TENDER ENQUIRY NO. PUMHSW/S.B.A/FW./3102 Dated: 17th -JUNE - 2016

TENDER FORM INCLUDING TECHNICAL PROPOSAL & FINANCIAL PROPOSAL

SUPPLY PARTS OF MODELS & MANIKINS FOR SKILL LAB OF PUMHSW FOR THE YEAR 2015-2016

DATE OF SUBMISSION & OPENING

WEDNESDAY 13TH JULY, 2016

TIME OF RECEIVING TENDER 11:30 A.M

TIME OF OPENING TENDER 12:30 P.M

TENDER FEE Rs. 1,500/- (Non-Refundable)
SUPPLY PARTS OF MODELS & MANIKINS
FOR SKILL LAB OF PUMHSW FOR THE YEAR 2015-2016

RECEIPT

Received amounting of Rs. 1,500/- ((Rupees: Fifteen Hundred only) vide receipt No. ________________, Dated: ________
________ from M/s. ________________________________
Regarding Tender form fee (nonrefundable) for Supply Parts of Models & Manikins for Skill Lab of PUMHSW for the Year 2015-2016

ACCOUNT OFFICER /
ASSISTANT ACCOUNT OFFICER
Peoples University of Medical & Health Sciences for Women
Nawabshah, SBA.
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<td>Form of schedule to Tender for supply parts of Models &amp; Manikins for Skill Lab of PUMHSW, Nawabshah, SBA, manufactured/available in Pakistan without involving import.</td>
<td>ANNEXURE-C1</td>
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<td>ANNEXURE-F</td>
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PEOPLES UNIVERSITY
OF MEDICAL & HEALTH SCIENCES FOR WOMEN
NAWABSHAH, SHAHEED BENAZIRABAD

Phone: 0244-9370428, 0244-9370249 - 55
Fax No: 0244-9370263
Web: www.pumhs.edu.pk
Email: procurement@pumhs.edu.pk

NOTICE INVITING TENDER

Peoples University of Medical & Health Sciences for Women Nawabshah, Shaheed Benazirabad invites sealed tenders on Item Rate basis on C&F / FOR basis from Interested Contractors / Suppliers / Companies / Firms registered with Sales Tax & Income Tax departments having at least 05 year Experience in related field.

<table>
<thead>
<tr>
<th>S. #</th>
<th>Name of Work</th>
<th>Est: Cost in Millions</th>
<th>Bid Secr:</th>
<th>Issue Date</th>
<th>Submission &amp; Opening date</th>
<th>Tender Fee Non Refund:</th>
<th>Basis</th>
<th>Comp. Period</th>
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<tbody>
<tr>
<td>01</td>
<td>SUPPLY OF SCIENTIFIC EQUIPMENTS FOR INSTITUTE OF PHARMACEUTICAL SCIENCES &amp; ENT DEPARTMENT OF PUMHSW FOR THE YEAR 2015-2016</td>
<td>4.2</td>
<td>2 %</td>
<td>20-06-2016 to 12-07-2016</td>
<td>13-07-2016 Time 11:30 Submiss 12:30 Opening</td>
<td>Rs.1,500</td>
<td>C&amp;F</td>
<td>90 days</td>
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<td>02</td>
<td>SUPPLY PARTS OF MODELS &amp; MANIKINS FOR SKILL LAB OF PUMHSW FOR THE YEAR 2015-2016</td>
<td>0.8</td>
<td>2 %</td>
<td>20-06-2016 to 12-07-2016</td>
<td>13-07-2016 Time 11:30 Submiss 12:30 Opening</td>
<td>Rs.1,500</td>
<td>C&amp;F/ FOR</td>
<td>90 days</td>
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<tr>
<td>03</td>
<td>SUPPLY OF INSTRUMENTS / CHEMICALS IN MOBILE TESTING LABORATORY (HAICE VAN) OF PUMHSW FOR THE YEAR 2015-2016</td>
<td>2.3</td>
<td>2 %</td>
<td>20-06-2016 to 12-07-2016</td>
<td>13-07-2016 Time 11:30 Submiss 12:30 Opening</td>
<td>Rs.1,500</td>
<td>FOR</td>
<td>90 days</td>
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</table>

METHOD OF PROCUREMENT:
The Bidding shall be on Single Stage Two Envelopes procedure i.e. Technical Proposal & Financial Proposal.

BIDDING / TENDER DOCUMENTS:
Issuance: Prescribed Tender Form alongwith Terms and Conditions can be obtained personally from the office of Purchase Officer, Finance Wing, Administration Block, PUMHSW, Shaheed Benazirabad or can also be downloaded from PUMHSW Website: www.pumhs.edu.pk & as well as from www.pprasindh.gov.pk on payment of prescribed tender fee through banks challan/Pay order/DD in favor of Vice Chancellor Peoples University of Medical & Health Sciences for Women, Shaheed Benazirabad, send to the office of the Purchase officer before the closing date.

Place of issuance, submission, inquiries & opening of tender: office of the Purchase Officer, Finance Wing, Administration Block, PUMHSW, Shaheed Benazirabad,

TERMS & CONDITIONS:
1. Under following conditions bid will be rejected:-
   a) Conditional and telegraphic bids/tenders;
   b) Bids not accompanied by bid security of required amount and form;
   c) Bids received after specified date and time.
   d) Black listed firms.

