

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



# BID DOCUMENT

**FOR THE PROCUREMENT OF  
FURNITURE ITEMS FOR PUMHSW**

**FINANCIAL YEAR 2022-2023**  
(Single Stage – Two Envelope Procedure)

<b>PART</b>	<b>DESCRIPTION</b>	<b>PAGE #</b>
<b>A.</b>	INTRODUCTION	-
1.	BRIEF INTRODUCTION	2
2.	<b>TENDER PURCHASE RECEIPT</b>	3
3.	NOTICE INVITING TENDER	4
<b>B.</b>	INSTRUCTIONS TO BIDDERS (ITB)	5
1.	THE BID DOCUMENT	6
2.	PREPARATION OF BID	6
3.	SUBMISSION OF BIDS	9
4.	OPENING AND EVALUATION OF BIDS	10
5.	AWARD OF CONTRACT	11
6.	GENERAL CONDITIONS OF CONTRACT (GCC)	14
<b>C.</b>	BID DATA SHEET	26
<b>D.</b>	BIDS QUALIFICATION / EVALUATION CRITERIA	27
1.	MANDATORY REQUIRED DOCUMENTS	27
2.	TECHNICAL EVALUATION MARKS CRITERIA	29
<b>E.</b>	BILL OF QUANTITIES (B.O.Q.)	30
<b>H.</b>	TERMS & CONDITION	32
<b>I.</b>	ANNEXURES	36

## INTRODUCTION

*Dear Bidder,*

The Peoples University of Medical & Health Sciences(PUMHSW) appreciate your interest in response to this Notice Inviting Tender, which is advertised in three leading newspaper (Kawish, Jung and Dawn on August 5, 2022) also hoisted at the websites of SSPRA & PUMHS.

The PUMHS is premiere educational institute in Nawabshah imparting quality education to the nation. The PUMHS is interested to avail the goods / services as required in this bid document of high potentiality from your esteemed firm. It's also expected to avail goods / services of high standards meet our prime & basic need through this tender.

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts / drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid. In case of any conflict of instructions / provisions herein with the Sindh Public Procurement Rules, 2010 (Amended 2019) ("the Rules"), the Rules shall prevail.

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Sindh Public Procurement Act 2009, Sindh Public Procurement Rules, 2010:

This Bidding Process will be governed under Sindh Public Procurement Rules, 2010, as amended from time to time during the completion of the contract.

Feel free to contact the Deputy Director Purchase on +92-244-366210 or [ddp@pumhs.edu.pk](mailto:ddp@pumhs.edu.pk) for any information and query.

Thank you.

***Chairman,  
Central Purchase Committee, PUMHSW***

**TENDER :**\_\_\_\_\_ **FOR PUMHSW.**

**TENDER PURCHASE RECEIPT**

This is to certify that this tender document is issued to below mentioned bidder/firm/company. The bidder had submitted the tender application along with tender fees (non-refundable), attached with NTN, GST & SRB (where applicable) certificate copies. The details are as under:

Registered Name\_\_\_\_\_

NTN Number\_\_\_\_\_

GST Number (For Supply / Goods)\_\_\_\_\_

SST Number (For Services)\_\_\_\_\_

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.



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

**“SAY NO TO CORRUPTION”**

**No. PUMHSW/CPC/PROC:/105.**

**03-08-2022**

**NOTICE INVITING TENDER**

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

Sr.	Tender Description	Bid Procedure
01	Hiring of Security Service Agency (Complete Package)	Single Stage –Two Envelop
02	Procurement of Echocardiography Machine	
03	Procurement of Furniture Items	
04	Procurement of Chemical & Glassware	
Bid Doc. Issuance		Documents will be issued from the first day of publication in SPPRA & Newspapers of this advertisement up to <b>22-08-2022</b>
Bids Submission		(Date & time): <b>23-08-2022 at 10:45(AM)</b> The Bids received after the due date and time will not be accepted.
Bid Opening		(Date & time): <b>23-08-2022 at 11:30(AM)</b>
Bid Security		<b>3%</b> in the shape of Pay Order in the name of Vice Chancellor, PUMHSW

**2. Eligibility:**

- (i) Valid registration in NTN, GST & SRB (Where applicable).
- (ii) Experience: Minimum three of experience in the relevant field.
- (iii) Turnover: as mentioned in Bid Document.
- (iv) Bids shall be evaluated as per Criteria mentioned in bid document.
- (v) The bidder shall read all the terms & conditions mentioned in Bid Document.

