

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



## **BID DOCUMENT**

### **PROCUREMENT OF KITS FOR CONVOCAION FOR PUMHSW**

**FINANCIAL YEAR 2022-2023**

**(Single Stage – One Envelope Procedure)**

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## 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) 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 Procurement Office 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(Goods) & 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:/108.  
20-12-2022**

**NOTICE INVITING TENDER**

Sealed Requests for Proposals are invited from audit firms, registered with ICAP and SRB and FBR (where applicable), for the audit of financial statements of the University for the financial years 2019-20, 2020-21 and 2021-22 (extendable for next two financial years on the basis of satisfactory performance) on Quality- and Cost-Based Selection Method (QCBS).

Sr.	Tender Description	Award Criteria	Bid Procedure
01	Arrangement for Convocation (Complete Package)	Most Advantageous Bid (Lowest Rate Basis)	Single Stage One Envelop
02	Procurement of Souvenir		
03	Procurement of Kits		
<b>Tender Fees &amp; Application</b>		Application with tender fee of Rs. 3,000 (Non-Refundable) per tender. The bidder shall pay tender fees via cash deposit in HBL Account OR in the shape of Pay Order in the name of Vice Chancellor, PUMHSW. The bidder shall send the application (in the name of Chairman, Central Purchase Committee) along with tender fee, copy of NTN, GST (for Goods) & SRB (For Services) to the Procurement Office, 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.	
<b>Bid Doc. Issued</b>		up to <b>09-01-2023</b> as per SPPRA Rule-17 & 18. The Bid Document shall be obtained from the Procurement Office, PUMHSW, also downloaded from the websites of SPPRA-PPMS (www.ppms.ppraisindh.gov.pk) and PUMHSW.	
<b>Bids Submission</b>		(Date & time): <b>10-01-2023 at 10:45 (AM)</b>	
<b>Bid will Open</b>		(Date & time): <b>10-01-2023 at 11:30 (AM)</b>	
<b>Bid Security</b>		<b>4%</b> in the shape of Pay Order in the name of Vice Chancellor, PUMHSW	
<b>Bid Issuance &amp; Submission</b>		The bid document will be Issued and Submitted in the Procurement Office, PUMHSW. The place of opening will be in the Committee Room of Vice Chancellor, Peoples University of Medical & Health Sciences, Nawabshah. Contact details: <b>PTCL</b> 0244-366210 and <b>email</b> <a href="mailto:ddp@pumhs.edu.pk">ddp@pumhs.edu.pk</a>	
<b>Bid Opening Place</b>		The Committee Room of Vice Chancellor, PUMHSW, Nawabshah.	
<b>Eligibility</b>		(i) Valid registration in NTN, GST / STR & SRB (Where applicable). (ii) The firm should not be blacklisted anywhere. (iii) Experience: at-least three of experience in the relevant field. (iv) Turnover: as mentioned in Bid Document. (v) Bids shall be evaluated as per Criteria mentioned in bid document. (vi) <i>The bidder shall read all the terms &amp; conditions mentioned in Bid Document.</i> (vii) <i>Incomplete bids will be treated as non-responsive.</i>	

Chairman,  
Central Purchase Committee

## **Instructions to Bidders. (ITB)**

### **INTRODUCTION**

#### **1. SOURCES OF FUNDS**

**Recurring Budget of current financial year** of Peoples University of Medical & Health Sciences, Nawabshah(SBA). The eligible payment under the contract is to be made from allocated budget.

#### **2. ELIGIBLE BIDDERS**

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 (amended 2017) and its Bidding Documents except as provided hereinafter.
- 2.2 This Invitation for Bid is open to all firms having three years of experience in the relevant field within Pakistan or abroad, and their Authorized Agents / Importers / Bidders / Distributors.
- 2.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the University to provide consulting services for the preparation of the design, specification, and other documents to be used for the procurement of the goods under this NIT.
- 2.4 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.
- 2.5 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.

#### **3. ELIGIBLE GOODS**

- 3.1 The origin of all the goods & related services to be supplied under the Contract should be mentioned.
- 3.2 Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.
- 3.3 The Origin of goods and services is distinct from the nationality of bidders.
- 3.4 All goods (mention in the bill of quantities) 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.

