

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



# BID DOCUMENT

**PROCUREMENT OF PROSPECTUS  
FOR THE ADMISSION  
IN DPT, PHARM-D, BS PUBLIC HEALTH SCIENCES,  
BS NURSING & POST RN (SESSION 2017-18).**

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

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No. PUMHSW/SBA/DOF/PROC:/ 260

Dated: 18/10/ 2017

**SAY NO TO CORRUPTION**

## NOTICE INVITING TENDER

The sealed tenders/bids are invited on item rate basis from **reputed printing firms** registered with Federal Board of Revenue (FBR), Income Tax and Sindh Revenue Board, having at least five years of experience in the relevant services with any university or large reputed organization.

Sr. #	Tender Description	Tender Fee	Bid Procedure	Bid Sec:
01	Procurement of Prospectus	3,000/- (Non-Refundable)	Single Stage – One Envelope	2% of total bid.
<b>Purchase Date</b>		24-October-2017 to 08November-2017		
<b>Bids Submission</b>		09-11-17 at 11:00(A.M.)		
<b>Bid Opening</b>		09-11-17 at 11:30(A.M.)		
<b>Bid Submission and Opening</b>		In Conference Hall of Vice Chancellor's Secretariat.		
<i>Note:</i> In case of any unforeseen situation or official / government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time.				

The Interested bidders can obtain bid document from the office of Purchase Officer (PUMHSW) on the submission of a written application in the name of Vice Chancellor PUMHSW, along with NTN, GST Certificates and Pay Order / Demand Draft of tender fee during office hours.

The Bid Documents are also available at PUMHSW website: [www.pumhs.edu.pk](http://www.pumhs.edu.pk) and as well as from SPPRA websites: [www.pprasinhd.gov.pk](http://www.pprasinhd.gov.pk).

The bidders should have Printing Press and skilled man power, which would be physically checked.

Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount, bids received after specific date and time and bids of Black Listed firms will be rejected.

**The Procuring Agency reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended 2013).**

Director Academics PUMHSW & Convener, C.P.C.  
PMC Hospital Road, PUMHSW, Shaheed Benazirabad

# Instructions to Bidders. (ITB)

## INTRODUCTION

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

1.1 Peoples University of Medical & Health Sciences for Women, Nawabshah (Shaheed Benazirabad), intends to procure **Prospectus** from University budget. The procurement will be financed through the grant provided by the Government of Sindh / Higher Education Commission.

### 2. **ELIGIBLE BIDDERS**

2.1 This Invitation for Bid is open to all firms having experience in the relevant field within Pakistan or abroad, and their Authorized Agents / Importers / Bidders / Distributors.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be procured under this Invitation for Bid.

2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Federal Govt. or Provincial Govt.

2.4 Bidder should not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization.

### 3. **ELIGIBLE GOODS**

3.1 All goods (mention in the bill of quantities) and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services.

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

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## THE BID DOCUMENT

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

5.1 The Bidding Document: In addition to the Notice Inviting Tender(NIT), the bidding document include:

- i. Instructions to Bidders (ITB).
- ii. General Conditions of Contract(GCC).
- iii. Special Conditions of Contract (SCC).
- iv. Schedule of Requirements / Bill of Quantities.
- v. Bid Declaration.
- vi. Terms and Condition.

5.2 In case of discrepancies between the Invitation for Bid (IFB) / Tender Notice and the Biding Document, the Bid Document shall take precedence.

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

### 6. **CLARIFICATION OF BID DOCUMENT**

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

## **7. AMENDMENT OF BID DOCUMENT**

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

## **PREPARATION OF BID**

### **8. BID PROCEDURE**

#### **8.1 Single Stage - One Envelope Procedure under SPPRA Rule number 46-1.**

- (a) Bid shall comprise a single package financial proposal
- (b) Procuring agency shall evaluate the proposals in a manner prescribed in advance, without reference to the price and reject any proposal, which does not conform to the specified requirements; and
- (c) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.
- (d) The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.

### **9. LANGUAGE OF BID**

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

### **10. DOCUMENTS COMPRISING THE BID**

The bid prepared by the Bidder shall comprise the following:

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

### **11. BID FORM**

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

### **12. BID PRICES**

- 12.1 The Bidder shall indicate the unit prices and total bid price of the goods; it proposes to supply under the contract.
- 12.2 Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account.
- 12.3 A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.
- 12.4 If it was proved during the contract period that bidder has supplied the contracted item(s) to any other purchasing agency in Pakistan at the prices lower than the contracted prices, the balance amount will be deducted from the bill and / or security deposit of the bidder

### **13. BID CURRENCIES**

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

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

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

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

- 14.1 Pursuant to *ITB Clause 8*, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

#### **16. BID SECURITY**

- 16.1 The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the Bid Data Sheet.
- 16.2 The Bid Security shall remain valid for a period of 28 days beyond the bid validity period. or till it is revalidated/extended for a period mutually agreed upon by the procuring agency and tenderer.
- 16.3 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 16.4 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity; or (b) in the case of a successful Bidder, the Bidder fails:
    - (i) to sign the Contract; or
    - (ii) to complete the supplies in accordance with the General / Specific Conditions of Contract.
    - (iii) to furnish performance security after the ward of contract.
- 16.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency.
- 16.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract and submission of performance security, *pursuant to ITB Clause 32*.