**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 along with tender fee in the name of Chairman, Central Purchase Committee and the copy of valid NTN, GST & SRB (where applicable).
- (ii) The bidder shall pay the tender fees (Non-Refundable) of Rs. 3,000 per tender in the shape of Pay Order in the name of Vice Chancellor, PUMHSW.
- (iii) The bidder shall send the application, tender fee / Pay order (Non-refundable), NTN & GST copy to Deputy Director Purchase, PUMHSW on or before the last date of tender issue date. Because, in case of any modification / amendment in the tender document, will be communicated to bidder within reasonable time.
- (iv) The bid document will be Issued and Submitted in 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](http://www.pumhs.edu.pk)) and SPPRA - PPMS ([www.ppms.pprasinidh.gov.pk](http://www.ppms.pprasinidh.gov.pk)).
- (vi) For any information fell free to contact at PTCL (0244-366210) and email address ([ddp@pumhs.edu.pk](mailto:ddp@pumhs.edu.pk)).

Chairman,  
Central Purchase Committee

# 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 Furniture Items for PUMHSW from Government Funds. This tender is issued for the supply, installation, putting into operation and demonstration of the working of the Laboratory Equipment as per the Schedule of requirements given in this tender document.

### 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 and 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 unopened 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;
    - (ix) the total price for the item in foreign currency.
- 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.

- 13.2 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 Pro Vice Chancellor / Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad.
- 13.3 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.4 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.

24.2 **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 Lab 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 Pro Vice Chancellor / 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) "Lab Equipment" for PUMHSW shall mean and include all Lab 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 Lab Equipment for the PUMHSW, SBA by the find that the Specifications for any items the Lab Equipment are lacking in details, they may give their own proposals with detailed specifications, preferably three alternate proposals if possible.
  - 3.3 The Lab 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 Lab Equipment will be made available by University.
  - 3.5 Wherever possible or feasible, each item of Lab 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 Lab 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 Lab 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 Lab 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 any above the Contractor of any of his obligations under this Contract.

9. **On-arrival Inspection**

There shall be inspection of Laboratory Equipment for the Water Testing Laboratory of Community Medicine at PUMHSW by the representatives of the University after arrival in the laboratory of 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 Lab 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 Laboratory 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 Lab 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 Lab Equipment for PUMHSW, as stated in Clauses 9 and 10 above, the Contractor shall install those items of Lab 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

Pro Vice Chancellor / Chairman Central Purchase Committee(PUMHSW) for making arrangements for Hardware needed for the installation.

## **12. Demonstration**

- 12.1 After installation of Lab Equipment at PUMHSW as stated in Clause 11 a) above, the complete working of each item of lab Equipment for the purpose of performing the intended Laboratory 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 *Lab Equipment for PUMHSW to be Imported*
  - i All those items Lab 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 Lab 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 Lab 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 Lab 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 Lab 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 Lab 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 Lab 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 *Lab 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 Lab 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. TERMINATION 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 Lab 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 Lab Equipment for PUMHSW, SBA.
- 8.5 In case any of the items of Lab 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 Lab 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 / Bank Guarantee 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 warrantee 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 Lab 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 Lab 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.



**OR**

***For Goods supplied from outside the Procuring Agency's country:***

- (a) The Procuring Agency shall pay the Bidder or its Principal through irrevocable letter of credit opened in favor of the Bidder or Its Principal in a bank in its country, upon submission of all the requisite documents.
- (b) 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.

**OR**

***For Goods supplied from outside the Procuring Agency's country:***

- (a) The Procuring Agency shall pay the Bidder or its Principal through **3 years deferred payment** by irrevocable letter of credit opened in favor of the Bidder or Its Principal in a bank in its country, upon submission of all the requisite documents.
- (b) Bidder will bear all the additional bank charges inside and outside the Procuring Agency country on account of Confirmation of L/C, if he desires to establish a Confirmed L/C etc.

