods supplied under the Contract shall be on DDP / CFR / C&F basis at consignee's end under which risk will be transferred to the Procuring Agency only after it has taken delivery of the goods. Hence insurance coverage is Bidder's responsibility. The Contractor shall arrange the insurance for the IT Equipment for PUMHSW in whatever way he / she deems fit at his / her risk and cost. The prices quoted in the offer of the Contractor shall include the cost of insurance. The Contractor shall have to inform the University of the Insurance Arrangements made by him / her for IT Equipment.

6. WARRANTY / GUARANTEE (GCC CLAUSE 12)

- GCC 12.1 The goods shall be accompanied by manufacturer standard warranty / guarantee or 1 year, whichever is more.
- GCC 12.2 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.
- GCC 12.5 The bidder shall separately quote the price of service contract inclusive of parts for 5 years (minimum) in term of %age for total contract value.

7. PAYMENT (GCC CLAUSE 13)

- GCC 13.1 The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:

For Goods supplied from within the Procuring Agency's country:

- (a) Payment shall be made in Pak Rupees.
- (b) The payment will be made to the Bidder within 30 days of the receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respect and signed and stamped by the Chairman of the Inspection Committee. The Inspection Committee

will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specifications laid down in the bidding documents.

Note : Bidder will open LC on their own and bear all the charges inside and outside the Procuring Agency country for Opening & Confirmation of L/C.

8. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)

GCC 16.1

1. In case deliveries are not completed within the time frame specified in the schedule of requirements / contract, a Show Cause Notice will be served on the Bidder which will be followed 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:
2. 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 Procuring Agency shall rescind the contract, without prejudice to other courses of action and remedies open to it.

9. "ARBITRATION" AND RESOLUTION OF DISPUTES (GCC CLAUSE 20)

GCC 20.3 Dispute resolution mechanism to be applied shall be as follows:

20.3.1 Complaint Redressal Committee.

20.3.2 In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties

10. PACKING (GCC CLAUSE 21)

GCC 21.1 The packing, marking and documentation within and outside the packages shall be as per manufacturer standards meeting the safety requirements of the goods.

11. GOVERNING LANGUAGE (GCC CLAUSE 22)

GCC 22.1 The language of this Contract shall be English.

12. APPLICABLE LAWS (GCC CLAUSE 23)

GCC 23.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

13. Supplier shall respond to all question and provide complete information as advised in this document. Any lapses to provide essential may result in Dis-Qualification of the supplier.

14. NOTICES

Procuring Agency's address for notice purposes:

Chairman, Central Purchase Committee (SBA)

PUMHSW, Shaheed Benazirabad

Email: po@pumhs.edu.pk Contact: 0244-366210

Bidder's address for notice purposes:

Name of Bidder: _____

Name of Contact Person _____

Mobile Phone No. Email Address

F: Schedule of Requirements

1. SCHEDULE OF REQUIREMENTS

1.1 For Goods supplied from within the Procuring Agency's country (DDP Basis)

- i) The entire quantity of the ordered goods shall be delivered within 3-4 Weeks or earlier from the date of issuance of supply order / contract award.
- ii) The delivery period shall start from the date of contract signature.