2. Bid validity Period: The validity of offer/quoted Rates shall be for the period of 90 days.

3. The Central Purchase Committee may cancel/delete any item or decrease or increase quantity as per need under the provision of SPPRA rules. Tenderers, who do not fulfill the Terms and Conditions, will not be entertained.

4. In case of Unscheduled Holiday, Tenders will be opened on the Next working day. The other Terms and Conditions of the Tender shall however remain unchanged.

5. The procurings Agency may reject any or all Bids subject to relevant provisions of SPPRA Rules 2010.

PROF. DR. SHAMSUDDIN SHAIKH
Director Academics PUMHSW & Convener Purchase Committee
PUMHSW, Shaheed Benazirabad
PEOPLES UNIVERSITY

OF MEDICAL & HEALTH SCIENCES FOR WOMEN
NAWABSHAH, SHAHEED BENAZIRABAD, SINDH, PAKISTAN

TECHNICAL PROPOSAL

SUPPLY PARTS OF MODELS & MANIKINS
FOR SKILL LAB OF PUMHSW FOR THE YEAR 2015-2016
# TECHNICAL PROPOSAL

**SUPPLY PARTS OF MODELS & MANIKINS FOR SKILL LAB OF PUMHSW FOR THE YEAR 2015-2016**

<table>
<thead>
<tr>
<th>S. #</th>
<th>Item No.</th>
<th>Name &amp; Description of Item</th>
<th>Quantity</th>
<th>Country Origin, Brand Name &amp; Make Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>SL-01</td>
<td><strong>Injection ARM</strong>&lt;br&gt;(Three Complete Tubing System)&lt;br&gt;1. Material: Completer Tubing System made up of silicon&lt;br&gt;2. Veins include a) Basilic, b) Cephalic and c) Median Cubital vein.</td>
<td>02</td>
<td></td>
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<tr>
<td>02</td>
<td>SL-02</td>
<td><strong>Injection ARM</strong>&lt;br&gt;(Arm Core Without hand)&lt;br&gt;1. Material: Silicon / Latex&lt;br&gt;2. Arm core easy to fix.</td>
<td>02</td>
<td></td>
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<tr>
<td>03</td>
<td>SL-03</td>
<td><strong>Heart and Breath sound simulator (Device)</strong>&lt;br&gt;1. Auscultation with stethoscope&lt;br&gt;2. Along with volume control</td>
<td>02</td>
<td></td>
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<tr>
<td>04</td>
<td>SL-04</td>
<td><strong>Basic Murmur</strong>&lt;br&gt;1. Recorded murmur along with its components&lt;br&gt;2. Auscultate with stethoscope and with volume control</td>
<td>02</td>
<td></td>
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<tr>
<td>05</td>
<td>SL-05</td>
<td><strong>Advance i/v arm Blood Dispensing bag</strong>&lt;br&gt;1. Blood Dispensing Bag&lt;br&gt;2. Should have mounting option on stand and&lt;br&gt;3. Squeezing bulb option</td>
<td>04</td>
<td></td>
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<td>06</td>
<td>SL-06</td>
<td><strong>Advance i/v arm (Soft Latex tubes)</strong>&lt;br&gt;1. Material: made up of silicon and latex combined&lt;br&gt;2. Ventral and lateral sides of veins should be connected to all gauamrd simulators</td>
<td>04</td>
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<td>07</td>
<td>SL-07</td>
<td><strong>Advance i/v arm (Arm Skin)</strong>&lt;br&gt;1. Material: Made of silicon and latex&lt;br&gt;2. Arm Skin place easily</td>
<td>04</td>
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<td>08</td>
<td>SL-08</td>
<td><strong>Advance patient catheterization ostomy and enema care Bladder Tank</strong>&lt;br&gt;Bladder Tank which is attachable</td>
<td>10</td>
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<tr>
<td>09</td>
<td>SL-09</td>
<td><strong>Advance Patient Catheterization ostomy and enema care Urethral valve prevent fluid leakage</strong>&lt;br&gt;To prevent fluid leakage</td>
<td>04</td>
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<td>S. #</td>
<td>Item No.</td>
<td>Name &amp; Description of Item</td>
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<td>10</td>
<td>SL-10</td>
<td>Arterial arm Stick&lt;br&gt;Skin and artery replacement kit&lt;br&gt;1. Material: made up of silicon and latex&lt;br&gt;2. The artery placed attach with bulb which show pulsation</td>
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<td>11</td>
<td>SL-11</td>
<td>Infant i/v arm (i/v skin &amp; vein set)&lt;br&gt;1. Material: made up of&lt;br&gt;a). Silicon and b). Latex</td>
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<td>12</td>
<td>SL-12</td>
<td>Spinal Injection (Spinal replacement kit with skin musculature and spinal cord)&lt;br&gt;1. Material: made up of&lt;br&gt;a). Silicon and b). Latex</td>
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<td>13</td>
<td>SL-13</td>
<td>Adult airway manikin (Inflatable lung and stomach)&lt;br&gt;1. Inflatable lungs and stomach&lt;br&gt;2. Provide auscultation for lung and stomach after insertion of their respective tubes.</td>
<td>02</td>
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Contractor<br>Sign with stamp

PROF. DR. SHAMSUDDIN SHAIKH<br>Director Academics PUMHSW & Convener Purchase Committee PUMHSW, Shaheed Benazirabad
BID DECLARATION FORM