**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, C.P.C. (SBA)**

PUMHSW, Shaheed Benazirabad

Email: [procurement@pumhs.edu.pk](mailto:procurement@pumhs.edu.pk)

Contact: 0244-9370428

*Bidder's address for notice purposes:*

Name of Bidder: \_\_\_\_\_

Name of Contact Person & Designation: \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Mobile Phone No. \_\_\_\_\_

Email Address \_\_\_\_\_

## BID DATA SHEET

<b>Procuring Agency</b>		<b>Peoples University of Medical &amp; Health Sciences For Women, Nawabshah, SBA.</b>
<b>Tender Description</b>		<b>Procurement of Furniture Items</b>
<b>Bid Procedure:</b>		<b>Single Stage – Two Envelope</b>
<b>Bidder’s</b> (Who can Apply)	1	Bidder shall be a Pakistani entity.
	2	The Bidder must have valid NTN Number, GST & SRB (Where applicable),
	3	The bidder is NOT BLACK LISTED from any Procuring Agency in Pakistan.
	4	The bidder shall have at-least 03 years of experience in the relevant field.
	5	The bidder should have required annual turnover as required for this tender.
	6	Firm must comply with specifications mentioned in bidding documents.
	7	Any Conditional bid will be disqualified.
Bid Document can bepurchased		From: Office of the Deputy Director Purchase, Directorate of Finance, PUMHSW, Nawabshah. <b>PTCL # 0244-366210. Email: ddp@pumhs.edu.pk</b>
<b>Language:</b>		English
<b>Bid Prices:</b>		Bid shall be in Pak Rupees.
<b>Bid Security:</b>		<b>3%</b> of quoted bid; Only Pay Order in the name of “Vice Chancellor, Peoples University of Medical & Health Sciences”
<b>Bid Validity:</b>		The bid should be valid for 90 days
<b>Perf. Security.</b>		10% Performance Security of the awarded amount mention in the Bid Evaluation Report.
<b>Award Criteria</b>		Most Advantageous Bid
<b>Purchase Date:</b>		Bids will be issued from the 1 <sup>st</sup> day of publication at SPPRA-website site up to <b>22-08-2022</b>
<b>Bid submission</b>		(Date & time): <b>23-08-2022 at 10:45 (AM)</b> Bids received after the due date and time will be un-accepted.
<b>Bid opening</b>		(Date & time): <b>23-08-2022 at 11:30 (AM)</b>
<b>Bid opening place</b>		In the Committee Room of Vice Chancellor at Latif Hall, PUMHSW
<b>Criteria for bid evaluation.</b>		Best Evaluated Bidder, who quoted items as per required specification & technically Qualified
<b>Award of Contract</b>		Best Evaluated Bidder through Items Rate Basis
<b>Delivery Period</b>		<b>03-to-05 weeks at PUMHSW</b> (as per award of contract)
<b>Installation Period</b>		It will start after receiving of equipment at site. It will start after satisfactory installation of equipment at site.
<b>Maintenance Period</b>		It will start after the satisfactory installation of the equipment and issuance of Installation Certificate from the concerned official. This period will remain functional till two years with replacement of parts.
<b>Cost to be quoted in BOQ.</b>		The Bidders shall quote price in DDP
<b>Inspection:</b>		The goods will be verified by the committee as per specification mentioned in the bid document & awarded in the Purchas Order.
<b>Payment</b>		70% Payment shall be made after the receipt of Inspection certificate from End User. 30% Payment shall be made after the receipt of certificate from Inspection Committee.
<b>Bid Evaluation:</b>		The bids will be evaluated as per Evaluation Criteria given in this bid document. The quantity can be increased / decreased / deleted at any time as per SPPRA Rules. 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).
<b>Liquidated Damages</b>		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,  
University Central Purchase Committee

## **MANDATORY REQUIRED DOCUMENTS**

The bidder is required to submit the following mandatory documentary information.  
The bidder shall ensure and check the attachment before submission of proposal.

