



**PEOPLE'S UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN
SHAHEED BENAZIRABAD**

**TENDER DOCUMENTS FOR:
“SUPPLY & INSTALLATION OF TEACHING AID &
I.T EQUIPMENT FOR ONLINE CLASSES”.**



OCTOBER -2021

| S.NO. | | PRE QUALIFICATION PARAMETERS | MAX MARKS |
|-------|------|---|------------|
| 1 | | 2 | 3 |
| 1 | | Company Profile | 5 |
| | | Period since Firm/Contractor is in business | |
| | i) | Up to 05 years | 2 |
| | ii) | Above 05 years | 3 |
| | | Office facilities | 5 |
| | i) | In four cities or more | 3 |
| | ii) | In three cities or less | 2 |
| 2 | | General Experience (Maximum Points) | 30 |
| | i) | Projects of similar nature and complexity completed over latest 05 years. 02 Marks for each project | 30 |
| 3 | | Personnel Capabilities (Maximum Points) | 20 |
| | i) | Project Engineer | 5 |
| | ii) | Supervisor | 5 |
| | iii) | Skilled Worker (01 Marks each Maximum 05 Marks) | 5 |
| | iv) | Welder/ Helper/ Fabricator (02 Marks each Maximum 05 Marks) | 5 |
| 4 | | Equipment Capabilities (Maximum Points) | 20 |
| 5 | | Financial Position (Maximum Points) | 20 |
| | i) | Available Bank Credit line less than Rs. 100 Millions. | 2 |
| | ii) | 100 Million to 300 Million | 5 |
| | iii) | 300 Million to 500 Million | 6 |
| | iv) | More than 500 Million | 7 |
| | | TOTAL MARKS OBTAINED | 100 |

NOTE:- Qualifying Score is 70 Marks & Above but it is mandatory to obtain 50% in each section.

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BIDDING DATA SHEET

Tender Reference No. PUMHSW/P.D/2021/6188. Dated: 30-09-2021 for the work, SUPPLY & INSTALLATION OF TEACHING AID & I.T EQUIPMENT FOR ONLINE CLASSES.

Sealed tenders are invited on the prescribed form from the contractors / firms / parties dealing with supplying, installation, testing & commissioning and putting into operation and demonstration of **SUPPLY & INSTALLATION OF TEACHING AID & I.T EQUIPMENT FOR ONLINE CLASSES** which meets the following terms and conditions.

The tender documents including instructions to the Tenderers, terms & conditions and schedule of requirements can be had from the office of the Project Director “Engineering Wing”, Peoples University of Medical & Health Sciences for Women, Nawabshah District Shaheed Benazirabad, on any working day during office hours from **07-10-2021 to 30-10-2021** in shape of demand draft/ pay order of Rs. **5,000.00** in favor of Vice Chancellor PUMHSW, Shaheed Benazirabad (Non-Refundable).

TERMS & CONDITIONS:

1. The firms Registered in General Sales Tax and Income tax are eligible to obtain Tender Document, and the Photostat copies of Income Tax and GST, Registration certificate must be attached.
2. **All currency in the proposal shall be quoted in Pakistan Rupees (PKR).**
3. All equipment for the project will be delivered new, in packed condition directly to the **PUMHSW, SHAHEED BENAZIRABAD**, if equipment delivered is not conforming to the specifications and bill of quantity, the equipment will not be accepted. The equipment will be installed only after inspection.
4. Bidder must be in similar business for at least last Five (5) years.
5. The Bidder must have professional / Technical Human resources of the Proposed solution, to carry out the project professionally.
6. Any query regarding the technical specifications / requirements in RFP may be made before the tender submission, through email To: pd@pumhs.edu.pk
7. Incomplete and ambiguous (not describing the required specifications clearly and completely) solutions may / may not be considered for the bidding process.
8. Data Sheet for all the quoted equipment's must be attached.
9. The rates in the quotation should be valid for at least 45 days
10. Bid Security or Earnest 5% of total bid quoted.
11. No increase in the value of items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, scope of supply.
12. University reserves the rights to allocate the Tender on Trunkey basis or Section wise.

The bids should be submitted under “Single Stage Two Envelops Procedure” as under:

- Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the:
 - (i) Technical Proposal
 - (ii) Financial Proposal
- Envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.
- Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.
- Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.
- Include the BOQ list at the end of document with both (i) Technical Proposal (WITHOUT Price/Cost) (ii) Financial Proposal (WITH Price/Cost)
- Procuring agency shall evaluate the technical proposal in a manner prescribed in tender documents, without reference to the price and reject any proposal which does not conform to the specified requirements.
- Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- Financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders; and
- Bid found to be the lowest evaluated or best evaluated bid shall be accepted.
- Delivery is to be made within the prescribed period from the date of receipt of Purchase/Work Order.
- The tenders reached after the due date or sent to the wrong address shall not be accepted.
- The quotations not matching with the required specifications and /or not fulfilling the terms and conditions mentioned herein shall not be entertained.
- The University reserves the right to accept or reject any or all of the Tenders without assigning any reason.
- The University also reserves the right to increase or decrease the quantity of the items/ material demanded.
- Any condition not mentioned here or left out will be settled according to the discretion of the University.
- Procuring agency shall verify previous working, experience and financial statements made by the bidder.
 - No amendments shall be permitted during the evaluation process.
 - Integrity Pact as per SPP Rule 89.

Note:

The tender duly completed in duplicate and addressed to the Project Director “Engineering Wing” Peoples University of Medical & Health Sciences for Women Nawabshah at District Shaheed Benazirabad, Sindh, must reach him, or be dropped in the tender box placed in his office by **02:00 pm** on **02-11-2021**. The tenders will be opened on the same date at **02:30 pm** in the presence of those Tenderers who so wish to be present.

“The Procuring Agency may reject any or all bids subject to relevant provisions of SPP Rules, 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule – 25 of SPPRA, Govt. of Sindh”.

**Sd/-
Project Director PUMHSW**

ARTICLES OF AGREEMENT

This Agreement made this _____ day of _____ 2021 , by and between the Project Director, PUMHSW, SHAHEED BENAZIRABAD, including his successors in office and Assignees / Agents, acting through the Project Director “Engineering Wing”, Peoples University of Medical & Health Sciences for Women Nawabshah (S.B.A), hereinafter called the “**University**”, of the one part.