SUPPLY PARTS OF MODELS & MANIKINS
FOR SKILL LAB OF PUMHSW FOR THE YEAR 2015-2016

1. Name of Interested Firm: ________________________________

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

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

4. GST#: ________________________________
   (Please attach Copy of GST Certificate)

5. Total Bid Amount Rs: ________________________________
   In words: ____________________________________

Earnest Money @ 2 % of Bid Amount Rs: ___________ DD/PO#: ___________
   In words: ________________________________

Bank: ________________________________

6. Contact Person: ________________________________

7. Postal Address: ________________________________

8. Email Address: ________________________________

9. Telephone: PTCL: ________________________________Cell Phone: ________________________________
   (Compulsory)

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

Contractor
Sign with stamp
FINANCIAL PROPOSAL

SUPPLY PARTS OF MODELS & MANIKINS
FOR SKILL LAB OF PUMHSW FOR THE YEAR 2015-2016
## FINANCIAL PROPOSAL
**SUPPLY PARTS OF MODELS & MANIKINS**
**FOR SKILL LAB OF PUMHSW FOR THE YEAR 2015-2016**

**BILL OF QUANTITIES (B.O.Q.)**

**ALL RATES MUST BE QUOTED IN PAKISTANI RUPEES**

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<th>Code/ Item No.</th>
<th>Description &amp; Detailed Specifications Of equipment</th>
<th>Qty equip.</th>
<th>Unit</th>
<th>Rate Per Unit</th>
<th>Currency</th>
<th>Total C&amp;F Price</th>
<th>Country of Origin</th>
<th>Total in PAK Rupees</th>
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<td>01</td>
<td>SL-01</td>
<td>Injection ARM (Three Complete Tubing System)</td>
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<td>a) Basilic, b) Cephalic and c) Median Cubital vein.</td>
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<td>Injection ARM (Arm Core Without hand)</td>
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<td>2. Arm core easy to fix.</td>
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<td>Heart and Breath sound simulator (Device)</td>
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<td>3. Squeezing bulb option</td>
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<td>Advance i/v arm (Soft Latex tubes)</td>
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<td>Advance i/v arm (Arm Skin)</td>
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<td>1. Material: Made of silicon and latex</td>
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<td>08</td>
<td>SL-08</td>
<td>Advance patient catheterization ostomy and enema care Bladder Tank</td>
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<td>09</td>
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<td>Advance Patient Catheterization ostomy and enema care Urethral valve prevent fluid leakage</td>
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<td>Total C&amp;F Price</td>
<td>Country of Origin</td>
<td>Total in PKR Rupees</td>
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<td>SL-10</td>
<td>Arterial arm Stick Skin and artery replacement kit&lt;br&gt;1. Material: made up of silicon and latex&lt;br&gt;2. The artery placed attach with bulb which show pulsation</td>
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<td>11</td>
<td>SL-11</td>
<td>Infant i/v arm (i/v skin &amp; vein set)&lt;br&gt;1. Material: made up of a). Silicon and b). Latex</td>
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<td>SL-12</td>
<td>Spinal Injection (Spinal replacement kit with skin musculature and spinal cord)&lt;br&gt;1. Material: made up of a). Silicon and b). Latex</td>
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<td>13</td>
<td>SL-13</td>
<td>Adult airway manikin (Inflatable lung and stomach)&lt;br&gt;1. Inflatable lungs and stomach&lt;br&gt;2. Provide auscultation for lung and stomach after insertion of their respective tubes.</td>
<td>02</td>
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<th>Grant Total</th>
<th>Total Amount</th>
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The delivery schedule is 7 to 10 weeks after the award of contract. It is of utmost importance that bids should be submitted very carefully.

Contractor
Sign with stamp

PROF. DR. SHAMSUDDIN SHAIKH
Director Academics PUMHSW & Convener Purchase Committee PUMHSW, Shaheed Benazirabad
ARTICLES OF AGREEMENT

This Agreement made this _______ day of __________ 2016, by and between the Director Academics /Chairman Central Purchase Committee PUMHSW SBA, Sindh, including his successors in office and Assignees / Agents, acting through the Purchase Officer of Peoples University of Medical Health Sciences for Woman, Nawabshah, Shaheed Benazirabadd, hereinafter called the “University”, of the one part,

And ___________________________________________ of ___________________________________________, located at ___________________________________________, hereinafter called the “Contractor” which expression shall include their successors, legal representatives of the second part.

Whereas the University requires laboratory equipment at PUMHSW of and whereas the Contractor has agreed to supply, install, put into operation and demonstrate the working of the said Equipment 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 ___________________________________________ on behalf of the University, all of

{name and designation of the authorized person}

{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) Tender Form (BOQ);
   i. Technical Proposal;
   ii. Financial Proposal;

b) Articles of Agreement;

c) Instructions to Tenderers;

d) Conditions of Contract;

e) Contractor’s Offer including the relevant correspondence prior to signing of this Agreement with all Annexures duly filled in; and

f) The specifications of the equipment
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 Laboratory Equipment 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 Laboratory Equipment 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: ______________________

Witness No.2:________________________ Witness No.2:________________________
Signature:________________________ Signature:________________________
Name: __________________________ Name: __________________________
Designation: ______________________ Designation: ______________________
INSTRUCTIONS TO TENDERERS

Peoples University of Medical & Health Sciences for Women Shaheed Benazirabad Nawabshah, Sindh, intends to purchase the parts of Models & Manikins for Skill Lab PUMHSW Nawabshah from its recurring budget estimates. The purchase will be financed through the cash provided by the Government of Sindh. This tender is issued for the supply, installation, putting into operation and demonstration of the working of the Laboratory Equipment as per the Schedule of requirements given in this tender document.