BID DATA SHEET

Procuring Agency	Peoples University of Medical & Health Sciences For Women, Nawabshah, SBA.
Description	PROCUREMENT OF GOODS: Procurement of IT Equipment
Bid Procedure:	Single Stage – Two Envelope
Bidder's Eligibility Criteria	Selection Criteria / Responsiveness / Eligibility criteria:
	1 Bidder shall be a Pakistani entity.
	2 The firm must have Active NTN Number & Operative GST / SST Registered Number (Attach Copies),
	3 To submit Affidavit of Rs. 50 , that the firm is NOT BLACK LISTED from any Organization / Dept.
	4 To attach the copy of Tender Fee paid and submit Bid Security and shall Qualify against Evaluation Criteria. Bidder shall comply with specification as per bidding document.
	5 Undertaking on Affidavit (Rs.50), the firm will make immediate compliance, or provide any information, when-ever is asked by the Procuring Agency; else the bid will be rejected. <ul style="list-style-type: none"> Shall Submit Performance Security after the receipt of acceptance letter. Shall Submit Contract Agreement with 0.35 % adhesive stamp and treasury deposit slip To Supply the awarded items within time period mentioned in Purchase Order. All the information given and attached with bid document is correct, if found wrong, the procuring agency may black list the firm as per rules.
Bid Document can be purchased	From: Office of the Deputy Director Purchase, Directorate of Finance, PUMHSW, Nawabshah. PTCL # 0244-366210. Email: po@pumhs.edu.pk
Language:	English
Bid Prices:	Pak Rupees.
Bid Security:	05 % of the amount mention in the notification of award from the Procuring agency.
Bid Validity:	The bid should be valid for 90 days
Performance Security	10% of the amount mention in the notification of award from the Procuring agency.
Award Criteria	On item Rate Basis
Purchase Date:	Documents will be issued up to 03-05-2021
Bid submission	(Date & time): 04-05-2021 at 11:00 (AM) The Bids received after the due date and time will not be accepted.
Bid opening	(Date & time): 04-05-2021 at 11:45 (PM)
Bid opening place	In Conference Hall of Vice Chancellor's Secretariat.
Delivery Period	3-4 weeks at PUMHSW (as per award of contract)
Payment	70% payment shall be released after delivery of items & Inspection Certificate from End User. 30% will be released after installation and getting satisfactory certificate from Technical Committee / Head of the department, no part payment will be allowed.
Inspection:	The goods will be verified by the committee as per specification mentioned in the award of contract and accordingly accepted. Else will be return to the bidder.
Bid Evaluation:	The bids will be evaluated as per evaluation Criteria.
	The quantity at any time can be increased / decreased or can deleted at any time
	The Procuring Agency reserves the right to reject any or all the bids subject to the relevant provisions of SPPRA Rules 25 (1) (Amended 2017).
Liquidated Damages	In case of late delivery @ 0.1% per week will be charged on bid amount deducted from the bill, but not more than 10% of contract value.

Note: In case of any unforeseen situation or official / government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time.

Chairman, Central Purchase Committee

G: Technical Specifications

PROCUREMENT OF IT EQUIPMENT

SECURITY SURVEILLANCE ITEMS				
Sr.	NAME OF THE ITEM	Specification	QTY	Unit
1	Computer Core i3 CPU	HP Or Compatible, Intel Core i3 8th Generation. 8 GB DDR4 RAM Supports Upto 32GB, 500GB SATA • DVD-RW Drive. Support for Windows. Standard Keyboard & Mouse. 3 years warranty.	2	No.
2	Duct Patti 3/4"	Aqua Or Equivalent	400	No.
3	Plastic PVC Pipe 3/4"	Aqua Or Equivalent	400	No.
4	Gigabit POE Switch 8 Port	Linksys / D-Link Or Equivalent	10	No.
5	Hard Disk 4-TB	Surveillance Grade WD Or Equivalent	4	No.
6	IP Big Camera 4 Megapixel	(DS-2CD3T56G2-41S) Hikvision Or Equivalent	8	No.
7	IP Camera 4 Megapixel	(DS-2CD3047G0E-LU) Hikvision Or Equivalent	54	No.
8	LED TV 50"	Samsung Or Equivalent	2	No.
9	Miscellaneous	China board, Rj-45 Connectors 100 Nos. Nails 1kg , Hook 3/4" 24Nos. Flexi pipe 3-Mtr, Rowel Bolt 4Nos. Wire Cable 7/29, Tape Solution etc	5	No.
10	NVR 32 Channel	(DS-7732NI-I4(B)/UHK) Hikvision Or Equivalent	4	No.
11	NVR 8 Channels(For Canteen)	(DS-7732NI-I4(B)/UHK) Hikvision Or Equivalent	1	No.
12	Rack 2U	Vivanco Or Equivalent	9	No.
13	Rack 6U	Vivanco Or Equivalent	2	No.
14	UTP Cat-6 Cable Roll	3M / Vivanco Or Equivalent	9	Roll
15	Installation & Commissioning of Items mentioned at Serial 01 to 14, Security Surveillance system at various location of PUMHSW-New Campus(i.e. DPT Hostel, Pharm-D Hostel, PG Hostel, Academic Block, BS Public Health, BS Nursing, Main Canteen & Centralized CCTV at Hostel and DPT Academic Block) Note: the separate sheet of details wjll also be provided, if required by the bidder.		01	Jobs
01	High Speed Document Scanner DR G 2090	Canon DR G-2090 Or Equivalent	01	No.
02	OMR / ICE / OCR Solution Standalone	ABBY Flexi Capture OMR Upgrade from Version 10 to Version 12 Solution Single PC License Only Or Equivalent	01	No.
03	Toner Cartridge	HP Toner Cartridge 26-A Or Equivalent	10	No.
04	Toner Cartridge	Toner Cartridge for Ecosys M4125idn Or Equivalent	05	No.
05	Toner Cartridge	Toner Cartridge for MFP M125a Or Equivalent	05	No.
06	Toner Cartridge	HP Toner Cartridge 26-A Or Equivalent	10	No.
07	Toner Cartridge	HP Toner Cartridge 93-A Or Equivalent	10	No.
08	Printer	HP 404dn Or Equivalent		No.
09	Scanner	HP 2500F1 Or Equivalent		No.