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

- 17.1 Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 17.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under *ITB Clause 16* shall also be suitably extended.
- 17.3 A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.
- 17.4 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

### **SUBMISSION OF BIDS**

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

- 18.1 The envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) bear the specific identification Name and NIT reference number;
  - (c) bear the Procuring Agency's name and address
  - (d) a statement: "**DO NOT OPEN BEFORE,**" the time and date specified in the Bid Data Sheet.
- 18.2 If the envelope is not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

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

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

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

**20. LATE BID**

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

**21. MODIFICATION AND WITHDRAWAL OF BIDS**

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

**OPENING AND EVALUATION OF BIDS**

**22. OPENING OF BIDS BY THE PROCURING AGENCY**

- 22.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening.
- 22.3 No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to *ITB Clause 20*.
- 22.4 Bids (and modifications sent pursuant to *ITB Clause 21.1*) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.5 The Procuring agency will prepare minutes of the bid opening.

**23. CLARIFICATION OF BIDS**

- 23.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**24. PRELIMINARY EXAMINATION**

- 24.1 The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to *ITB Clause 25* the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Taxes and Duties, will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

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

- 25.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to *ITB Clause 24*.
- 25.2 The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) inclusive of prevailing duties/taxes and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 **Litigation History:** The Bidder should not be involved in any litigation with the Procuring Agency/Govt. Deptt: (Provincial/Federal), else their bid will be rejected.

## **26. CONTACTING THE PROCURING AGENCY**

- 26.1 No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Agency, it may do so in writing.
- 26.2 Any direct or indirect effort by a bidding firm to influence the Procuring Agency during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Procuring Agency's future bids.

## **27. REJECTION OF BIDS**

- 27.1 Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.
- 27.2 The **erasing and/or alterations**, if any, in the Tender shall be authenticated by the authorized person by his full signature. Use of white fluid markers shall lead to rejection of bids.
- 27.3 **Ambiguous and incorrect answers** and/or incorrect filling of Tender Documents will render the tender liable to rejection.

## **28. RE-BIDDING**

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

## **29. ANNOUNCEMENT OF EVALUATION REPORT**

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

## **F. AWARD OF CONTRACT**

### **30. POST-QUALIFICATION**

- 30.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- 30.2 The determination will take into account the Bidder's financial and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring agency deems necessary and appropriate.
- 30.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **31. AWARD CRITERIA**

- 31.1 Subject to *ITB Clause 30*, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.



### **32. PROCURING AGENCY'S RIGHT TO VERY QUANTITIES AT TIME OF AWARD**

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

### **33. PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 33.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the successful Bidder's furnishing of the performance security, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to *ITB Clause 16.5*.

### **34. LIMITATIONS ON NEGOTIATIONS**

- 34.1 The Procuring Agency reserves the right to hold negotiation on delivery schedule or completion schedule for all the items or any item.
- 34.2 Negotiations will not be used to change substantially:
- 34.2.1 the details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
- 34.2.2 the terms and conditions of the Contract and;
- 34.2.3 anything affecting the crucial or deciding factors in the evaluation of the proposals / bid and / or selection of successful bidder.

### **35. NOTIFICATION OF AWARD**

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

### **36. SIGNING OF CONTRACT**

- 36.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency will send the bidder Contract Form, incorporating all points of agreement between the Parties.
- 36.2 Seven days after the official announcement of the award, both the successful Bidder and the Procuring Agency will sign and date the Contract on legal stamp paper valuing 0.3% of the value of contract, (cost shall be borne by the bidder). In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of Procuring Agency for a period upto five Years. In such a situation, the Procuring Agency may make the award to the next lowest evaluated responsive bidder or move for re-bid.

### **37. PERFORMANCE SECURITY**

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

### **38. CORRUPT OR FRAUDULENT PRACTICES**

- 38.1 The Procuring Agency and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
  - (b) the Procuring Agency will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Procuring Agency.
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract.
- 34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

## **B: General Conditions of Contract (GCC)**

The **Scope of the Contract** shall be the *designing, production, photography by reputed professional photographer, printing and supply of Prospectus* for PUMHSW, in accordance with the Specifications and Bill of Quantities enclosed in this Tender Document.