PREPARATION OF TENDER.

1. **Language of Tender**
   The Tender alongwith any accompanying literature shall be prepared in **English** language only:

2. **Submission of Tender**
   1. The Bidding shall be on Single Stage Two Envelopes procedure Technical Proposal & Financial Proposal.
   a. First Envelope shall contain Technical Proposal alongwith Sample of previous work and be clearly marked as “TECHNICAL PROPOSAL”.
   b. Second Envelope as “FINANCIAL PROPOSAL” shall be sealed separately and be placed in the Third Envelope. Name of the Bidder/Firms be clearly marked on all the submitted Envelopes.
   c. Technical Proposal shall be opened first, followed by the Financial Proposal. The Bidder who will qualify technically shall be eligible for financial bid opening, either unqualified bidder at the technical stage shall be returned their sealed financial bid envelope, without further consideration.

   a) **The Tender shall be enclosed in a double cover.** The outer cover shall bear the address of the Director Academics / Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad, Sindh, without any indication that it encloses a tender. The inner cover shall be marked with the little of the tender, number of invitation 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) **The Tender shall be accompanied with the original quotations** from the manufacturers, in case the Tender is submitted through their authorized agents or distributors, and shall be supported by credentials establishing the experience and standing of the manufacturers and / or their authorized agents or distributors.

   e) **Ambiguous and incorrect answers and/or incorrect filling of Tender Documents will render the tender liable to rejection.**

   f) **Quotations through cable, telegraph, telex, fax, or e-mail will not be considered.**

   g) **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 Director Academics / Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad**
3. **Bid Bond and Contract Performance Bond**

a) The tenderer shall enclose with his/her tender a **Bid Bond / Bank Guarantee / Pay order** on requisite stamp paper, as per **Annexure “D”** to this Tender Document, issued by a scheduled/commercial bank doing business in Pakistan, for an amount equivalent to **2% of the total cost** of the Lab Equipment offered as per the Tender submitted by him/her, The Bid Bond / Pay order shall be in favor of the Vice Chancellor, Peoples University of Medical & Health Sciences for Woman Shaheed Benazirabad, including his successor in office and assignees acting through the Director Academics / Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad.

b) The bond / Pay order so furnished shall remain **valid for a period 28 days beyond the period of validity of the Tender** or till it is revalidated/extended for a period mutually agreed upon by the tenderer and the Director Academics / Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad.

c) As soon as an award is made, the provisions in paragraphs e), d) and e), hereunder, shall **operate**.

d) If the Tender is **rejected**, the Bid Bond / Pay order will be returned to the tenderer after one week of rejection.

e) The **successful bidder** shall have to give a **Contract Performance Bond**, as per **Annexure “E”** to this Tender Document on non-judicial paper of Rs: 100/- of the contract on the same conditions as the Bid Bond. The Performance Bond shall be retained by the Purchase & Store Officer, Peoples University of Medical & Health Science for Women Shaheed Benazirabad, till the completion of the guarantee period as per Clause 23 of the Conditions of Contract.

4. **Quality of the equipment of supply parts of Models & Manikins for Skill Lab,**

a) The Equipment and other relevant materials (hereinafter called “the supply parts of Models & Manikins for Skill Lab of PUMHSW, Nawabshah, SBA, quoted and supplied against this “Invitation to Tender” shall be strictly in accordance with the Specifications attached with this Tender Document. The Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah shall be the product of an established manufacturer shall conform to internationally acceptable commercial standards, and shall be a model that has been successfully operated over a reasonable period of time in educational institutions R&D organizations, or relevant industry.

b) In Tenderers must also warrant the use of best material in the making of the equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA. by the find that the Specifications for any items of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah 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 equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad offered by the tenders must be of a quality suitable for the purposes and operations for which they are required, and must be capable of rendering the required performance and services at site in the local conditions of extreme tropical climate, air, dust, water, power and fuel at Shaheed Banirabad.

d) The Hardware for operation of the equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad will be made available by University.

e) The electric supply for operation of the equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad will be made available at 220 volt single phase, or 380 volt three phase, and 50 cycles.

f) The equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad 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 the equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad 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 equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad conforming to ASA, SAE, SSI or DIN will be acceptable.

i) The successful bidders may be asked to supply list of spares for 5 years satisfactory operation of any item of the equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad, prior to award of the contract.

5. **Literature.**

The tenderers must furnish with their bids catalogues giving full technical details of the equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad to enable the University to check their offers technically against the prescribed specifications failing which the offers will be liable to rejection.

6. **Principals Name, Certificate and Invoice.**

   a) The tenderers are required to mention in their quotations/offers the name and address of their Principals along with a certificate authorizing them (tenderers) to quote on their (Principals) behalf as under:

   “This is to certify that M/S.__________________________located at___________________________ have obtained quotations from us against tender inquiry No._______ dated _____ from People University of Medical & Health Sciences for Woman Shaheed Benazirabad, due for opening on ____________ and have agreed to make available the Equipment on the quotations and terms and conditions of the tender”.