#### **4. COST OF BIDDING**

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

## **THE BID DOCUMENT**

#### **5. CONTENTS OF BID DOCUMENT**

- 5.1 The Bidding Document in addition to the Notice Inviting Tender(NIT) include:
  - i. Instructions to Bidders (ITB).
  - ii. General Conditions of Contract(GCC).
  - iii. Special Conditions of Contract (SCC).
  - iv. Bid Data Sheet
  - v. Schedule of Requirements / Bill of Quantities.
  - vi. Bid Form and Price Schedules
  - vii. Experience in the relevant field
  - viii. Contract Form
  - ix. Performance Security Form
  - x. Bid Declaration.
- 5.2 In case of discrepancies between the Invitation for Bid (IFB) / Tender Notice and the Bidding Document, the Bid Document shall take precedence.
- 5.3 The bidders are expected to examine all instructions, forms, terms, and specifications in the bid document. Failure to furnish complete information required in the bidding document or to

submit a bid not substantially responsive to the bidding document may result in rejection of its bid.

6. **CLARIFICATION OF BID DOCUMENT**

- 6.1 A interested Bidder requiring any clarification of the bid documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bid documents, which it receives not later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. **AMENDMENT OF BID DOCUMENT**

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

## **PREPARATION OF BID**

8. **BID PROCEDURE**

*As mentioned in NIT and Bid Dada Sheet*

**FOR SINGLE STAGE – ONE ENVELOPE PROCEDURE UNDER SPPRA RULE 46.**

- (a) Bid shall comprise a single package containing One envelopes, the envelop shall contain the technical proposal and financial proposal.
- (b) Initially, the envelope shall be opened, if the bidder have submitted all the required documents shall be considered eligible for further necessary action.
- (c) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.
- (d) The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.

**SINGLE STAGE - TWO ENVELOPE PROCEDURE UNDER SPPRA RULE 46.**

- 1. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- 2. Envelopes shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- 3. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- 4. Envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- 5. 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;
- 6. No amendments in the technical proposal shall be permitted during the technical evaluation;
- 7. Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- 8. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- 9. Bid found to be the lowest evaluated or best evaluated bid shall be accepted.
- 10. The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.

9. **LANGUAGE OF BID**

- 9.1 The bid document and 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.

**10. DOCUMENTS COMPRISING THE BID**

The bid prepared by the Bidder shall comprise the following:

- (a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6.
- (b) Bid Security.
- (c) Bid Form.
- (d) Documentary evidence that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted (as defined in *ITB Clause 2*);
- (e) Supply orders in the relevant field.
- (f) Undertaking that the bidder is not black listed by any firm.
- (g) Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible goods and related services;

**11. BID FORM**

- 11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, warranty/Guaranty(if applicable), and prices.

**12. BID PRICES**

- 12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 12.2 The prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services.
- 12.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet.
- 12.4 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

**13. BID CURRENCIES**

- 13.1 Prices shall be quoted in Pakistani Rupees for goods mentioned in the bill of quantities.

**14. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

- 14.1 Pursuant to *ITB Clause 2 & 3*, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications and experience to perform the contract.

**15. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS**

- 15.1 Pursuant to *ITB Clause 2, 8, 10 and 18*, 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 and shall consist of:
- 15.1.1 a detailed description of the essential technical and performance characteristics of the goods;
  - 15.1.2 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 Specification are intended to be descriptive only and not restrictive: till stated otherwise in Technical Specifications or Bid Data Sheet.

**16. BID SECURITY**

- 16.1 The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the Bid Data Sheet.
- 16.2 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 procuring agency and tenderer.
- 16.3 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 16.4 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.
- (iii) to furnish performance security after the award of contract.

16.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency.

16.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract and submission of performance security, *pursuant to ITB Clause 37*.

#### **17. BID VALIDITY**

17.1 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.

17.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under *ITB Clause 16* shall also be suitably extended.

17.3 A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17.4 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.

#### **18. ALTERNATIVE BIDS**

18.1 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. #	Description of Stores	Statement of Variation from Spec	Reasons for Variations

### **SUBMISSION OF BIDS**

#### **19. SEALING AND MARKING OF BIDS**

19.1 The envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) bear the specific identification Name and NIT reference number;
- (c) bear the Procuring Agency's name and address
- (d) a statement: "**DO NOT OPEN BEFORE**" the time and date specified in the Bid Data Sheet.