And _____ of
(name and designation of the authorized person) _____, located at _____

_____, hereinafter called the “**Contractor**” which expression shall include their successors, legal representatives of the second part.

Whereas the **University** requires the **SUPPLY & INSTALLATION OF TEACHING AID & I.T EQUIPMENT FOR ONLINE CLASSES**, and whereas the **Contractor** has agreed to supply, install, put into operation and demonstrate the working of the said System valued at Rs. _____ (in figures and words) in the period of _____ months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the **Contractor**.

(amount in figures and words)

Now this Agreement witnesses 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** hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by
 _____ on behalf of the **Contractor**, and by
 (name and designation of the authorized person)
 _____ on behalf of the **University**, all of
 (name and designation of the authorized person)
 which shall be deemed to form and be read and construed as a part of this **Agreement** viz.:
 - a) Articles of Agreement;
 - b) Instructions to Tenderers;
 - c) Conditions of Contract;
 - d) Contractor’s Offer including the relevant correspondence prior to signing of this Agreement with all Annexures duly filled in;
 - e) The specifications of the equipment; and
 - f) Bill of Quantity with prices.

3. In consideration of the payment to be made to the Contractor, the **Contractor** hereby **covenants** with the University to supply, deliver, install, put into operation and demonstrate the working of the project in conformity in all respects of the Contract & the order form No:
4. The **University** hereby **covenants to pay** the Contractor in consideration of the supply, delivery, installation, putting into operation and demonstration of the working of the project the contact price in the manner prescribed by the Contract and approved by the University.

In Witness Thereof the parties have hereunto set their respective hands and seals, the day, month and year first above written.

WITNESSES:

University_____

Contractor_____

Witness No.1:

Witness No.1:

Signature:_____

Signature:_____

Name:_____

Name: _____

Designation:_____

Designation: _____

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

Contract Number: _____ Dated: _____

Contract Value: _____ Contract Title: _____

_____ 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.

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

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

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

[Procuring Agency]

[Supplier /Contractor/Consultant]

INSTRUCTIONS TO TENDERERS

The Peoples University of Medical & Health Sciences for Women, Shaheed Benazirabad, intends to **SUPPLY & INSTALLATION OF TEACHING AID & I.T EQUIPMENT FOR ONLINE CLASSES.** The purchase will be financed through the cash from own sources. This tender is issued for the supply, installation, putting into operation and demonstration of the working of the Surveillance Cam System as per the Schedule of requirements given in this Tender Document.

PREPARATION OF TENDER.

1. Language of Tender

The **Tender** along with any accompanying literature shall be prepared in **English** language only:

2. Submission of Tender

- a) The **Tender** shall be enclosed in a double cover. The outer cover shall bear the address of the **Project Director “Engineering Wing”**, Peoples University of Medical and Health Sciences for Women, Shaheed Benazirabad, Sindh, without any indication that it encloses a tender. The inner cover shall be marked with the title of the Tender, number of invitations to the Tender and the date of opening of the Tender and **must be sealed**.
- b) The **Form for Tender**, (Annexure-A) **Tender Particulars (Annexure-B)** and **Forms of Schedule to Tender** (Annexure “C1” & “C2”) enclosed herewith, shall be submitted in duplicate. The authorized person signing the tender documents must state his full name and authorized position designation underneath his signature.
- c) The **erasing and/or alterations**, if any, in the Tender shall be authenticated by the authorized person by his full signature.
- d) **Ambiguous and incorrect answers** and/or incorrect filling of Tender Documents will render the tender liable to rejection.
- e) **Quotations** through cable, telegraph, telex, fax, or e-mail will not be considered.

IT-02

- f) The tenders shall not rely on any **interpretation or correction** given by any person except the written **addenda and/or corrigenda** to documents issued by the Project Director “Engineering Wing” PUMHSW, Shaheed Benazirabad, Sindh.
- g) The bidder must possess the original distributor dealership certificate from manufacturer and same shall be verified through correspondence & if found fake than earnest money will be forfeited, and bidder will be backlisted permanently & damages shall be recovered in case of providing misinformation.
- h) The **successful bidder** shall have to give a **Contract Performance Security**, as per **Annexure “E”** to this Tender Document, to the extent of **5% of the total value**

of the contract on the same conditions. The Performance Security shall be retained by the Project Director "Engineering Wing", Peoples University of Medical and Health Sciences, for Women, till the completion of the guarantee period as per Clause 23 of the Conditions of Contract.

3. Quality of Stores.

- a) The other relevant materials (hereinafter called "**Stores**") quoted supplied, installed, and commissioned against this "Invitation to Tender" shall be strictly in accordance with the **Specifications** attached with this Tender Document. The Stores shall be the product of an established manufacturer and shall conform to internationally acceptable commercial standards and shall be a system that has been successfully operated over a reasonable period in educational institute.
- b) In Tenderers must also warrant the use of best material in the making of the stores. If the Specifications for any items of the Stores are lacking in details, they may give their own proposals with detailed specifications, preferably three alternate proposals if possible, for such items in Annexure "F".
- c) The Stores 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 Benazirabad.
- d) The space for operation of the Stores will be made available by the University.
- e) The electric supply for operation of the Stores will be made available at 220-volt single phase, or 380 volts three phase, and 50 cycles.
- f) The Stores offered shall be complete with their standard accessories and must be accompanied by their normal instructions book/manual.
- g) Wherever possible or feasible, each item of Stores offered must have its own protection devices, e.g, overload protection by circuit breakers or fuses, or voltage stabilizer for electric equipment.
- h) Unless stipulated otherwise in the specifications for any item, the Stores conforming to FDA 510 K, AND CE will be acceptable.

4. Literature.

The tenderers must furnish with their bids catalogues giving full technical details of the Stores to enable the University to check their offers technically against the prescribed specifications failing which the offers will be liable to rejection.

5. Country of Origin.

The tenderers must state in his Tender the country of origin of the Stores offered. It should be USA, UK, Singapore, Taiwan or equivalent.

The prices quoted must be total per unit in Pakistani Rupees as shown in **Annexure “C-1”**

and shall include:

- i. All charges for packing, marking, handling, insurance, inspection, guarantees, freight/transportation, agent's commission; and all duties, taxes, levies, octrois etc; and.
- ii. The cost of installation, putting into operation and demonstration of the working of the Project in the premises of the University.