   The above condition does not apply to the manufacturers bidding directly.

   b) The tenderers must also furnish along with their offers their Principals original Proforma Invoice failing which their offers may be rejected.
7. **Country of Origin.**
   The tenderers must state in his Tender the country of origin of the equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad offered.

8. **Alternative Proposal.**
   If any tenderer elects to submit alternative proposal(s) complete information on the alternative items including all data relating to technical specifications in Vol. I, II & III shall be given as per Annexure “F”.

9. **Prices.**
   a) **CATEGORY-‘A’**
      **The equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad manufactured/available in Pakistan without involving import.**
      
      The prices quoted must be total per unit in Pakistani Rupees as shown in Annexure “C-1” and shall include:
      i. All charges for equipments 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 equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad.

   b) **CATEGORY-“B”. The equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA imported from approved countries.**
      
      The prices must be quoted for each item of Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA in **Annexure-“C2”** separately for each of the PARTS given below:

      **PART-1. Payment in Foreign currency.**
      
      The C&F prices quoted by the Principals in the currency of the country of origin.
      
      For the purpose of comparison, the prices quoted shall be converted to equivalent prices in Pakistani Rupees on the basis of the official bank rate prevalent on the date of opening of the Tender.

      **PART-2 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 Pakistan Insurance Corporation. 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 equipment of parts of Models & Manikins for Skill Lab, PUMHSW, Shaheed Benazirabad in Pakistani Rupees.
(iv) All the charges pertaining to handling and clearance of the equipment of parts of Models & Manikins for Skill Lab, PUMHSHW, Shaheed Benazirabad 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 equipment of parts of Models & Manikins for Skill Lab, PUMHSHW, SBA for which the Government the exemption, the University will make the payment.

(V) The transportation charges for transporting the Equipment of parts of Models & Manikins for Skill Lab, PUMHSHW,SBA from the port to the Laboratory of the University including the charges for loading the Equipment of parts of Models & Manikins for Skill Lab, PUMHSHW,SBA 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSHW, SBA under this Category shall be the sum of the amounts mentioned for Parts 1 & 2 above.

(c) In addition to what is stated in para a) & b) above, the prices given in Annexure C1 & C2 shall also include the following for the Equipment of parts of Models & Manikins for Skill Lab, PUMHSHW, SBA of both the Categories-A & B.
   i. Supply, detailing, manufacture, factory testing, export preparation and all costs incidental to shipping/transport up to the stage of installation in the Equipment of parts of Models & Manikins for Skill Lab, PUMHSHW,SBA .
   ii. Responsibility for any loss and/or damage at any stage from manufacture to installation in the Equipment of parts of Models & Manikins for Skill Lab, PUMHSHW, SBA.
   iii. Provision for clean on boards bills of landing.
   iv. The cost of export taxes, fees and charges levied and outgoing incurred on exporting goods in the country of origin.
   v. The expenses on account of the certificate of origin, invoices or any other documents issued in the country or origin.

10. **Validity of Prices/Tender**
   a. The prices quoted shall be valid for a period of at least 120 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.
11. **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 have 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA 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.

   b. If the Tender is awarded in favour of Proprietor / Principals who has no authorized agent or distributor in Pakistan, he/she shall have to appoint a distributor or nominee for the purpose of successful completion of the contract and to provide after-sales service.

12. **Delivery Period.**

   i. **Shipment of Imported Items.**

      a) The shipment of the items of Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA which are to be imported shall be started as early as possible, the shipment schedule shall be submitted to the Director Academics / Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad, and shall be negotiable and subject to approval by the University.

      b) The tenderer must indicate in his/her offer the port from where the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA will be shipped.

   ii. **Delivery Period.**

      a) The entire Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA must be delivered, installed and put into operation in the parts of Models & Manikins for Skill Lab, PUMHSW within 90 days receiving after receiving the letter of award of the Contract.

      b) The Tenderer shall give in the offer his/her own schedule for the delivery and installation of various items of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA which shall be negotiable and subject to approval of the University.

   iii. **Delay in the Delivery of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA.**

      a) For the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA delayed beyond the delivery period, as specified in the Contract, or as approved by the University as stated in Clause 12 ii b) above, there shall be levied liquidated damages as specified in Clause 22 of the Conditions of Contract given in this Tender Document.

      b) The liquidated damages may be waived fully or partially by the Director Academics / Chairman Central Purchase Committee, with the approval of the Vice Chancellor of the University, if there are reasonable grounds for such a delay.
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.

14. Rights of the University
a. The University reserves the right to reject any or all bids in light of SPPRA rules, 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA 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.

15. 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA, 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.

(i) For the items quoted in Annexure-C-1, the total prices as mentioned in Clause-9(b) shall be compared.

(ii) For comparison of the items quoted in Annexure C-1 with those quoted in Annexure C-2, the total prices as mentioned in Clause-9(a) including the charges/cost packing, making, handling, insurance, inspection guarantees, clearance, freight/transportation up to the University’s Laboratory duties, taxes, levies, octrois etc.

(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.
   b) If there is a discrepancy between the words and figures, the amount in figures shall prevail.
c) 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 Bid Bond submitted with the tender shall be forfeited.