19.2 If the envelope is not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

#### **20. DEADLINE FOR SUBMISSION OF BIDS**

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

20.2 The Procuring Agency may, at its convenience, extend the deadline for submission of bids, by amending the bidding documents as mention in *ITB Clause 7*.

#### **21. LATE BID**

21.1 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.

#### **22. MODIFICATION AND WITHDRAWAL OF BIDS**

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification (including substitution or withdrawal of the bids) is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 No bid may be modified and withdrawn after the deadline for submission of bids.
- 21.3 Withdrawal of a bid before the validity period of bid security may result the forfeiture of bid security.

## **OPENING AND EVALUATION OF BIDS**

### **23. 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.
- 22.3 No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to *ITB Clause 20*.
- 22.4 Bids (and modifications sent pursuant to *ITB Clause 21.1*) 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.
- 22.5 The Procuring agency will prepare minutes of the bid opening.

### **24. CLARIFICATION OF BIDS**

- 23.1 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.

### **25. PRELIMINARY EXAMINATION**

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 Prior to the detailed evaluation, (pursuant to *ITB Clause 25*) 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.
- 24.5 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.

### **26. EVALUATION AND COMPARISON OF BIDS**

- 25.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, (pursuant to *ITB Clause 24 & 30*).
- 25.2 The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) inclusive of prevailing duties/taxes and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

- 25.3 **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.
27. **CONTACTING THE PROCURING AGENCY**
- 27.1 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.
- 27.2 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.
28. **REJECTION OF BIDS**
- 28.1 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.
- 28.2 The **erasing and/or alterations**, if any, in the Tender shall be authenticated by the authorized person by his full signature. Use of white fluid markers shall lead to rejection of bids.
- 28.3 **Ambiguous and incorrect answers** and/or incorrect filling of Tender Documents will render the tender liable to rejection.
29. **RE-BIDDING**
- 29.1 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.
30. **ANNOUNCEMENT OF EVALUATION REPORT**
- 30.1 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.
- AWARD OF CONTRACT**
31. **POST-QUALIFICATION**
- 31.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder (that is selected as having submitted the lowest evaluated responsive bid) is qualified to perform the contract satisfactorily.
- 31.2 The determination will take into account the Bidder's financial and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring agency deems necessary and appropriate.
- 31.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
32. **AWARD CRITERIA**
- 32.1 Subject to *ITB Clause 23, 25, 26 & 30*, the Procuring agency will award the contract to the qualified bidder **as per criteria mentioned in the bid data sheet**, the bidder must be qualified to perform the contract satisfactorily. Furthermore, the quoted bid must be as per specification mentioned in the Bill of Quantities.
33. **PROCURING AGENCY'S RIGHT TO VARY QUANTITIES**
- 33.1 The Procuring Agency reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements as per SPPRA rules.
34. **PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID TO REJECT ANY OR ALL BIDS**
- 34.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 34.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2013), Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders seven days prior to notify the award of contract
- 34.3 The notification of award will constitute the formation of the Contract.

- 34.4 Upon the successful Bidder's furnishing of the performance security, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security (pursuant to *ITB Clause 16.5*).
35. ***LIMITATIONS ON NEGOTIATIONS***
- 35.1 The Procuring Agency reserves the right to hold negotiation on delivery schedule or completion schedule for all the items or any item.
- 35.2 Negotiations will not be used to change substantially:
- 35.2.1 the details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
- 35.2.2 the terms and conditions of the Contract and;
- 35.2.3 anything affecting the crucial or deciding factors in the evaluation of the proposals / bid and / or selection of successful bidder.
36. ***NOTIFICATION OF AWARD***
- 36.1 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.
- 36.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 37, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
37. ***SIGNING OF CONTRACT***
- 37.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency will send the bidder Contract Form, incorporating all points of agreement between the Parties.
- 37.2 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 0.3% 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.
38. ***PERFORMANCE SECURITY***
- 38.1 The successful Bidder shall furnish Performance Security. Upon submission of Performance Security, the Bid Security will be returned. The amount of Performance Security is specified at Bid Data Sheet.
- 38.2 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.
39. ***CORRUPT OR FRAUDULENT PRACTICES***
- 39.1 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 any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "**Coercive Practice**" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (iv) "**Collusive Practice**" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

- (v) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (vi) **“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