PART-1 Payment in Pakistani Rupees.

- (i) The agent's/supplier's commission in Pakistani Rupees.
- (ii) The insurance charges. The insurance will be arranged by the Contractor through the University with EFU General Insurance Company. The University will assist the Contractor in obtaining the insurance at concessional rates, if any, as allowed by the Government.
- (iii) The cost of installation, putting into operation and demonstration of the working of the work at PUMHSW Shaheed Benazirabad in Pakistani Rupees.
- (iv) All the charges pertaining to handling and clearance of the Stores at the port including all taxes, levies, octrois etc. but excluding the customs duties for the payment of which the University is exempted by the Government. However, if the customs duties are charged for any items of the Stores for which the Government has the exemption, the University will make the payment.
- (v) The transportation charges for transporting the Stores from the port to the premises of the University including the charges for loading the Stores at the port and unloading the same at the University.

For the purpose of evaluation/comparison of bids, as stated in Clause-15, the total price for the Stores under this Category shall be the sum of the amounts mentioned for Parts 1 & 2 above.

- (i) Supply, detailing, manufacture, factory testing, export preparation and all costs incidental to shipping/transport up to the stage of installation in the premises of the University.
- (ii) Responsibility for any loss and/or damage at any stage from manufacture to installation in the premises of the University.

6. Validity of Prices/Tender

- a) The prices quoted shall be valid for a period of at least 45 days from the date of opening of the tender.
- b) Until the final Contract is executed, the successful bidder shall be bound by the terms and conditions of this Tender Document.

7. Acceptance of the Terms

- a) The submission of the tender against this tender inquiry by the tenderer means that the tenderer has read and accepted the terms and conditions relating to all the tender documents and annexures, and that he/she has thoroughly examined the specifications and particulars in the tender inquiry. Further the tender shall be deemed to be fully aware of the nature of the Stores and the purpose for which they are required and shall be bound to accept the Contract if placed with him/her on the basis of the prices and of the delivery schedule as indicated in Clause 12 hereof within the validity of his/her Tender.

8. Delivery Period.

i. Delivery Period.

- a) The entire Stores must be delivered, installed, and put into operation at at PUMHSW Shaheed Benazirabad within **three months** after receiving the supply order.
- b) The Tenderer shall give in the offer his/her own schedule for the delivery and installation of various items of the Stores which shall be negotiable and subject to approval of the University.

ii. Delay in the Delivery of the Stores.

- a) For the Stores delayed beyond the delivery period, there shall be levied liquidated damages as specified in Clause 10.3 (c) of the SPPRA Rules.
- b) The liquidated damages may be waived fully or partially by the Project Director, with the approval of the Vice Chancellor of the University, if there are reasonable grounds for such a delay.

9. Negotiations.

Under no circumstances will the negotiations take place with any tenderer with regard to Specifications and Prices quoted and read out at the public opening of the tenders and with regard to the substance of the offer. The tenderers cannot revise their prices after the public opening of the tenders.

10. Rights of the University

- (a) The University reserves the right to reject any or all bids without any reason whatsoever, or not waive minor irregularities or errors in any offer. It if appears to the University that such irregularities or errors must be corrected in the offer in which they

occur, the same will be corrected prior to issue of the letter of intent which may be awarded thereupon.

- (b) The University is neither bound to accept the lowest or any other offer nor is it bound to assign reason for rejection of any offer.
- (c) The University reserves the right to award the contract to one bidder or divide it among several bidders.
- (d) The University reserves the right to increase or decrease the quantity of the Stores at its discretion without assigning any reason whatsoever.
- (e) The University reserves the right to cancel the offer of the tenderer whose bid has been found / evaluated to be the lowest if it is revealed to the University that the tenderer does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Tender Document.

11. Evaluation of Bids.

a) In comparing bids the University will consider, besides the prices quoted, such other factors as compliance with specifications, relative quality of Stores, past experience of the tenderer, after-sales services facilities available in Pakistan and the tenderer's capacity to perform.

b) The evaluation criteria specifically mentioned in the specifications will also be considered for evaluation of the bids.

c) For the purpose of evaluation, the prices to be compared shall be the total prices inclusive of all duties, taxes, freight charges etc. as stated in clause 9 titled "Prices" above.

12. Errors in the Bids.

- (i) Any arithmetic errors found during evaluation of bids will be rectified on the following basis:

- a) 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 by the University.

If there is a discrepancy between the words and figures, the amount in figures shall prevail.

- b) If there is any discrepancy between the total tender price entered in the Articles of Agreement and the total shown in the Schedule of Prices, the amount stated in the Articles of Agreement shall be corrected by the University in accordance with the corrected schedule of Prices.
- (ii) If the tenderer does not accept the corrected amount of tender, his/her Tender will be rejected and the Guarantee submitted with the tender shall be forfeited.

Evaluation Criteria.**1. Criteria based on Marks/Score.**

Mandatory Provisions/Eligibility: Firms/Contractors must possess (i) valid registration certificate from income tax authority (NTN); ii) Valid registration with General Sales Tax Department (iii) is not blacklisted. (*Attach all certificates and affidavit of not blacklisting*). Any J.V specific to this supply is not allowed.

(A) Company Profile.

- | | | |
|-----|---|-----------------|
| i. | Period since Firm/Contractor is in business | 05 Marks |
| | Up to 05 years | 02 Marks |
| | Above 05 years | 05 Marks |
| ii. | Office facilities | 05 Marks |
| | In four cities or more | 05 Marks |
| | In three cities or less | 02 Marks |

(B) General Experience Record**30 Marks**

Projects of similar nature & complexity
completed over last 05 years (02 Marks for
each project. Attach copies of workorders)

30 Marks

(C) Personnel Capabilities required for this project**20 Marks**

Requirement of persons will vary from Project to Project.
Following factors may be used as a guideline.

| Sr. No. | Description/Position with qualification & experience | Number | | Remarks |
|----------------|---|---------------|--|---------------------------------|
| | <i>Project Engineer</i> | | | 05 Marks |
| | <i>Supervisor.</i> | | | 05 Marks. |
| | <i>Skilled Worker (Mechanic)</i> | | | 01 Marks/ person max: 05 |
| | <i>Welder</i> | | | 02 Mark. |
| | <i>Helper</i> | | | 02 Marks |
| | <i>Fabricator</i> | | | 02 Marks |

(D) Quality Standard of Stores**20 Marks**

- (a) If tendering of stores which are manufactured/ available in Pakistan, proof of its components being of high/ import quality is to be assured. (GD/ BL of components in the name of bidder and ISO 9001 Certificate to be attached).