17. Foreign Exchange for Items of Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA to be imported.

For the items of Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA which are to be imported and for which the prices have been quoted on C&F basis in Annexure C-2, the University will arrange payment in the foreign currency, to the extent of the C&F amount, as stated in Clause 9(b), through its bank in Pakistan in accordance with the prevailing foreign exchange control rules/regulations of the Government of Pakistan.
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 parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA 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 some thing in the subject matter or Contract inconsistent with such constructions:

i. **The University** shall mean The Peoples University of Medical & Health Sciences for Woman, Nawabshah, Shaheed Benazirabad

ii. **The Vice Chancellor** shall mean the Vice Chancellor of The Peoples University Of Medical & Health Sciences For Woman Shaheed Benazir Abad Sindh, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Director Academics / Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad

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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA** shall mean and include all the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah, Sindh, 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah 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.


   a) The term Contract Document shall mean the following documents which shall be deemed to form an integral part of the Contract:

      i. Tender Form
         A. Technical Proposal
         B. Financial Proposal

      ii. Articles of Agreement;

      iii. Instructions to Tenderers;

      iv. Conditions of Contract;

      v. Contractor’s Proposal / Offer including the relevant correspondences prior to signing of the agreement with all Annexures duly filled in;

      vi. The Specifications of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA; and

   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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA as will be communicated to him / her (them) in the letter of intent.

5. Packing, Marking and Handling

   a) All the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA, whether imported or locally manufactured / available, shall be delivered to the University at Peoples University of Medical & Health Sciences for Women Shaheed Benazirabad Sindh, in safe and secure condition at the risk and cost of the Contractor.

   b) The packing, marking and handling shall be so arranged by the Contractor as to prevent any loss of or damage to the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA.

   c) In case any of the items of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA are to be imported by the Contractor, the import shall be arranged by the Contractor himself / herself with such packing and marking and through such means as deemed fit by him / her for safe and secure delivery at Peoples University Of Medical & Health Sciences for Woman Shaheed
Benazirabad Sindh. The packing of the equipment shall be the usual export packing to ensure safe journey by air, sea, rail and road, as the case may be, of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University to destination. Each packing shall be clearly marked in English with the following:

i. Port of Destination: KARACHI.
ii. Name of the Ship: __________________
iii. Name of the Consignee: Vice Chancellor of The Peoples University of Medical & Health Sciences for Woman Shaheed Benazirabad.

i. Name of the Contractor: CONTRACTOR’S NAME & ADDRESS
ii. Case Number & Contents: __________________
iii. Net Weight & Dimensions: (length, Breadth & Height)
iv. Gross Weight: (Kg.)
v. Number & Date of Contract: __________________
vi. Marking: PUMHSW, SBA in 6 x 4 rectangle

6. Transportation and Shipment
   a. For Equipment of parts of Models & Manikins for Skill Lab, PUMHSW,SBA to be Imported
      i. All those items of the Equipment parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah which are to be imported by the Contractor shall be shipped by whatever means the Contractor deems fit at his / her risk and cost. The Contractor must keep the University informed of the shipping arrangements, schedule of shipping, arrival at the port, clearance from the port, and transportation from the port to the University.

      ii. All costs of loading of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah from the wharves at port of shipment and also the cost of ship wharf age / berthing, demurrage charges, stevedoring, handling charges and other port and river dues in respect of shipment companies’ vessels at the port of shipment and all other expenditure up to the stage of placing the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW,SBA at rest on board the ship and the freight charges shall be borne by the Contractor.

      iii. Similarly all costs of unloading the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah at the wharves, wharf age / berthing, demurrage, stevedoring, handling charges and other port dues at the port of arrival in Pakistan, clearing of goods from port and transportation from the port up to the stage of placing the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA position in the laboratory of the University shall be borne by the Contractor.
iv. All things being equal, **Pakistan flag ships** should be used, as far as possible, for shipment of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA. If no such ship is available, such other ships may be used consistent with the execution of this Contract with economy and efficiency.

v. The Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA must be shipped under deck.

vi. The Contractor shall send by air mail/courier service or personally deliver 4(four) sets of non-negotiable shipping documents direct to the Vice Chancellor of The Peoples University Of Medical & Health Sciences For Woman Shaheed Benazir Abad Sindh, so as to reach him at least 8(eight) days before arrival of the ship at the port in Pakistan.

b. For Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA Manufactured / Available in Pakistan

i. All those items of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah which are to be manufactured in Pakistan, or are to be supplied from the locally available stocks (whether imported or manufactured in Pakistan), may be transported from the place of manufacture or availability to Nawabshah by any mode of transportation as deemed convenient and suitable by the Contractor at his / her risk and cost.

ii. All costs of clearing goods, handling, loading, transportation, unloading and placing the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah in position in the Laboratory of the University shall be borne by the Contractor.

7. Pre-shipment and After-fabrication Inspection

a) The **pre-shipment inspection** and / or the inspection of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA Principals/Proprietor at the premises, if desired by the Contractor, shall be arranged by the Contractor at his / her own cost. The responsibility for the quality, quantity, correctness and adherence to the Specifications etc. of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah shall lie solely and squarely on the Contractor.

b) The University may, at its discretion, waive pre-shipment inspection and hence issue the waiver in writing so that the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah could be shipped under manufacturer’s test certificate. This waiver shall be deemed as authorization to ship for the purpose of negotiating the letter of credit under Clause 13(b)ii.

c) The pre-shipment inspection and/or the waiver thereof shall in no any above the Contractor of any of his obligations under this Contract.
8. **Insurance**

The **Contractor shall arrange** the insurance for the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA.