## General Conditions of Contract (GCC)

The Scope of the Contract shall be the *Procurement of items mentioned in the NIT attached with this bid document*, in accordance with the 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) "**Services**" means the services required to the supply of the goods, such as mention in the bill of quantities.
- (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 (PUMHSW) Shaheed Benazirabad Sindh, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Chairman Central Purchase Committee PUMHSW.
- (i) "**The Bidder/Vendor/Supplier**" means the individual or firm supplying the goods under this Contract.
- (j) The "**Specifications**" shall mean the specifications mentioned in the bill of quantities as well as the samples and patterns (if any).
- (k) "**Day**" means official working day excluding national / official holiday.
- (l) "**Month**" shall mean the Calendar month.
- (m) 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 bill of quantities.

### 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 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.3 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.

- 4.4 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 in the country.
6. **PERFORMANCE SECURITY**
- 6.1 The successful Bidder shall furnish Performance Security Pay Order as per rate mention in bid data sheet. 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.
- 6.2 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.
- 6.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- i Pay Order / Bank Draft.
- 6.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
7. **RIGHTS OF THE UNIVERSITY**
- 7.1 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.
8. **INSPECTIONS**
- 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 inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 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.
9. **PACKING**
- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination.
10. **DELIVERY AND DOCUMENTS**
- 10.1 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 mention in the Bid Data Sheet.
11. **INSURANCE**
- 11.1 No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user

12. **TRANSPORTATION**

- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

13. **PAYMENT**

- 13.1 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 13.2 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 13.3 The currency of payment is Pak. Rupees.
- 13.4 If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled at the risk and cost of Firm.
- 13.5 If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.
- 13.6 **In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value**

14. **ASSIGNMENT**

- 14.1 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.

15. **INCIDENTAL SERVICES**

- 15.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

16. **PRICES**

- 16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

17. **DELAYS IN THE BIDDER'S PERFORMANCE**

- 17.1 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.
- 17.2 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.
- 17.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
- 17.4 Except as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages.



18. **PENALTIES LIQUIDATED DAMAGES**
- 18.1 Subject to GCC Clause 19, if the Supplier fails or in case of late delivery, even for reasons beyond control, penalty 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.
19. **FORCE MAJEURE**
- 19.1 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.
20. **ARBITRATION AND RESOLUTION OF DISPUTES**
- 20.1 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.
- 20.2 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.
- 20.3 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.
21. **GOVERNING LANGUAGE**
- 21.1 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.
22. **APPLICABLE LAW**
- 22.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
23. **NOTICES**
- 23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
24. **TERMINATION FOR INSOLVENCY**
- 24.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not

prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the procuring agency

**25. TERMINATION FOR CONVENIENCE:**

- 25.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 25.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- i to have any portion completed and delivered at the Contract terms and prices; and / or
  - ii To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers

**26. TAXES AND DUTIES**

- 26.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

**Clause – 1: Commencement & Completion Dates of work.**

The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Chairman CPC or of its subordinate of the work. Failing such authority the contractor shall have no claim to ask for payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor.

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

- (A) Procuring Agency/Chairman CPC may terminate the contract if either of the following conditions exists:-
- i. Contractor causes a breach of any clause of the Contract;
  - ii. The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - iii. In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - iv. Contractor can also request for termination of contract if a payment certified by the Chairman CPC is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) to forfeit the security deposit available except conditions mentioned at A
  - (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Procuring Agency, the contractor shall have:-
- (i) No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
  - (ii) However, the contractor can claim for the work done at site duly certified by the Chairman CPC in writing regarding the performance of such work and has not been paid.
- Procuring Agency/Chairman CPC may invite fresh bids for remaining work.

**Clause –4: Specifications.**

The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Chairman CPC and initialed by the parties, the said specification being a part of the

contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Chairman CPC and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications.

**Clause – 7: Issuance of Variation and Repeat Orders.**

- (A) Agency may issue a Variation Order for procurement of supply, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Chairman CPC is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall not be extended at day event
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Chairman CPC can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of competent authority.