- (b) If tendering of stores to be imported, proof of a similar store previously imported is to be provided as proof of quality. (GD/ BL of previous similar stores in the bidder's name and ISO 9001 Certificate to be attached).

(E) Financial Soundness /Status

20 Marks

For Financial Status assessment, the Applicants may be required to submit Audit Reports and Bank Statements for the last three years or any other document which verifies their Financial Status.

Where necessary, the Procuring Agency will make enquiries with the firm's/contractor's bankers.

| | |
|---------------------------------|----------|
| i. Less than 100 Million | 02 Marks |
| ii. 100 Million to 300 Million | 05 Marks |
| iii. 300 Million to 500 Million | 06 Marks |
| iv. More than 500 Million | 07 Marks |

Qualifying score is 70% but it is mandatory to obtain 50% in each section.

Mandatory Provisions/Eligibility:

Firms/Contractors must possess (i) valid registration certificate from income tax authority (NTN); and GST (iii) is not blacklisted. (*Attach all certificates and affidavit of not blacklisting*)

Required Documents: It must include following information/documents: -

- (A)** Firm/Contractor have been in business for the past 5 years as a proof of experience is required.

(B) Financial:

- (i) Documentary evidence of financial position, bank statement or audited accounts of the last Three (3) years.
- (ii) Average Annual turnover of the last three years should not less than thrice the cost of work.

(C) Any other information:

- (i) Details of disputes/litigation or arbitration with client.
- (ii) Any other document/information desired by procuring agency.

CONDITIONS OF CONTRACT

1. Scope of the Contract

- a) The **Scope of the Contract** shall be the supply, delivery, installation, putting into operation and demonstration of the working of the Stores in the premises of the University at Shaheed Benazirabad, Sindh, in accordance with the technical Specifications and Bill of Quantities enclosed in this Tender Document.
- b) The Contractor shall within a period of one month of the execution of the agreement furnish to the University a **detailed program** for supply and delivery of various items of the Stores for necessary approval by the University.

2. Definition of Terms

In writing these Conditions of Contract, Specifications and Bill of Quantities, the following words shall have the meanings hereby indicated, unless there is something in the subject matter or Contract inconsistent with such constructions:

- i. **The University** shall mean the Peoples University of Medical & Health Sciences for Women Nawabshah, Distt: Shaheed Benazirabad, Sindh.
- ii. **The Vice Chancellor** shall mean the Vice Chancellor of Peoples University of Medical & Health Sciences for Women, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Project Director "Engineering Wing" Peoples University of Medical & Health Sciences for Women Nawabshah.
- iii. **The Contractor or Supplier** shall mean the Tenderer (Bidder) whose Bid has been accepted by the University and shall include the Bidder's executors, administrators, successors and permitted assignees.
- iv. **The Stores** shall mean and include the deployment of all work at PUMHSW Shaheed Benazirabad, literature, materials and articles to be provided by the Contractor under the Contract.
- v. **The Contract** shall mean the agreement signed by the Contractor for the supply, delivery, installation, putting into operation and demonstration for the working of the Stores, as stated under the Scope of the Contract above.
- vi. **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.

- vii. **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.
- viii. **Month** shall mean the Calendar month.
- ix. **Writing** shall include any manuscript, type-written, printed or other statement reproduced in any visible form and whether under seal or under hand.

3. **Contract Documents.**

- a) The term **Contract Document** shall mean the following documents which shall be deemed to form an integral part of the Contract:
 - i. Articles of Agreement;
 - ii. Instructions to Tenderers;
 - iii. Conditions of Contract;
 - iv. Contractor's Proposal / Offer including the relevant correspondences prior to signing of the agreement with all Annexures duly filled in;
 - v. The Specifications of the Stores; and
 - vi. Bill of Quantities with prices.
- b) In the event of any **conflict** between the above mentioned documents, the present Articles of Agreement and Conditions of Contract shall prevail.

4. **Signing of the Contract Agreement**

Within 30 days of the issue of the letter of intent, the successful bidder (bidders) will be required to **sign an agreement** with the University for the supply of such quantity, in whole or in part, of the tendered Stores as will be communicated to him / her (them) in the letter of intent.

5. **Packing, Marking and Handling**

- a) All the Stores, whether imported or locally manufactured / available, shall be delivered to the University at Shaheed Benazirabad in **safe and secure condition** at the risk and cost of the Contractor.
- b) The packing, marking and handling shall be so arranged by the Contractor as to **prevent any loss of or damage** to the Stores.

6. **Insurance**

The **Contractor shall arrange** the insurance for the Stores 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 the Stores.

7. **On-arrival Inspection**

There shall be inspection of the Stores by the representatives of the University after arrival in the premises of the University in presence of the Contractor or his authorized representatives and the representatives of the insurance company. The **inspection report**, which, inter-alia, should indicate the condition in which each item of the Stores has been received, shall be signed by the above representatives. The Contractor shall coordinate with the Project Director “Engineering Wing”, Peoples University of Medical and Health Sciences and the insurance company for arranging the inspection at such date and time as is convenient to the above representatives.

8. **Taking Over**

Upon receipt of the network equipment in the premises 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 Stores 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.

Installation and Demonstration of Stores

- i) After inspection and taking over of the Stores, as stated in Clauses **9** and **10** above, the **Contractor shall install** those items of Stores which are to be permanently positioned in place in the premises of the University. For this purpose, the Contractor shall co-ordinate with the Project Director “Engineering Wing”, Peoples University of Medical and Health Sciences, for making arrangements for the infrastructure needed for the installation.
- ii) The cost of infrastructure **for installation** shall be borne by the Contractor/ Supplier. The technical and other personnel needed for installation of the Stores shall be provided by the Contractor at his cost. The entire cost of installation, configuration, application including that of the needed infrastructure, shall be borne by the Contractor.
- iii) The Contractor shall provide provision for the training of university staff as designated by the University for installation, operations and maintenance of the project.

b) Demonstration

- i) After installation of the Stores, as stated in Clause **11 a)** above, the complete **working of each item** of Stores for the purpose of performing the intended power generation, storage, system synchronization and data logging etc., shall be demonstrated fully to the designated staff of the University by the Contractor or his technical personnel.
- ii) The entire **cost**, including the T.A. / D.A. of the Contractor personnel involved in the demonstration, shall be **borne by the Contractor**.