9. **On-arrival Inspection**

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

10. **Taking Over**

Upon receipt of the equipment in the Laboratory of the University and after inspection, as stated in Clause 9 above, the University will issue a **taking-over certificate** in respect of those items of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah which are received in acceptable condition. The taking-over of the damaged items will be with-held until the same are repaired / replaced and are re-inspected and found in acceptable condition.

11. **Installation and Demonstration of Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA**

   a). **Installation**

   i). **After inspection and taking over of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah, as stated in Clauses 9 and 10 above, the Contractor shall install** those items of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah which are to be permanently positioned in place in the laboratories of the University. For this purpose, the Contractor shall co-ordinate with the Vice Chancellor of The Peoples University of Medical & Health Sciences for Woman Shaheed Benazirabad Sindh, for making arrangements for Hardware needed for the installation.
ii) The cost of hardware **for installation** shall be borne by the University. The Contractor shall provide, alongwith his offer, the details of the hardware needed for each item of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah separately. The technical and other personnel needed for installation of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah shall be provided by the Contractor at his cost. The entire cost of installation, configuration, application except that of the needed hardware, shall be borne by the Contractor.

b) **Demonstration**

i) After installation of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA, as stated in Clause 11 a) above, the complete working of each item of Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA for the purpose of performing the intended Laboratory experiments, testing of specimens and recording of the test results etc., shall be demonstrated fully to the designated staff of the University by the Contractor or his technical personnel.

ii) The entire cost, including the T.A. / D.A. of the personnel involved in the demonstration, shall be **borne by the Contractor**.

12. **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 the concerned Head of the Department / Deputy Director of the Institute stating that the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah (item-wise) have been satisfactorily installed and demonstrated by the Contractor.

13. **Terms of Payment**

The Contractor shall be paid for Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah in the following manner:

a) **CATEGORY A:** Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA Manufactured/Available in Pakistan without involving import.

i. For all those items of Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah 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.
b) CATEGORY-B  Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA Imported from Approved Countries.

The payment for this category of Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah will be made in two parts as under:-

**PART-1. Payment in Foreign currency**

i. An irrevocable letter of credit of one hundred percent (100%) of the C&F price, in the currency quoted by the Principals, will be opened in a bank in the country of origin in favor of the Principals/Contractor within 30 days after signing the Contract.

ii. One hundred percent (100%) of the letter of credit amount will be paid against presentation of the shipping documents to the bank through the above letter of credit. The required shipping documents include:

- Clean on board bill of lading;
- Contractor’s detailed invoice showing description of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at PUMHSW of specifications, quantity, unit price and total price;
- Detailed packing list;
- Certificate of origin of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah and
- Certificate of pre-shipment/after-fabrication inspection or authorization to ship the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah as per Clause-7.

**PART-2. Payment in Pakistani Rupees**

The Rupee component of the price of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah, as stated in Clause 9 b) of “Instructions to Tenderers” will be paid to the Contractor in the following manner:

i. For all those items of Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah 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/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.
14. Warranty / Guaranty

a) The Contractor shall **warranty** that the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at PUMHSW or any item or part of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of bear or are found to bear a patent or trade mark.

b) The Contractor shall guarantee supply of good quality Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah in accordance with the Specifications and as stated in Clauses 4 and 5 of the “Instructions to the Tenderers”. Further, the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah shall be brand new and absolutely free from all defects in material, quality and workmanship. In case of defects, the defective Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah, or the defective parts / components of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA thereof, shall be replaced by the Contractor free of cost to the University within reasonable time.

15. 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.

16. 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah 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, the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW S.B.A, similar to the one terminated, and the Contractor will be liable to the University for any additional costs for **such similar the Equipment of parts of Models & Manikins for Skill Lab**, PUMHSW S.B.A, 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, the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah.
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, the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah; and

ii) Such partially completed the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah; and 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 to the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah; and 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah are accepted.

17. **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 becomes 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah 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.
18. **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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah 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 Equipment of skill lab models/equipment, PUMHSW Nawabshah produced for the performance of the Contract and the salvage and resale thereof

19. **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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah 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.
20. **Rejection**

a) In the event any portion of the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah s. 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA. If the Contractor fails to rectify or replace the rejected Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah, the University may adopt any of the following options:

i) **Replace or rectify**, at its option, such defective the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah and charge to the Contractor the excess cost occasioned to the University plus (15%) fifteen percent; or

ii) Acquire the said Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA 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.

21. **Extension of Time**

If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the University, in writing, of his **claim** for an extension of time. The University on receipt of such request may agree to **extend the completion date** as may be reasonable in the circumstances of the case but without prejudice to other terms and conditions of the Contract.

22. **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 as stated in Clause 22 b) below.

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 the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah 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.
23. **Period of Guarantee**

a) The term *period of guarantee* shall mean the period of twelve (12) months from the date on which the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah upon receiving written notice from the University; the notice shall indicate in what respect the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah at the University premises.

24. **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.

25. **Expenditure under Contract**

The Contractor shall not make any expenditure for the purpose of this Contract in any country not authorized by the Government of Pakistan.