**Clause- 08: Quality Control.**

- (A) **Identifying Defects:** If at any time before the performance security deposit is refunded to the contractor/during defect liability period mentioned, the Procurement Department or his subordinate of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
  - (i) In the case of any such failure, the Chairman CPC shall give the contractor a notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
  - (ii) If the Chairman CPC considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 10: Risks.**

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

**Clause- 11: Measures for prevention of fire and safety measures.**

The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Procuring Agency. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such

fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

**Clause- 12: Sub-contracting.**

The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Procuring Agency. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

**Clause– 13: Site Clearance.**

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

**Clause – 14: Financial Assistance /Advance Payment.**

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

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

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

## 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 Souvenir</b>	
<b>Bid Procedure:</b>	<b>Single Stage – One 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 be purchased	From: Office of the Procurement Department, 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>4%</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 Bidder via Quality-and-Cost Selection Method(QCBS)	
<b>Purchase Date:</b>	up to <b>09-01-2023</b> as per SPPRA Rule-17 & 18.	
<b>Bid submission</b>	(Date & time): <b>10-01-2023 at 10:45 (AM)</b> Bids received after the due date and time will be un-accepted.	
<b>Bid will open</b>	(Date & time): <b>10-01-2023 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 & Most Advantageous Bidder via Lowest Item Rate Basis	
<b>completion Period</b>	<b>Ten Days</b> (as per award of contract)	
<b>Cost / Bid Price</b>	The Bidders shall quote price inclusive all applicable taxes and delivery duty paid.	
<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 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>A</b>	<b>BID DOCUMENT AND ATTACHMENTS:</b> The technical proposal shall have the following, if unavailable the bid shall be considered incomplete and disqualified.	
1	The Bidder shall seal and submit the bid as per SPPRA Rules.	
2	Index Table	
3	Attach Photocopies of Mandatory Required Documents	
4	Attach Photocopies shall be signed and stamped with company seal.	
5	Insert page numbers on the attachments with respect to Index Table.	
6	The bid document (Technical & Financial) shall be computerized / typographical format, the hand written bids shall be disqualified.	
7	The bidder shall attach the evidence for Tender Fee / Purchase Receipt given in this bid doc.	
8	Attach Original with Financial Proposal.	
<b>B</b>	<b>PRELIMINARY ATTACHMENTS</b>	
1	Photocopy NTN Registration Certificates	
2	Photocopy STR/GST Registration Certificates (For Goods)	
3	Photocopy SRB Registration Certificates (For Services & where applicable)	
4	Photocopy of FBR website copy for NTN Active Status	
5	Photocopy of FBR website copy for STR/GST Operative Status	
6	Photocopy of FBR website copy for SRB Active Status (For Services & where applicable)	
7	Photocopy of List from of Black Listed Firms from SPPRA-PPMS website.	
8	Company Profile attached with Owners CNIC Copy	
10	<b>Undertaking on 100/- Stamp Paper that:</b> <b>1.</b> 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. <b>2.</b> The Bidder shall give undertaking for "No Dissatisfactory Performance" at any procuring agency for last 5 years. <b>3.</b> The firm submitted the Un-Conditional bid and it comply with specifications mentioned in Bidding Document. <b>4.</b> The Terms & Conditions are read by the bidder as mentioned in this bid document. <b>5.</b>	
<b>C</b>	<b>PRODUCT EVALUATION</b>	
1	Price Schedule(s) with Rates on Bidder's Letter Head	
2	Undertaking 1. The Bidder shall supply required items as per specification / complete the work as mentioned in bid document, in case of deviation found in the supply the penalty will imposed by the Procuring Agency. 2. The Bidder shall provide sample of items as mentioned in Bill of Quantities, whenever required by Procuring Agency.	
<b>D</b>	<b>EXPERIENCE IN THE RELEVANT FILED</b>	
	The Bidder shall <u>have the experience of General Order Supplier (Last Five Years)</u>	
1	Purchase Order / Contract Award with satisfactory completion / performance certificates. (At-least Twenty Purchase Orders & Completion Certificates over one Million)	
<b>E</b>	<b>Financial Status / Turnover At least Thrice the tender Cost</b>	
1	Attach Income Tax Returns for last five fiscal years.	
2	Bank Account Maintenance Certificate showing the year wise detail for total debt & credit for last five fiscal years	
<b>G</b>	<b>USB) containing scan copies of above given required documents</b>	