Chairman, Central Purchase Committee (SBA)

PMC Hospital Road, PUMHSW, Shaheed Benazirabad

**TENDER FOR PROCUREMENT OF _____
FOR PUMHSW.**

RECEIPT

This is to certify that the tender document is issued to M/s _____. The bidder had submitted the tender application, along with NTN & GST copies. The bidder has also submitted tender fee (non-refundable) for the above captioned tender. The details of pay order are:

Pay Order / Challan #_____, Dated _____.

Rs. _____, Bank_____.

Representative of the Firm_____.

Contact Number Mobile:_____.

Contact Number PTCL:_____.

Email Address:_____.

Postal Address:_____

Deputy Director Purchase

Peoples University of Medical &
Health Sciences for Women, Nawabshah, SBA.

TERMS & CONDITIONS.

- 1.** Rates shall be for the supply of Items, described in the Bill of Quantities at PUMHSW Nawabshah, meeting the following conditions;
- 1.1** Quotation must be in DUPLICATE and should remain valid for 90 days from the date of the submission of tenders.
- 1.2** Telephone/telex/fax/telegraphic tenders shall not be entertained.
- 1.3** Bidders must have an office and workshop / service center facilities preferably in Karachi (At least in Sindh) failing which their offer will not be considered.
- 1.4** Bidders must have factory-trained engineers / Staff to provide after sales services.
- 1.5** After opening of tenders no change is allowed to be made in the tender documents nor shall be accessible to Bidder.
- 1.6** All taxes (if any) including General Sales Tax (GST) / Sindh Sales Tax (SST) should be included in the quoted price of items.
- 1.7** All the information provided in the bid should also be adequately supported by relevant documents and technical brochures. Bidders may attach documents highlighting the competitive edge and unique features of their proposals.
- 1.8** Incomplete tenders will not be acceptable.
- 1.9** All hand written quotations will not be accepted as bid. They must be written in typographic format, otherwise bid will be assumed as null and void.
- 1.10** The bid shall be on prescribed format provided in this bid document shall be re-printed on bidders official letter pad and each page shall be signed and stamped by the owner of the bidding company.
- 1.11** The PUMHSW Authority Nawabshah reserves the right to accept or reject any or all the bids or Decrease the Quantities of items or may modify, change, alter, cut, gram age, Design, Structure of manufacturing unit, color scheme, shade, polish , polish type, rectify the mistake by oversight / clerical/ typing in context to financial and technical provisions.
- 1.12** The substandard or below the mark manufactured material or components shall not be used for the Manufacturing otherwise on the day of inspection or afterward Procuring Agency may cancel the Purchase Order and cease the performance security.
- 1.13** In case of agents/ nominee participating in the bidding process, shall have a authority letter on official letter pad of the company(with owner signature and company seal) addressed to Chairman Purchase Committee, with a request to allow agent / nominee on his behalf to participate in the bidding process.
- 1.14** Any bidder who have been found on any stage of bidding process, as a political organizer or office holder his bid will be stand canceled and his bid and bid security / performance security will be forfeited and may lead to permanently declared black listed in the best interest of the institution.
- 1.15** They must have original Proforma Invoice/Fax copy/Quotation from their Principals failing which their offers may be ignored.
- 1.16** The Purchase / Supply orders submitted by the bidder of schools (public and private) will not be applicable and will not be assumed as standard required by the Procuring Agency.
- 1.17** The agent must submit following documents along with their offer failing which their offer will be rejected.
- 1.18** List of clients in Pakistan for a similar work / supply.
- 1.19** *The bidder has to provide certificate that all items are new and up to the required standard.*
- 1.20** Non-Black List Affidavit / Certificate (confirming that bidder has never been black listed from any Government/Semi Government organization).