26. **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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah 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.
27. **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 other wise 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 Nawabshah 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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah 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 laboratory equipment, 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 Nawabshah, Sindh Pakistan.
FORM OF TENDER
(LETTER OF OFFER)

Tender Reference No. ___________________ Dated ___________________

Name of Contract: supply, installation, putting into operation and demonstration of the equipment of parts of Models & Manikins for Skill Lab, PUMHSW Nawabshah Shaheed Benazirabad Sindh.

The Vice Chancellor
Peoples University of Medical & Health Sciences
for Woman Shaheed Benazirabad 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 here by 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.

As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Bid Bond 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 Vice Chancellor of the Peoples University of Medical & Health Sciences for Woman Shaheed Benazirabad Sindh,

3. Peoples University of Medical & Health Science for women S.B.A, 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.

We confirm, if our Tender is accepted, that all partners of the joint venture shall be liable jointly and severely for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Vice Chancellor of The Peoples University of Medical & Health Sciences for Woman Shaheed Benazirabad Sindh,

10. (Please delete this clause in case of Tender from a single firm)

Dated this ______________ day of ______________ 2016

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 EQUIPMENT OF PARTS OF MODELS & MANIKINS FOR SKILL LAB, PUMHSW OF THE UNIVERSITY AT NAWABSHAH.

1. **Conformation of Equipment of** parts of Models & Manikins for Skill Lab, PUMHSW, SBA:

   Whether the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW, SBA 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 the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah

3. **Delivery Schedule:**

   (i) Earliest date by which delivery can be affected;
   (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 THE EQUIPMENT OF PARTS OF MODELS & MANIKINS FOR SKILL LAB, PUMHSW OF THE UNIVERSITY AT NAWABSHAH

EQUIPMENT OF PARTS OF MODELS & MANIKINS FOR SKILL LAB, PUMHSW, SBA 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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Code/ Item No.</th>
<th>Description Of equipment</th>
<th>Detailed Specifications Of equipments with Model No.</th>
<th>Quantity Of equipments.</th>
<th>Unit</th>
<th>Rate Per Unit</th>
<th>Total Price.</th>
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It is certifies that:

The Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah

i) 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)

____________________________________
(name of the authorized person)

____________________________________
(name of the Tenderer)
FORM OF SCHEDULE TO TENDER FOR THE EQUIPMENT OF PARTS OF MODELS & MANIKINS FOR SKILL LAB, PUMHSW OF THE UNIVERSITY AT NAWABSHAH

IMPORTED FROM APPROVED COUNTRIES.

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 on C&F basis.

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<th>S. No.</th>
<th>Code/Item No.</th>
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<th>Detailed Specifications Of equipment with Model No.</th>
<th>Quantity Of equipment.</th>
<th>Unit</th>
<th>Rate Per Unit</th>
<th>Currency</th>
<th>Total C&amp;F Price</th>
<th>Country of Origin</th>
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PART 2. The rates quoted in the Table below must be in Pakistani Rupees

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<th>Code/Item No.</th>
<th>Description of equipment</th>
<th>Quantity Of equipment.</th>
<th>Unit</th>
<th>Rate Per Unit</th>
<th>Total Price.</th>
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NOTE:

In the Table below, the columns 1 to 5 and 8 are to be filled in by the Tenderer before submitting the Tender, while the columns 6,7 and 9 are to be filled in jointly by Director Academics / Chairman Central Purchase Committee PUMHSW, Shaheed Benazirabad his representative, and the Tenderer, or his representative, after opening of the Tender.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Code/ Item No.</th>
<th>Description of Equipment</th>
<th>Total C&amp;F Price for Part 1</th>
<th>Currency</th>
<th>Exchange Rate</th>
<th>Total Price for Part 1 (Rs.)</th>
<th>Total Price for Part II (Rs.)</th>
<th>Total Cost (Rs.)</th>
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It is certified that:

i. The Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah 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)

______________________
SEAL

(signature of the authorized person)

______________________
(name of the authorized person)
ANNEXURE “D”

BID 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 (Tenderer) with address: ______________________________________

Penal sum of Security Bond 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, of The Peoples University of Medical & Health Sciences for Woman Shaheed Benazirabad Sindh, acting through the Director Academics / Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad, 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 severely, 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 equipment in the Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah, 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 Bid Bond in the above said sum to the Employer (University), conditioned as under:

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

2) that in the event of;
   i) the Principal (Tenderer) withdraws his Tender during the period of validity of the Tender;
   ii) the Principal (Tenderer) does not accept the correction of his Tender Price, pursuant to Clause 16 of “Instructions to Tenderers”; or
   iii) failure of the successful Tenderer to:
      iv) furnish the required Contract Performance Bond, in accordance with Clause 3 of “Instructions to Tenderers”; or
      v) 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)

   ____________________
   (Name, Title, Address and Seal)

2. ____________________
   (Signature)

   ____________________
   (Name, Title, Address and Seal)

   ____________________
   (Corporate Guarantor Seal)
ANNEXURE “E”

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, Vice Chancellor of The Peoples University of Medical & Health Sciences for Woman Shaheed Benazirabad Sindh, acting through the Director Academics / Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad {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 Equipment of parts of Models & Manikins for Skill Lab, PUMHSW of the University at Nawabshah

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) ____________________________
   (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.

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(signature of the authorized person)

________________________

(name of the authorized person)

SEAL

On behalf of

________________________

(name and address of the Tenderer)