9. Completion Certificate

After completion of the installation and demonstration, as stated in Clause **11** above, a certificate is to be obtained by the Contractor from a person designated by the University stating that the Stores (item-wise) have been satisfactorily installed and demonstrated by the Contractor.

10. Terms of Payment

The Contractor shall be paid for Stores in the following manner:

- a) **CATEGORY A: Stores Available in Pakistan without involving import.**
 - i. For all those items of Stores for which the completion certificate has been issued by the University, as stated in Clause **12** above, the University will pay to the Contractor total price of the items quoted by the Contractor.
 - ii. The payment for those items of Stores for which the completion certificate has not been issued by the University, as stated in Clause **12** above, will be with-held and released only after the damaged items are replaced / repaired, re-inspected and found in satisfactory condition with consequent issuance of the completion certificate. The payment will be made in the same manner as stated in Clause **13 a) i** above

PART-1. Payment in Pakistani Rupees

The Rupee component of the price of the Stores, as stated in Clause **9b) of “Instructions to Tenderers”** will be paid to the Contractor in the following manner:

- i. For all those items of Stores for which the taking over certificate has been issued by the University, as stated in Clause **10** above, the University will pay to the Contractor seventy percent (70%) of the total price of the items quoted by the Contractor, the remaining thirty percent (30%) will be paid after presentation of the completion certificate, as stated in Clause 12 above.
- ii. The payment for those items of Stores for which the completion certificate has not been issued by the University, as stated in Clause **10** above, will be withheld and released only after the damaged items are replaced/repared, re- inspected and found in satisfactory condition with consequent issuance of the completion certificate. The payment will be made in the same manner as stated in Clause **13 a)i** above

11. Warranty / Guaranty

- a) The Contractor shall **warranty** that the Stores shall be fit for the purposes and operation mentioned in the relevant clauses of the “Instructions to the Tenderers” and “Conditions of Contract”, notwithstanding the fact that the entire Stores, or any item or part of the Stores, bear or are found to bear a patent or trademark.
- b) The Contractor shall guarantee supply of good quality Stores in accordance with the Specifications and as stated in Clauses 4 and 5 of the “Instructions to the Tenderers”. Further, the Stores shall be brand new and absolutely free from all defects in material, quality and workmanship. In case of defects, the defective Stores, or the defective parts / components of the Stores thereof, shall be replaced by the Contractor free of cost to the University within reasonable time.

12. Breach of Contract

In case of breach of warranty /guarantee or Contract, the **damages** suffered by the University shall be **recovered from the Contractor** out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract Performance Bond given at Annexure “E” enclosed with this Tender Document, without notice to the Contractor.

13. Contractor’s Default Liability

a) The University may upon written notice of default to the Contractor **terminate the Contract** in the circumstances detailed hereunder:

- i. If in the judgment of the University, the Contractor fails to make delivery of the Stores within the time specified in the Contract Agreement or within the period for which extension has been granted by the University; and
- ii. If, in the judgment of the University, the Contractor fails to comply with any of the other provisions of the Contract.

b) In the event the University terminates the Contract, in whole or in part, as provided in Clause **16 a)** above, the University reserves the right to **purchase**, on such terms and conditions as it may deem appropriate, Stores similar to the one terminated, and the Contractor will be liable to the University for any additional costs for such **similar Stores**, and / or for liquidated damages for delay, as defined in Clause **22** of the Conditions of Contract until such reasonable time as may be required for the final supply of the Stores.

c) If the Contract is terminated, as provided in Clause **16 a)** above, the University, in addition to any other rights provided in this Clause, may require the Contractor to **transfer title** and deliver to the University under any of the following cases in the manner and as directed by the University:

- i) Any **completed Stores**; and
- ii) Such **partially completed Stores**, drawings, information and contract right (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of such parts of the Contract as has been terminated.

d) The University will **pay to the Contractor** the Contract Price for the completed Stores delivered to and accepted by the University and also for the manufacturing materials delivered and accepted.

e) In the event the University does not terminate the Contract, as provided in Clause **16 a)** above, the Contractor shall continue with the performance of his / her Contract, in which case the Contractor shall be liable to the University for **liquidated damages for delay** as set out in Clause 22 until the Stores are accepted.

14. **Bankruptcy**

If the **Contractor** shall become **bankrupt** or have a receiving order made against him / her or compound with his / her creditors, or being a corporation commence to be wound up, not being a voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, **the University shall** be at liberty to:

- a) **terminate the Contract** forthwith by a notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contract may become vested, and to act in the manner provided in Clause 16 above as though the last mentioned notice has been the notice referred in such Clause and the Stores have been taken out of the Contractor's hand; and / or
- b) give such liquidator, receiver, or other person the **option of carrying out the Contract** subject to his / her providing a guarantee for the due and faithful performance of the Contract upto an amount to be determined by the University.

15. **Termination of Contract**

- a) If, for any cause as set forth in Clause **19** hereafter, the Contractor finds it impracticable to continue operation or, if owing to force majeure or to any cause beyond its control, the University finds it impossible to continue operation, then **prompt notification** in writing shall be given by the party affected to the other.
- b) If the delay or difficulties so caused cannot be expected to cease or become avoidable, or if operation cannot be resumed within six months, then either party shall have the right to terminate the Contract by giving ten **(10) days written notice** to the other.
- c) In the event of termination of the Contract under this Clause, **payment** will be made to the Contractor as follows:
 - i) The Contractor shall be paid for all the Stores for which the completion certificate has been issued, as stated in Clause 12, and for all the reimbursable expenses due and unpaid.
 - ii) The Contractor shall also be paid reasonably for any work done during the said six months' period as well as for settlement of any financial commitment made in connection with proper performance of the Contract and which are not reasonably defrayed by payments under i) above.
 - iii) On termination of the contract for any cause, the Contractor shall see to the orderly suspension and termination of operations with due consideration to the interests of the University with respect to completion, safeguarding or storing of the Stores produced for the performance of the Contract and the salvage and resale thereof

16. Force Majeure.

The Contractor shall not be liable for any additional cost or for liquidated damages for delay or any failure to perform the Contract arising out of force majeure or cause beyond his / her control including acts of God, or of the public enemy, or of the Government, fires, floods, epidemic quarantine restrictions, strikes, freight embargoes and default of subcontractors due to any such cause (unless the University shall determine that the Stores to be furnished by the Contractor might reasonably have been obtained from other sources in sufficient time to allow the Contractor to meet the required time schedule), provided that the Contractor shall within ten (10) days from the beginning of such delay notify the University in writing of the **causes of the delay**. The University shall ascertain the facts and the extent of the delay and **extend the time** for completing the supplies as in its judgment the findings justify.