- 1.21 The financial package for award of contract will be considered in terms of cost, i.e. complete package.
- 1.22 The time for delivery will be extendable up-to three months, subject to custom clearance.
- 1.23 At the time of bid submission, if bidder is failed to submit required supporting documents along with the bidding document, his bid will be considered as incomplete. No time extension / correspondence for provision of documents / issues leading to litigation will not be accepted at the time of bid opening / bid evaluation process. The submitted documents will be assumed as final and last.
- 1.24 At the time of bid submission, if bidder is failed to fill any appendix given in this bidding document, his bid will be considered as incomplete. No time extension / to fill the appendix / issues leading to litigation will not be accepted at the time of bid opening / bid evaluation process. The submitted bidding document will be assumed as final and last.\
- 1.25 Quantity at any time can be increased / decreased or can deleted at any time.
- 1.26 The bid shall comprise a single stage two envelope procedure. The envelope marked as “TECHNICAL & FINANCIAL PROPOSAL” and mentioned clearly address of the Bidder.
- 1.27 The rates should be given inclusive of GST, Income Tax & any other government duty.
- 1.28 Income tax, G.S.T, SST, SRB, Stamp duty & other applicable taxes and duties at the government prescribed rates are deductible from the bill.
- 1.29 The item(s) which is/are exempted from GST, the rates for the same must be quoted accordingly, stating clearly in BOQ, the cost of all those item(s) excluding G.S.T at the time of payment, no claim for GST shall be paid.
- 1.30 All those Suppliers who have been blacklisted by any Government Department, their bids shall not be entertained.
- 1.31 Payment will be made on availability of funds, if delayed due to any reason; no extra interest / mark-up will be accepted / paid.
- 1.32 Rejected consignment shall be returned back to dealers / suppliers at their own cost.
- 1.33 Before the complete supply each item’s sample must be approved by the Pro Vice Chancellor, PUMHSW.
- 1.34 Joint inspection will be carried out by the consignee & representative of Bidder with technical assistance from concerned specialist/end user.
- 1.35 In case of failure on the part of publisher to supply the prospectus as per specification or within the stipulated time without getting extension, penalty of 0.1% of the supply order per week or part thereof up to maximum limit of 10% will be imposed on the supplier.

2. SIGNING OF THE AGREEMENT

Within 14 days of the issuance of the letter of intent / Purchase Order the successful bidder will be required to sign a Contract Agreement with the purchaser (i.e., The PUMHSW Nawabshah) for the supply of such quantity in whole or in part of the tendered stores as clarified in the letter of intent / Purchase Order.