**Contractor**  
Sign with stamp

**Chairman,**  
University Central Purchase Committee

## **TERMS & CONDITIONS (Read)**

1. The rates should be given inclusive of all applicable Taxes & deducted as per rules from the bill.
2. The Bidder has to supply all the items at central Store of PUMHSW.
3. The item(s) which is/are exempted from GST/STR, the rates for the same must be quoted accordingly, stating clearly in BOQ, the cost of all those item(s) excluding G.S.T/STR at the time of payment, no claim for GST shall be paid
4. Payment will be made on availability of funds, if delayed due to any reason; no extra interest / mark-up will be accepted / paid.
5. Rejected consignment shall be returned back to dealers / suppliers at their own cost.
6. Telephone/telex/fax/telegraphic tenders shall not be entertained.
7. After opening of tenders no change is allowed to be made in the tender documents nor shall be accessible to Bidder.
8. 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.
9. 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
10. 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
11. In case of agents/ nominee participating in the bidding process, shall have 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.
12. 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.
13. 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
14. The bidder has to provide certificate that all items are new and up to the required standard.
15. The time for delivery will be extendable up-to three months, subject to custom clearance.
16. 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.
17. 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.
18. 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.
19. There shall be inspection in presence of representative(s) of the Bidder and Purchaser on arrival of items at Main Store.
20. 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.
21. The Procurement Committee will examine at any stage and found the supplied items are sub-standard / low quality, change in design may cancel the process and confiscate the Security Amounts.
22. Material used in the Manufacturing process shall be of International Quality or at-least product shall be as per standard of Pakistan Quality Standard.
23. Incomplete tenders will be disqualified.
24. 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.
25. The bid shall be on prescribed format provided in this bid document shall be re-printed on bidder's official letter pad and each page shall be signed and stamped by the owner of the bidding company.
26. Warranty period of supplied items shall be minimum ONE Year or as per Manufacturer, whichever is higher.

**Contractor**  
Sign with stamp

**Chairman,**  
Central Purchase Committee.

**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 (Procurement of \_\_\_\_\_) in accordance with Tender NIT No. **PUMHSW/SBA/CPC/PROC\_\_\_\_\_** **dated** \_\_\_\_\_ 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 :

**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. 2016 – 17</b>	<b>F. Y. 2017 – 18</b>	<b>F. Y. 2018 – 19</b>	<b>F. Y. 2019 – 20</b>	<b>F. Y. 2020 – 21</b>
PKR	PKR	PKR	PKR	PKR
(Million)	(Million)	(Million)	(Million)	(Million)

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last the five financial years as mentioned in above table. Copies of ITR are attached for ready reference.

Yours faithfully,

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

**CONTRACT FORM**  
(On Stamp Paper of Rs. 50)

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

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., **Procurement of \_\_\_\_\_** for PUMHSW, Nawabshah(SBA) has accepted a bid by the Supplier for the supply of those goods and services in the sum of \_\_\_\_\_ ( \_\_\_\_\_ ) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Bid Form and the Price Schedule submitted by the Bidder;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications.
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) The Procuring agency's Notification of Award.
3. The Supplier hereby covenants with the Procuring agency to:
  - i. Supply the goods and services as per specification mentioned in the Purchase Order.
  - ii. Supply the goods and services within the time period mention in Purchase Order.
  - iii. Supply the goods and services at departments of PUMHSW as mention in Purchase Order.
  - iv. Supply the goods and services un-defected in any manner.
  - v. In case of breach of above conditions the penalty will be imposed as per rules.
4. The Procuring agency hereby covenants to pay:
  - i. After receipt of bill(three copies) along with sales tax invoices.
    - a. The bills shall be attached with:
      - i. Inspection Report by the Technical Committee.
      - ii. Inspection & Receiving Report by the End User.
  - ii. The Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
5. In case of any loss occurred due to actions of bidder the amount will be charged from final payment.

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

Signed, sealed, delivered by **Chairman, Central Purchase Committee, PUMHSW**  
(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*)

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

Sr.	Item Description	QTY	Rate	Amount
01	<b>Designing, Production, Printing and Supply of Souvenir</b>  Size: A4 full, Paper: 150gm Matt Paper. Four Color offset printing with gum binding. Title Paper 4 Pages: 310 Grams Art Card with Matt Lamination & UV. Pages: 100 or more $\pm$ 10 Pages.	1500 Copies		
	Total Amount			
	Bid Security 4%			

**Chairman,**  
**University Central Purchase Committee**  
 Peoples University of  
 Medical & Health Sciences, Shaheed Benazirabad