<b>Sr. #</b>	<b>Description</b>	<b>Page #</b>
<b>1</b>	Bid Document and attachments	
a	The technical proposal shall have proper Index & page numbers with respect to mandatory required documents.	
b	The each page (Technical & Financial proposal) shall have page numbers, signed by authorized person with company stamp.	
c	The bid document (Technical & Financial) shall be computerized / typographical format, the hand written bids shall be disqualified.	
<b>2</b>	The bidder shall attach tender Purchase Receipt given in this bid document.	
<b>3</b>	The photocopy of required Bid Security in the shape of Pay order (without showing the amount / value) shall be attached with the Technical Proposal and Original with Financial .	
<b>4</b>	Registrations in following	
a	Registration Certificates for NTN, GST(For Supply) & SRB (For Services)	
b	NTN Number : _____ (Attach current FBR website copy)	
c	Valid GST Number : _____ (Attach current FBR website copy)	
d	Valid Registration with ISO 9001. (Attach documentary evidence)	
e	Additional Professional Registration Details (if any):	
<b>5</b>	Undertaking on 100/- Stamp Paper, that : 1. The bidder shall not have been barred / black listed by any of Federal or Provincial Government Department, Organization or Autonomous Body or any other Procuring Agency in Pakistan. 2. The Bidder shall also gave undertaking for “No Dissatisfactory Performance” at any procuring agency for last 5 years.	
<b>6</b>	Attach current list from SPPRA-PPMS website List of Black Listed Firms.	
<b>7</b>	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 to PUMHSW through a valid Manufacturer Authorization.	
<b>8</b>	Undertaking regarding supply of required items as per specification and within stipulated time.	
<b>9</b>	The Bid Form & Price Schedule(s) shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.	
<b>10</b>	Experience in the relevant Filed	
a	Years of Operation of Company after its Registration (Attach documentary evidence)	
b	Company Profile attached with Owners CNIC Copy	
c	<u>Past Performance (Last Five Years):</u> The Bidder shall attach Work Orders & Completion certificates from the supply of said & related supply. (Attach list of Clients with contact details with relevant documentary evidence)(Annexure P)	
d	Bank Account Maintenance Certificate (as per sample)	
e	Human Resource including detail of Technical Team (Workshop details & Technical Staff)	
f	Soft Copy (CD/USB) containing all documents and form (in Excel/DOC format and searchable)	
<b>11</b>	<b>Financial Status / Turnover.</b>	
a	Attach Income Tax Returns for last three-to-five fiscal years.	
b	Attach Audit Reports for last three-to-five fiscal years.	
<b>12</b>	To submit filled Annexures on company letter head given in this bid document.	

**Contractor**  
Sign with stamp

**Chairman,**  
University Central Purchase Committee

### **Technical Bids / Proposals Evaluation:**

- (a) The bids shall be evaluated on most advantageous bid basis.
- (b) Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms shall be treated as rejected / non-responsive.
- (c) If a bidder elects to submit alternative bid without enclosing a separate Bid Security of requisite amount and form, Bid Form and valid Manufacturer Authorization, all such alternative bids will be rejected as nonresponsive.
- (d) The bids shall be evaluated and compared on ITEMIZED BASIS.
- (e) Bids are invited as per Single Stage – Two Envelope Procedure in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2019). In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- (f) The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
- (g) Bidders achieving minimum 70% points / marks will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim

### **1. Financial Proposal Evaluation:**

- a. Technically qualified / successful bidder(s) shall be eligible for the opening of Financial Bids / Proposals. The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- b. Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.
- c. Only those Financial Bids / Proposals will be announced / considered which were technically qualified by the Committee. Therefore, bidders are advised to give separate financial sealed envelope(s) of each and every quoted good / item and should mention the name of the good / item and tender serial / item number on the front of the sealed envelope in BOLD and legible letters to avoid confusion, otherwise, the Financial Bids / Proposal Envelope will be opened on qualified item basis and it will not be challenged by the bidder that Procuring agency has opened the Financial Bid / Proposal of the disqualified goods / items besides qualified goods / items.
- d. Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- e. Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder.

## **EVALUATION CRITERIA**

The bidder is required to submit the following mandatory documentary information. The bidder shall ensure and check the attachment before submission of proposal.