3. ON-ARRIVAL INSPECTION & TAKING OVER

3.1 ON-ARRIVAL INSPECTION (Where applicable)

There shall be inspection by the representative of the Purchaser on arrival of stores at consignees end in presence of representative(s) of the Contractor / Agent if any . The report of inspection which inter-alia should indicate the conditions in which each unit of package has been received will be signed by the above-mentioned representatives.

3.2 TAKING OVER (Where applicable)

Upon receipt of the items in the Warehouse of Purchaser and after final inspection by inspection agency (or agencies) nominated by the Purchaser, the Purchaser will issue a taking over certificate in which he shall certify the date on which the items have been

so accepted. The taking over of damaged items during the transportation shall be withheld until it has been completely repaired / replaced and checked.

4. WARRANTY

- a. The contractor shall issue warranty to the effect that the stores shall be fit for the particular purposes and operations.
- b. The contractor shall guarantee supply of good quality stores in accordance with the specifications and that stores shall be brand new and absolutely free from all defects in materials quality and workmanship. In case of defect the stores or the necessary components shall be replaced by the contractor free of cost up to the Purchaser's premises within a reasonable time.
- c. Warranty period shall be minimum ONE Year or as per Manufacturer, whichever is higher.

5. BREACH OF CONTRACT

In case of breach of contract, the damages suffered by the Purchaser shall be recovered to the full extent from the Contractor's Performance Bond.

6. DEFAULT-LIABILITY OF CONTRACTOR

- a. The purchaser may upon written notice of default to the Contractor terminate the contract in circumstances detailed hereunder.
- b. If in the judgment of the purchaser the contractor fails to make delivery of items within the time specified in the Contract Agreement or within the period for which the purchaser has granted extension to the contract.
- c. If in judgment of the Purchaser, the Contractor fails to comply with any of the other provisions of this contract.
- d. In the event the Purchaser terminates the contract in whole or in part, the Purchaser reserves the right to purchase upon such items and in such a manner, as he may deem appropriate. items similar to the one terminated and the Contractor will be liable to the Purchaser for liquidated damages for delay until such reasonable time as may be required for the final supply of items.

7. REJECTION

In the event any portion of the stores supplied by the contractor is found to be defective in material or otherwise not in conformity with the requirements of the contract, the Purchaser shall have the right to either reject or to re give in writing for rectification of the stores, then the Contractor shall with utmost diligence and at his own expense correct the same or replace the defective stores. If the Contractor fails to do so, the Purchaser either:

- (i) Opt to replace or rectify such defective stores and charge to the Contractor the excess cost occasioned to the Purchaser plus (15%) fifteen percent.
- (ii) Terminate the Contract for default.
- (iii) In the event the Contractor is not able to rectify or replace the rejected stores within reasonable time, the Purchaser reserves the right to acquire the said stores at a reduced price considered equitable under the circumstances. Nothing in the clause shall affect any claim by the Purchaser under any clause of the Terms & Conditions.

8. DELAY IN DELIVERY- LIQUIDATED DAMAGES

If the Contractor fails to deliver the items with the time laid down in the Contract Agreement or any extension thereof, there shall be a deduction from the Contract Price, as liquidated damages, a sum of 2% of total value per month or a part of the month

contract price of each unit of the undelivered stores for each calendar month of delay. Total liquidated damages payable to the Purchaser shall not in any case exceed by five percent (5%) of the Contract Price of the unit or units so delayed and such deduction shall be in full satisfaction of the Contractor's liability for the said failure. The amount will be recovered from the Local Agent's Commission/Performance Bond.

Should the progress of the contract at any time be lagging behind the programme agreed between the Purchaser and the Contractor, the Purchaser shall notify the Contractor in writing and the Contractor shall thereupon take such steps as he deem fit to expedite the progress of the Contract.

9. PERIOD OF GUARANTEE

The term period of Guarantee shall mean the period of twelve (12) months or as per clause 11.3, from the date on which the items have been put into operation. In any case this period shall not exceed eighteen (18) months from the date of the taking over certificate.