17. Rejection

a) In the event any portion of the Stores supplied by the Contractor is found before taking over to be **defective in material or workmanship**, or otherwise not in conformity with the requirements of the Contract, the University shall have the right to either reject or require, in writing, rectification of the Stores. In the later case, the Contractor shall with utmost diligence, and at his own expense, make good the defects so specified or replace the defective Stores. If the Contractor fails to rectify or replace the rejected Stores, the University may adopt any of the following options:

- i) **replace or rectify**, at its option, such defective Stores and charge to the Contractor the excess cost occasioned to the University plus (15%) fifteen percent; or
- ii) acquire the said Stores **at a reduced price** considered equitable under the circumstances; or

iii) **terminate the Contract** as provided in Clause **18** of these Conditions of Contract.

b) Nothing in this Clause shall affect any claim by the University under Clause **22** hereafter.

18. Delay in Delivery - Liquidated Damages

- a) Should the **progress** of the Contract at any time be **lagging behind** the program agreed between the University and the Contractor, the University will notify the Contractor in writing and the Contractor shall there upon take such steps as he / she may deem fit to **expedite the progress** of the Contract. Non-issuance of this notice by the University shall not in any way absolve the Contractor of the liquidated damages.
- b) If the Contractor **fails to complete the Contract**, in full or part, within the time laid down in the Contract Agreement or any extension thereof, there shall be deducted from the Contract Price, as **liquidated damages**, a sum of one half of one percent **(0.5%) of the Contract price** of each unit of the delayed Stores for each calendar week of delay subject to the maximum of 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. Period of Guarantee

- a) The term **period of guarantee** shall mean the period of twelve **(12) months** from the date on which the Stores have been put into operation and demonstrated to University staff. In any case this period shall not exceed eighteen (18) months from the date of taking-over certificate.
- b) During the period of 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 said Stores upon receiving written notice from the University; the notice shall indicate in what respect the Stores are faulty.
- c) 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 Stores at the University premises.

20. Non-assignment

The Contractor shall **not have the right to assign or transfer** without the prior approval of the University the benefit and obligations of the Contract or any part thereof.

21. **Certificate Not to Affect the Rights of the University or the Contractor**

No certificate of the University on account nor any sum paid on account by the University nor any extension of time for the delivery of the Stores pursuant to Clause 19 shall affect or **prejudice the rights of the University** against the Contractor nor relieve the Contractor of his obligation for due performance of the Contract or be interpreted as approval of the Stores supplied, and no certificate shall create liability of the University to pay for the alterations, amendments, variations etc. not ordered in writing by the University or discharge the Contractor for the payment of damages or of any sum against the payment of which he / she is bound to indemnify the University nor shall such certificate nor the acceptance by him / her of any sum paid affect or **prejudice the rights of the Contractor** against the University.

22. **Payments Due from the Contractor**

All costs ascertained damages or expenses for which under the Contract the Contractor is liable to the University may be deducted by the University from any money due or may become due to the Contractor under the Contract or may be recovered by action of law or otherwise from the Contractor.

28 Legal Proceedings

The Contract and the Tender Documents are governed by the **laws of Pakistan** and no proceedings to or arising out of any of them shall be instituted in any courts other than those situated at Hyderabad and Karachi, Sindh Pakistan.

29. **Dispute**

Should any question or dispute arise as to the material, design, construction or delay in the supply of the Stores or the purpose or the performance for which they are required or are warranted, the University shall nominate an independent **certifier / expert** having knowledge of the work , etc., who will, after affording the parties to the dispute an opportunity to present their contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and, if so, what sum shall be paid to the University in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.

30. **Arbitration**

All disputes and matters of difference whatsoever (other than those relating to the certificate of expert certifier) between the University and the Contractor relating to and arising out of the Contract and Tender Documents shall be referred to arbitration under the arbitration act 1940 with amendments and re-amendments thereof, each party nominating its own arbitrator. The umpire will be nominated by the arbitrators within the first three arbitral hearings. The **award of the arbitrators or of the umpire shall be final and binding** upon the parties. The arbitral proceedings shall be held at Shaheed Benazirabad, Sindh Pakistan.

FORM OF TENDER

Name of Contract: **SUPPLY & INSTALLATION OF TEACHING AID & I.T EQUIPMENT FOR ONLINE CLASSES.**

Project Director (Engineering Wing)
Peoples University of Medical
Health Sciences for Women, SINDH
Dear Sir,

1. Having examined the Tender Documents including Instructions to Tenderers, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Contract, we, the _____ undersigned, being a _____ company doing business under the name and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Contract and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Tender Price of Rs. _____ (in figures and words) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Tender.
3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Bank Guarantee referred to in Clause 3 of the Instructions Tenderers and as per Annexure "D", in the amount of Rs. _____ (in words and figures) drawn in favor of or made payable to PUMHSW, Shaheed Benazirabad, and valid for a period of 28 days beyond the period of validity of this Tender.
4. We undertake, if our Tender is accepted, to complete the whole of the work comprised in the above-named Contact within the time stated in Clause 12 of the Instructions to Tenderers.
5. We agree to abide by this Tender for the period of 120 days beyond the date of opening of the Tender, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
6. Unless and until a formal Contract Agreement is signed, this Tender, together with your acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Tender is accepted, to execute the Contract Performance Bond referred to in Clause 3 of the Instructions to Tenderers and as per Annexure "E" for

the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any Tender you may receive.
9. We do hereby declare that this Tender is made without any collusion, comparison of figures or arrangement with any other person or persons making a Tender for the above- named Contract.