<b>S#</b>	<b>CRITERIA / PARAMETERS / SUB-PARAMETERS</b>	<b>Total Marks</b>
<b>1</b>	<b>Year Establishment (<i>Credible documentary evidence must be provided</i>)</b>	<b>Max. 10</b>
1.1	Established during 2010 or early	10
1.2	Established during 2011-2015	05
1.3	Established during 2015-2021	02
<b>2.</b>	<b>Fully compliance with the required specifications / Sample Examination</b>	<b>Max. 10</b>
<b>3.</b>	<b>Bidder's prior experience for supplying Furniture Items to the Public / Private Sector Universities / Government / Semi-Government Organization (Provincial /Federal / Local) in Pakistan during last 3 years (Documentary evidence in shape of Purchase Order / Contract Award Highlighting the amount and period of project must be attached.)</b>	<b>Max. 40</b>
3.1	<b>Purchase Order / Contract Award valuing PRs. 2.000 million or above.</b> (05 marks for each PO / Contract Award – Maximum 20 Marks)	20
3.2	<b>Purchase Order / Contract Award valuing PRs. 1.500 million or above.</b> (03 marks for each PO / Contract Award – Maximum 12 Marks)	12
3.3	<b>Purchase Order / Contract Award valuing PRs. 1.000 million or above.</b> (02 marks for each PO / Contract Award – Maximum 08 Marks)	08
<b>4.</b>	<b>Average Annual Turnover (Total Income) during last three (03) financial years (Income Tax Return Forms must be attached as supporting documents)</b>	<b>Max. 20</b>
4.1	Above PKR 30 million	20
4.2	Above PKR 20 million	15
4.3	Above PKR 15 million	10
4.4	Below PKR 10 million	00
<b>5.</b>	<b>Delivery Schedule at Consignees end</b>	<b>Max. 20</b>
5.1	Within 30 days	20
5.2	Within 45 days	10
5.3	Within 60 days	05
	<b>GRAND TOTAL</b>	<b>100</b>

### **Note :**

It is worth to mention here that:

1. The Bidder meeting the above requirement will be eligible for further necessary action.
2. The bidders shall set his profile according to sequence of criteria and shall also tag them as per serial number given to evaluation conditions as mentioned in above table.
3. The bidder shall mention page number on the attachment in the format like Page 1 of 35. It will highly be appreciated to avoid irrelevant attachment.
4. To qualify for financial evaluation, the bidders must secure 70% marks / points in Technical Evaluation besides compliance of all mandatory clauses.
5. PUMHSW reserves the right to visit the site for the physical verification of equipment, human resources etc.
6. The bidder has to fill and submit all the appendix given in bid document, and attach relevant supporting documents.

**Contractor**

Sign with stamp  
Committee

**Chairman,**

University Central Purchase

**Peoples University of Medical & Health Sciences for  
women, Nawabshah, Shaheed Benazirabad  
BILL OF QUANTITIES (B.O.Q.)  
Procurement of Furniture Items for PUMHSW**

Sr.	NAME OF THE ITEM & SPECIFICATION	QTY
01	Providing and making <b>Sofa Single Seater</b> made of seasoned wood with arms, legs, back seat and frame with master molty foam in required thickness covered with good quality leather of approved color and wood work finished with sprit polish including termite control treatment etc; complete in all respect	06 Nos.
02	Providing and making <b>Sofa Set Seven Seater</b> having two single seater, one two seater and one three seater, complete set made of seasoned wood with arms, legs, back seat and frame with master molty foam in required thickness covered with good quality leather of approved color and wood work finished with sprit polish including termite control treatment etc; complete in all respect	01 No.
03	Providing and making <b>Sofa Set Five Seater</b> having one two seater and one three seater, complete set, made of seasoned wood with arms, legs, back seat and frame with master molty foam in required thickness covered with good quality leather of approved color and wood work finished with sprit polish including termite control treatment etc; complete in all respect	04 Nos.
04	Providing and making <b>Visitor Chair</b> , with arms and 1' - 6" high back made of seasoned wood completely with master molty foam seat & back, covered with good quality leather of approved shade and color including all wood work. finished with sprit polish and termite Control treatment etc, complete in all respect	32 Nos.
05	Providing and making <b>Executive Office Table with Side Rack with Top Glass 8mm</b> Size 6'-0" x 3'-0" x 30" high, made of 3/4" and 1" thick Oak vineer board 700 Density of approved color and shade, Wherever required with and including Oak wood lipping, and farming of Required size, fixed with german glue, Polished with nc lacquer, etc; Complete all fittings locks, handles (approved) and termite control Treatment to all wood work etc. Complete in all respect.	03 Nos.
06	Providing and making <b>Executive Revolving Chair High back</b> , with arms, cushioned seat & Back made of master molty foam with Good quality cloth of approved shade And color, base made of casted Aluminum frame five wheels (imported) Complete in all respect	03 Nos.
07	Providing and making <b>Office Table</b> of size 4'-0" x 2'-0" x 30" high, made of 3/4" and 1" thick lamination board 700 density of approved color and shade wherever required with and including oak wood lipping, all exposed surfaces polished with NC lacquer, etc; complete all fittings locks, handles (approved) and termite control treatment to all wood work etc. Complete in all respect.	11 Nos.
08	Providing and making <b>Revolving Chair Medium Back</b> , with arms, cushioned seat & back made of master molty foam with good quality Leather of approved shade and color, base made of casted aluminum frame five wheels (imported) complete in all respect.	08 Nos.
09	Providing and making <b>Center Table with 8mm glass</b> of size 4'-0" x 2'-0" x 18" high, made of oak wood frame and legs, fixed in 1 1/2" x 3" oak wood top finished with sprit polish and all oak completely seasoned and termite control treatment etc; complete in all respect.	05 Nos.
10	Providing and making <b>Three Seater Iron Bench</b> made of Iron Steel Frame Imported Quality	04 Nos.
11	Providing and making <b>Wooden Almirah</b> of size 7'-0" x 3'-0" x 20" deep, having two portion, bottom portion having 4 nos partitions, back and open able shutters made of 3/4" thick and 1" thick lamination chip board 700 density on top with wood lipping on all edges, upper portion, having 4 Nos partitions and 3 Nos shelves and back also made of 3/4" thick chip board and lipping with wood, 3/4" thick lamination chipboard of 700 density open able shutters, all wood polished, all fitting like handles, locks and hinges of best quality (approved) including termite control treatment to all wood work etc; complete in all respect.	08 Nos.
12	Providing and making <b>Windows Blinders as per approved design</b>	08 Nos.
13	<b>Split Air Conditioner Invertor</b> 1.5 Ton along with Installation	04