During the period of guarantee the Contractor shall remedy all defects in design materials and workmanship that may develop under normal use of the said stores upon written notice from the Purchaser who shall indicate in what respect the items is faulty. The provisions of this clause included all the expenses that the Contractor may have to incur for delivery of such replacement parts, material of items up to Purchaser's premises.

10. ACCEPTANCE TERMS

The submission of the tender against the tender inquiry by the tenderer means that the tenderer has read and accepted the terms and conditions relating to all the tender document and annexure(s) and has thoroughly examined the specifications and particulars in the tender inquiry.

11. PAYMENT

70% payment shall be released at the time of delivery of items, 30% will be released after Supply , Assembling , Final Cover of Colour /polish (where applicable) and getting satisfactory / End user certificate from the purchaser / head of the department remaining payment will be pay off. No part payment will be allowed.

5. Special Terms & Conditions:

- (i) The Bidder must have Professional / Certified / Technical Human Resources of the proposed solution, to carry out the project professionally (Bidders are requested to attach the list of their professionals along with their certifications).
- (ii) Bidder must have local presence including Pre-Sales, Sales & Support Staff; so that the equipment should be supplied through verifiable distribution channel in Pakistan.
- (iii) The Part Number (Part Identified/PID) for all the proposed equipment must be mentioned in the technical proposal.
- (iv) All imported devices must be genuine and online verified from Manufacturer through their Model/series number.
- (v) Bidder must provide free of charge technical assistance/ online support in regard to the use of product.
- (vi) Bidder must mention the Warranty and Warranty period from the date of purchase (Even Default warranty period must be mentioned) for any proposed equipment / hardware/software.
- (vii) All equipment for the project will be delivered new, in packed condition directly at PUMHSW, if equipment delivered is not conforming to the specifications and bill of quantity, the equipment will not be accepted. The equipment will be

- installed only after inspection.
- (viii) Principal must have local warehouses & hardware/parts center in Pakistan for sparing, (To support the Hardware Replacement timely), moreover, bidders are requested to mention the addresses of such centers, bidder may (optionally) also be requested to arrange visit to such center for PUMHSW representatives.
 - (ix) Incomplete and ambiguous (not describing the required specifications clearly and completely) solutions will not be considered in the bidding process.
 - (x) Evidences shall be provided wherever applicable.
 - (xi) Brand, Model specification & warranty shall be verified by online / OEM(Online Equipment Manufacturer) website with serial number
 - (xii) Brand Market Existence as per evaluation criteria.
 - (xiii) **Quoted Brand have IDC and Gartner Report.**
 - (xiv) Demonstration mandatory (Demo Unit of Computer & Laptop will be provided with three days after opening of Technical Proposal)
 - (xv) Warranty should be verified by online with serial number.
 - (xvi) Brand & Model specification shall be verified by online as per serial number

UNDERTAKING

I _____ S/o _____ CNIC _____,

Owner / Authorized by Owner, do hereby undertake that I have thoroughly come through with the bidding document and have found no discrepancy against the procurement rules.

Signature with Stamp

BID DECLARATION FORM

APPENDIX-

1. Name of Interested Firm : _____

2. CNIC# : _____
(Please attach Copy of CNIC)

3. NTN# : _____
(Please attach Copy of NTN Certificate)

4. GST# _____
(Please attach Copy of GST Certificate)
(Inwords) _____

5. Value of Earnest Money Rs. _____ DD/PO# _____
(Inwords) _____ Bank _____

6. Contact Person : _____

7. Postal Address : _____

8. Email Address : _____

9. Telephone: PTCL _____ Cell Phone _____
(Compulsory)

Declaration: I certify that, to the best of my knowledge and belief, all of the information on and attached is true, correct, complete and made in good faith. I understand that false or fraudulent information on or attached to this form may be grounds for not entertaining my bid, or for cancellation after bid acceptance, and may be punishable by fine or imprisonment according to law of Pakistan. I understand that any information I voluntarily provide on or attached to this bid may be investigated. Moreover, I hereby declare the all the terms and conditions of the bidding document are accepted.