Dated this _____ day of _____ 2015

Signature _____ in the capacity of _____ duly

authorized to sign Tender for and on behalf of _____
(Name of Tenderer in Block Capitals)

Address: _____

Witness:

Name: _____

Address: _____

Occupation: _____

TENDER PARTICULARS

THE TENDERERS MUST SUPPLY THE FOLLOWING SPECIFIC INFORMATION FOR EACH ITEM OR GROUP OF ITEMS OF THE STORES:

1. Conformation of Stores:

Whether the Stores offered conform to the particulars specified in the Schedules; if not, details of deviations must be stated in Annexure "F".

2. Manufacturing Details:

- (i) Brand of Equipment.
- (ii) Name and address of Manufacturer; and
- (iii) Country of origin of Stores.

3. Delivery Schedule:

- (i) Earliest date by which delivery can be effected.
- (ii) Complete schedule of delivery; and
- (iii) If the delivery period is different for different items, it must be indicated item wise.

4. Packing Specification:

Whether the specifications for packing given in the Tender Documents will be adhered to.

ANNEXURE “C1”

FORM OF SCHEDULE TO TENDER FOR STORES MANUFACTURED/AVAILABLE IN PAKISTAN WITHOUT INVOLVING IMPORT

Due by _____ hours on _____
(time) (date) (month) (year)

SCHEDULE TO TENDER NO. _____ DATED _____

The Tender will be opened at _____ hours on _____
(time) (date) (month) (year)

Delivery on or before _____
(date) (month) (year)

Rates and amount to be quoted in Pakistani Rupees

| S. No. | Code/ Item No. | Description Of Stores | Detailed Specifications of Stores with Model No. | Quantity Of Stores. | Unit | Rate Per Unit | Total Price. |
|--------|----------------|-----------------------|--|---------------------|------|---------------|--------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

It is certifying that:

- i) The Stores offered above conform in all respects with the particulars/specifications given in the Tender Documents' and
- ii) All the terms and conditions of the Tender Documents are acceptable to us.

(Signature of the authorized person

SEAL

(Name of the authorized person)

(Name of the Tenderer)

**FORM OF SCHEDULE TO TENDER FOR
STORES**

Due by _____ hours on _____
(time) (date) (month) (year)

SCHEDULE TO TENDER NO. _____ DATED _____

The Tender will be opened at _____ hours on _____
(time) (date) (month) (year)

Delivery on or before _____
(date) (month) (year)

PART 1. The rates quoted in the Table below must be in Pakistani Rupees

| S.N o. | Code/ Item No. | Description of Stores | Quantity Of Stores. | Unit | Rate Per Unit | Total Price. |
|-----------|-------------------|--------------------------|---------------------------|------|------------------|-----------------|
| 1 | 2 | 3 | 5 | 6 | 7 | 8 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

(Continued on the next page)

It is certified that:

- i) The Stores offered above conform in all respects with the particulars/specifications given in the Tender Documents; and
- ii) All the terms and conditions of the Tender Documents are acceptable to us.

(Name of the Tenderer)

(Signature of the authorized person)

SEAL

BANK GUARANTEE

Guarantee No _____
Executed on _____
Expiry date _____

Letter by the Guarantor (Bank) to the Employer (University)

Name of Guarantor (Bank) with address: _____

Name of Principal (Tenderer) with address: _____

Penal sum of Security,(in figures and words): _____

Tender Reference No. _____ Date of Tender _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal (Tenderer), we the Guarantor above-named are held and firmly bound unto the Vice Chancellor, PUMHSW, Shaheed Benazirabad acting through the Project Director “Engineering Wing”, Peoples University of Medical and Health Sciences {hereinafter called The “Employer” (“University”)} in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal (Tenderer) has submitted the accompanying Tender numbered and dated as above for supply, installation, putting into operation and demonstration of work at PUMHSW Shaheed Benazirabad, to the said Employer (University); and

WHEREAS, the Employer (University) has required as a condition for considering the said Tender that the Principal (Tenderer) furnish a Guarantee in the above said sum to the Employer (University), conditioned as under:

- 1) that the Guarantee shall remain valid for a period of 28 days beyond the period of validity of the Tender;

2) that in the event of;

- a) the Principal (Tenderer) withdraws his Tender during the period of validity of the Tender;
- b) the Principal (Tenderer) does not accept the correction of his Tender Price, pursuant to Clause 16 of "Instructions to Tenderers"; or
- c) failure of the successful Tenderer to:
 - i) furnish the required Contract Performance Bond, in accordance with Clause 3 of "Instructions to Tenderers"; or
 - ii) sign the proposed Contract Agreement, in accordance with Clause 4 of the "Conditions of Contract".

then the entire sum be paid immediately to the said Employer (University) as liquidated damages and not as penalty for the successful Tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer (University) in accordance with his Tender as accepted and furnish within twenty eight (28) days of his being required to do so, a Contract Performance Bond with good and sufficient surety, as may be required, upon the form prescribed by the said Employer (University) for the faithful performance and proper fulfillment of the said Contract or in the event of rejection of the said Tender by the Employer (University) within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT, the Guarantor shall forthwith pay to the Employer (University) the said sum stated above upon first written demand of the Employer (University) without cavil or argument and without requiring the Employer (University) to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer (University) by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT, the Employer (University) shall be the sole and final judge for deciding whether the Principal (Tenderer) has duly performed his / her obligations to sign the Contract Agreement and to furnish the required Contract Performance Bond within the time stated above, or has defaulted in fulfilling the said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer (University) forthwith and without reference to the Principal (Tenderer) or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to the authority of its governing body.

Guarantor (Bank)

Witness:

1. _____
(Signature)

(Signature)

(Name, Title, Address and Seal)

(Name)

2. _____
(Signature)

(Title)

(Name, Title, Address and Seal)

(Corporate Guarantor Seal)

CONTRACT PERFORMANCE BOND
(Bank Guarantee)

Guarantee No. _____
Executed on. _____
Expiry Date _____

Letter by the Guarantor (Bank) to the Employer (University)

Name of Guarantor (Bank) with Address: _____

Name of Principal (Contractor) with address: _____

Penal Sum of Security (Bond), (in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal (Contractor) we, the Guarantor above named, are held and firmly bound unto the Vice Chancellor, PUMHSW, Shaheed Benazirabad, Sindh, acting through the Project Director "Engineering Wing", Peoples University of Medical and Health Sciences {hereinafter called the Employer (University)} in the penal sum of amount stated above for the payment of which sum well and truly to be made to the said Employer (University), we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal (Contractor) has accepted the Employer's (University's) above said Letter of Acceptance for the supply, installation, putting into operation and demonstration of deployment of work at PUMHSW Shaheed Benazirabad.