	75 % Energy Efficient Kenwood / Mitsubishi / Gree Or Equivalent	Nos.
14	<b>Water Dispenser</b> Orient OWD Or Equivalent	02 Nos.

**Chairman, C.P.C. (SBA)**

PMC Hospital Road, PUMHSW, Shaheed Benazirabad



## **TERMS & CONDITIONS**

1. Quantity at any time can be increased / decreased or can deleted at any time.
2. The bid shall comprise a single stage Two envelope procedure. The envelope marked as “FINANCIAL PROPOSAL” and mentioned clearly address of the Bidder / Supplier.
3. The rates should be given inclusive of GST, Income Tax & any other government duty.
4. Income tax, G.S.T, SST, SRB, Stamp duty & other applicable taxes and duties at the government prescribed rates are deductible from the bill.
5. The Bidder has to supply all the items at central Store of PUMHSW.
6. 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.
7. Payment will be made on availability of funds, if delayed due to any reason; no extra interest / mark-up will be accepted / paid.
8. Rejected consignment shall be returned back to dealers / suppliers at their own cost.
9. Telephone/telex/fax/telegraphic tenders shall not be entertained.
10. 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.
11. After opening of tenders no change is allowed to be made in the tender documents nor shall be accessible to Bidder.
12. 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.
13. There shall be inspection in presence of representative(s) of the Bidder and Purchaser on arrival of items at Main Store.
14. Incomplete tenders will not be acceptable.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. The bidder has to provide certificate that all items are new and up to the required standard.
23. The time for delivery will be extendable up-to three months, subject to custom clearance.
24. 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.

25. 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.
26. Warranty period of supplied items shall be minimum ONE Year or as per Manufacturer, whichever is higher.
27. In case of breach of contract, the damages suffered by the Procuring Agency shall be recovered to the full extent from the Contractor's Performance Security.
28. If the Bidder fails to deliver items within the time specified in the Purchase Order a penalty will be imposed as approved by the Competent Authority (as per Rules). The performance security shall also be forfeited. 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.
29. 70% payment shall be released at the time of delivery of items, 30% will be released after the Complete Inspection and getting satisfactory from End user. No part payment will be allowed.
30. The Procurement Committee will examine at any stage stage and found the supplied items are sub-standard / low quality, change in design may cancel the process and confiscate the Security Amounts.
31. Material used in the Manufacturing process shall be of International Quality or at-least product shall be as per standard of Pakistan Quality Standard.

**Contractor**  
Sign with stamp

**Chairman,**  
Central Purchase Committee.

**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, C.P.C. (SBA)** (for the Procuring agency)

Signed, sealed, delivered by **M/s \_\_\_\_\_**  
(for the Supplier)

Witness:

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

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

Contract Number: **PUMHSW/SBA/CPC/PROC:/**\_\_\_\_, **Dated :** \_\_\_\_\_.  
Contract Value: **Rs.** \_\_\_\_\_.  
Contract Title: **File #** \_\_\_\_\_.