Contractor
Sign with stamp

Bidder's Registration Form FOR PPMS

APPENDIX-

1	Supplier Type			
2	Product Services			
3	Supplier Status			
4	Black Listed by Any Procuring Agency	Attach Relevant Copies		
5	Years in Business			
6	NTN Number	Send Scan copy via email at po@pumhs.edu.pk		
7	GST Number	Send Scan copy via email at po@pumhs.edu.pk		
8	PEC Registration #(if applicable)	Send Scan copy via email at po@pumhs.edu.pk		
9	Postal Add. of Head Off:			
10	City			
11	Contact Person's Name			
12	Contact Person's CNIC			
13	Designation ⁴			
14	Mobile #		Email	
15	PTCL #		Firm's URL	
16	Firm's PTCL#		Firm's Email	
17	Number of Branches			
18	Total Number of Employees			
19	Listed in Stock Exchange			
20	Total Annual Sales (Million)			
21	Debit Equity Ratio			
22	Turn Over Ratio			
23	Gross Profit Margin			
24	Net Profit Margin			
25	Number of Affiliations			
25(a)	Member Name			
25(b)	Member Since			

Contractor

Sign with stamp

CONTRACT FORM
(On Stamp Paper of Rs. 50)

This agreement made the _____ day of _____ **20** between **Peoples University of Medical & Health Science, Nawabshah** (SBA). (hereinafter called "the Procuring agency") of the one part and M/s _____ (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., **Procurement of _____** for PUMHSW, Nawabshah(SBA) has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (_____) (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 Procuring agency's Notification of Award.
3. The Supplier hereby covenants with the Procuring agency to:
 - i. Supply the goods and services as per specification mentioned in the Purchase Order.
 - ii. Supply the goods and services within the time period mention in Purchase Order.
 - iii. Supply the goods and services at departments of PUMHSW as mention in Purchase Order.
 - iv. Supply the goods and services un-defected in any manner.
 - v. In case of breach of above conditions the penalty will be imposed as per rules.
4. The Procuring agency hereby covenants to pay:
 - i. After receipt of bill(three copies) along with sales tax invoices.
 - a. The bills shall be attached with:
 - i. Inspection Report by the Technical Committee.
 - ii. Inspection & Receiving Report by the End User.
 - ii. 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.
5. In case of any loss occurred due to actions of bidder the amount will be charged from final payment.

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 **Chairman, Central Purchase Committee (SBA)** (for the Procuring agency)

Signed, sealed, delivered by M/s _____
(for the Supplier)

Witness:

- | | | |
|----|------|------|
| 1. | Name | CNIC |
| 2. | Name | CNIC |

1. MANUFACTURER'S AUTHORIZATION FORM

[SEE CLAUSE 11.1 (A) OF THE INSTRUCTION TO BIDDERS]

To: The Peoples University of Medical & Health Sciences
Nawabshah, Shaeed Benazirabad.

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 Bidder / Agent] to submit a bid, and subsequently followup / negotiate and sign the Contract with you against Invitation for Bids (IFB) / Tender Notice for the goods manufactured, by us, under the patent name of _____ for performance of the contract.

We hereby commit and assure our full guarantee and warranty / guarantee as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above mentioned firm against this Invitation for Bids.

[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.

1.1 Form of Bid Security

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

I: Bid Form & Price Schedule

1. BID FORM

To:

The Peoples University of Medical & Health Sciences
Nawabshah, Shaheed Benazirabad

Dear Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods specified in the said Bidding

Documents for the sum of [Total Bid Amount Rs.],

[Bid Amount in words only]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

2. The free of cost / donation / discounts offered and the methodology for their application are:

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

4. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

5. We agree to the validity of this bid for 90 days from the date fixed for financial bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Until a formal Contract is prepared and executed, this bid, together with the written acceptance thereof and notification of award, by the Procuring Agency, shall constitute a binding Contract between us.

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

Name

In the capacity of _____

Signed _____

Date _____