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer (University), with or without notice to the Guarantor, which notice is hereby waived and shall also well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till the expiry of the guaranty period as per Clause 23 of the Conditions of Contract.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer (University) without delay upon the Employer's (University's) first written demand without cavil or arguments and without requiring the Employer (University) to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's (University's) written declaration that the Principal (Contractor) has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to the Employer's (University's) designated Bank and Account Number.

PROVIDED ALSO THAT the Employer (University) shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling the said obligations, and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer (University) forthwith and without any reference to the Principal (Contractor) or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body

Witness:

1. _____
(Signature)

Guarantor (Bank)

(Signature)

Name, Title and Address (Seal)

(Name)

2. _____
(Signature)

(Title)

Name, Title and Address (Seal)

Corporate Guarantor (Seal)

ANNEXURE “F”

Statement Describing Deviation from Specifications.

| S.No. | Code No. | Description of Stores | Statement of Variation from Specifications | Reasons for Variations. |
|-------|----------|-----------------------|---|----------------------------|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |
| | | | | |
| | | | | |

(signature of the authorized person)

SEAL

(name of the authorized person)

On behalf of

(name and address of the Tenderer)

| SUPPLY & INSTALLATION OF TEACHING AID & I.T EQUIPMENT FOR CLASSROOMS | | |
|--|---|---------------|
| Summary of Works | | |
| BOQ | | |
| S. No | Description | Amount in Rs. |
| 1 | Teaching Aid & I.T Equipment (Non-Scheduled Items) | |
| | Total Rs. Millions | |

| SUPPLY & INSTALLATION OF TEACHING AID & I.T EQUIPMENT FOR CLASSROOMS | | | | | |
|---|--|-------------|-----------------|-------------|---------------|
| BOQ | | | | | |
| S.No. | Description of Items | Unit | Quantity | Rate | Amount |
| 1 | Supply & installation of Latest model core switch 48 port, Cisco or equivalent complete in all respects as directed. | Each | 1.00 | | |
| 2 | Supply & installation of iPad, 128GB, 10.2" Apple, Samsung or equivalent complete in all respects as directed. | Each | 4.00 | | |
| 3 | Supply & installation of Computer Intel Core i7-10700 10th Gen. Processor, 8 GB DDR-4 Ram, 1TB SATA HDD, with LED Monitor, USB Keyboard, USB Mouse, Windwos 10 Pro, Ms Office, HP, Dell, Lenovo or equivalent complete in all respects as directed. | Each | 21.00 | | |
| 4 | Supply & installation of LaserJet Pro MFP Havey Duty Multi Function Printer 38 PPM, Mono chrome Printer, Print, Copy, Scan, HP, Canon or equivalent complete in all respects as directed. | Each | 3.00 | | |
| 5 | Supply & installation of LaserJet Pro MFP Multi Function Printer 20 PPM, Mono chrome Printer, Print, Copy, Scan, HP, Canon or equivalent complete in all respects as directed. | Each | 5.00 | | |
| 6 | Supply & installation of Color LaserJet Pro 20 PPM , Color Printer, HP, Canon or equivalent complete in all respects as directed. | Each | 4.00 | | |
| 7 | Supply & installation of Laser Jet Pro Havey Duty Printer 52 PPM, Mono chrome Printer, HP, Canon or equivalent complete in all respects as directed. | Each | 2.00 | | |

| | | | | | |
|----|---|------|-------|--|--|
| 8 | Supply & installation of Interactive Whiteboard 86" with multitouch complete in all respects as directed. | Each | 5.00 | | |
| 9 | Supply & installation of Smartboard 86" 4K Touch Screen LED complete in all respects as directed. | Each | 3.00 | | |
| 10 | Supply & installation of Multimedia Projector 4000 Lumens, Contrast Ratio: 20000:1 Ratio, SONY, Panasonic or equivalent with automatic on/ off multimedia screen complete in all respects as directed. | Each | 19.00 | | |
| 11 | Supply & installation of Computer Intel Core i5 10500 10th Generation Processor 8 GB DDR-4 Ram, 1TB HDD SATA, 24" LED Monitor, USB Keyboard, USB Mouse, Windows 10 Pro, MS Office HP, Dell, Lenovo or equivalent complete in all respects as directed. | Each | 29.00 | | |
| 12 | Supply & installation of Laptop Intel ®Core i3 10th Generation, 4GB DDR-4 Ram, 1TB HDD SATA, 15.6" FHD LED, Intel UHD Graphics, Windows 10, Ms office, HP, Dell, Lenovo or equivalent complete in all respects as directed. | Each | 20.00 | | |
| 13 | Supply & installation of Laptop Intel ®Core i7 10th Generation, 8GB DDR-4 Ram, 1TB HDD SATA, 15.6" FHD LED, Intel UHD Graphics, Windows 10, Ms office, HP, Dell, Lenovo or equivalent complete in all respects as directed. | Each | 20.00 | | |
| 14 | Supply & installation of Color Scanner HP, Canon or equivalent complete in all respects as directed. | Each | 10.00 | | |
| 15 | Supply & installation of LaserJet Pro Printer 30 PPM , Built-in Duplex, Wifi, HP, Canon or equivalent complete in all respects as directed. | Each | 5.00 | | |

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| 16 | Supply & installation of LaserJet Pro Printer 38 PPM, (1200 x 1200 dpi), HP, Canon or equivalent complete in all respects as directed. | Each | 8.00 | | |
| 17 | Supply & installation of UPS 650VA UPS , APC, Emerson or equivalent complete in all respects as directed. | Each | 30.00 | | |
| 18 | Supply & installation of UPS 1200VA UPS , APC, Emerson or equivalent complete in all respects as directed. | Each | 10.00 | | |
| 19 | Supply & installation of Photo Copy Machine, Canon, Ricoh or equivalent complete in all respects as directed. | Each | 2.00 | | |
| 20 | Supply & installation of 65" 4K LED TV SONY, SAMSUNG or equivalent complete in all respects as directed. | Each | 5.00 | | |
| Total Rs. | | | | | |

Total Rs. in Words:-