**M/s** \_\_\_\_\_ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

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

**M/s** \_\_\_\_\_ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Procuring Agency (PA) and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Chairman,  
University Central Purchase Committee  
Peoples University of Medical &  
Health Sciences, Shaheed Benazirabad  
(*Procuring Agency*)

(*Supplier / Contractor*)

**TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To (Name and address of Client / PUMHSW)

Dear Sir,

We, the undersigned, offer to provide **the \_\_\_\_\_ (insert title of assignment)** in accordance with your NIT / Tender Document No. **\_\_\_\_\_ (insert number)** dated **\_\_\_\_\_ (insert date)** and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Bids sealed in one envelope.

Having examined the bidding documents including Addenda / Corrigendum Nos. **\_\_\_\_\_ (insert numbers & Date of individual Addendum / Corrigendum)**, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the SERVICES / GOODS under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents.

We undertake, if our bid is accepted, to deliver the Services / Goods in accordance with the delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

We also confirm that the any Government organization (Federal / Provincial / Local) has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

***Authorized Signature***  
***[In full and initials]:***  
***Name and Title of***  
***Authorized Signatory:***  
***Name of Bidder:***  
***Stamp / Seal:***

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To (Name and address of Client / Competent Authority (PUMHSW))

Dear Sir,

We, the undersigned, offer to provide the **(Insert title of assignment)** in accordance with your NIT / Tender Document No. **(insert number)** dated **(insert date)** and our Technical Proposal. Our attached Financial Proposal is for the sum of **(insert amount in words and figures)**. This amount is inclusive of all taxes, duties etc. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Bid / Proposal and Contract execution.

We also declare that the any Government organization (Federal / Provincial / Local) has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

*Authorized Signature*

*[In full and initials]:*

*Name and Title of*

*Authorized Signatory:*

*Name of Bidder*

*Stamp / Seal :*

**GENERAL COMPLIANCE CERTIFICATE  
DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND  
CONDITIONS**

**(On PKR 100/- Stamp Paper)**

*[Location, Date]*

*To: [Name and address of Employer]*

**Re: Tender Reference NO. PUMHSW/DP/2022/\_\_, Dated \_\_\_\_\_ 2022,  
“Tender : \_\_\_\_\_”.**

Dear Sir,

I/we carefully gone through the Terms & Conditions as mentioned in the above referred PUMHSW Tender document. I/we declare that all the provisions of this Tender are acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

*Authorized Signature*

*[In full and initials]:*

*Name and Title of*

*Authorized*

*Signatory: Name of*

*Bidder:*

*Stamp / Seal :*

**(Must be Printed on Rs. 100/- Stamp  
Paper)  
UNDERTAKING / CERTIFICATE**

If provided information with the bid document found false, or any criminal proceedings found in any court of law, the services of the hired security agency will be immediately terminated without assigning any reason and making any refund / payment. Further, the performance security given by the firm will also be confiscated and the firm will be declared black listed.

M/s. \_\_\_\_\_

Contact Person : \_\_\_\_\_

Address : \_\_\_\_\_

Tel #: \_\_\_\_\_ Mobile #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email : \_\_\_\_\_

Signature : \_\_\_\_\_ Dated : \_\_\_\_\_

Agency Seal :



**ANNEXURE – E**

**DECLARATION OF ANNUAL  
TURNOVER AND INCOME TAX  
RETURN**

**(On Bidder / Company / firm's Letterhead)**

*[Location, Date]*

*To: [Name and address of Employer]*

**Ref: PUMHSW/DoF/Proc , Dated,  
for Tender “\_\_\_\_\_”.**

*Dear Sir,*

I/we hereby declare that, our firm's Annual Turnover is as follow:

<b>F. Y. 2017 – 18</b>	<b>F. Y. 2018 – 19</b>	<b>F. Y. 2019 – 20</b>
PKR_____(Million)	PKR_____(Million)	PKR_____(Million)

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last the 3 financial years i.e. 2017•18 & 2018•19 & 2019-20. Copies of ITR and Audit Reports are attached for ready reference.

Yours faithfully,

***Authorized Signature  
[In full and initials]:  
Name and Title of  
Authorized Signatory:  
Name of Bidder:  
Stamp / Seal:***