### **1. DEFINITIONS**

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

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- (c) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "Services" means the services required to the supply of the goods, such as mention in the bill of quantities.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the Peoples University of Medical & Health Sciences for Women (PUMHSW), Shaheed Benazirabad.
- (h) **The Vice Chancellor** shall mean the Vice Chancellor of the Peoples University of Medical & Health Sciences For Woman (PUMHSW) Shaheed Benazirabad Sindh, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Director Academics / Chairman Central Purchase Committee PUMHSW.
- (i) "The Bidder" means the individual or firm supplying the goods under this Contract.
- (j) The "Contract Price" shall mean the sum mentioned in or calculated in accordance with the provisions of the Contract, which is to be paid to the Contractor for satisfactory execution of the Contract in accordance with these Conditions of Contract.
- (k) The "Specifications" shall mean the specifications mentioned in the bill of quantities as well as the samples and patterns if any.
- (l) "Day" means official working day excluding national / official holiday.
- (m) "Month" shall mean the Calendar month.
- (n) Writing shall include any manuscript, type-written, printed or other statement reproduced in any visible form and whether under seal or under hand.

### **2. APPLICATION**

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

### **3. STANDARDS**

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the bill of quantities.

### **4. USE OF CONTRACT DOCUMENTS AND INFORMATION**

4.1 The Bidder shall not without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be necessary, to such performance and not further or otherwise.

- 4.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information except for purposes of performing the Contract.
  - 4.3 Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
  - 4.4 The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.
5. ***PATENT RIGHTS***
- 5.1 The Bidder shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
6. ***PERFORMANCE SECURITY***
- 6.1 The successful Bidder shall furnish Performance Security as per rate mention in bid data sheet. Upon submission of Performance Security, the Bid Security will be returned to the Bidder. The amount of Performance Security is specified at Bid Data Sheet.
  - 6.2 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated Bidder at the risk and cost of the former.
  - 6.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
    - i a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
    - ii a cashier's or certified check.
  - 6.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
7. ***RIGHTS OF THE UNIVERSITY***
- 7.1 The University reserves the right to award the contract to one bidder or divide it among several bidders. In the Event when two or more then bidders have same weightage than the quantity of the supply shall be distributed equally among all in that specific item.
8. ***INSPECTIONS***
- 8.1 The Procuring Agency or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications at the cost payable by the Bidder.
  - 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Procuring agency.
  - 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
  - 8.4 The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Procuring Agency's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.

9. ***PACKING***  
9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination.
10. ***DELIVERY AND DOCUMENTS***  
10.1 The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Bidder are mention in the Bid Data Sheet.
11. ***PAYMENT***  
11.1 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.  
11.2 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.  
11.3 The currency of payment is Pak. Rupees
12. ***ASSIGNMENT***  
12.1 The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.
13. ***PRICES***  
13.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
14. ***DELAYS IN THE BIDDER'S PERFORMANCE***  
14.1 Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements / Contract Award.  
14.2 If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.  
14.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
15. ***PENALTIES LIQUIDATED DAMAGES***  
15.1 In case of late delivery, even for reasons beyond control, penalty will be imposed upon the Bidder / Manufacturer. The Procuring Agency may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.
16. ***FORCE MAJEURE***  
16.1 The Bidder shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign

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

17. **ARBITRATION AND RESOLUTION OF DISPUTES**

17.1 The Procuring Agency and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

17.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

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

18. **GOVERNING LANGUAGE**

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

19. **APPLICABLE LAW**

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

20. **NOTICES**

20.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

20.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

21. **TAXES AND DUTIES**

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

## **D: Special Conditions of Contract (SCC)**

### **1. DEFINITIONS (GCC CLAUSE 1)**

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

GCC 1.1 (i) The Bidder is: \_\_\_\_\_  
(name and address of the successful bidder)

### **2. BID SECURITY (ITB CLAUSE 16)**

1. The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security in Pak Rupees (as mention in bid data sheet) of the total bid value in the shape of Bank Draft / Pay Order / Call Deposit / Bank Guarantee in the name of the Peoples University of Medical & Health Sciences for Women (PUMHSW), Nawabshah, Shaheed Benazirabad.
2. The financial bid found deficient of the Bid Security will be rejected.
3. No personal cheque in lieu thereof will be acceptable at any cost.
4. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance Security of the Contract amount that will remain with the Peoples University of Medical & Health Sciences, Shaheed Benazirabad till satisfactory completion of the Contract period.

### **3. PERFORMANCE SECURITY (ITB CLAUSE 37)**

The amount of performance security shall be as bid data sheet.

### **4. INSPECTIONS**

The goods received in the Peoples University of Medical & Health Sciences for Women, Shaheed Benazirabad, from the Bidder will be thoroughly inspected and examine by a Procuring agency

### **5. DELIVERY AND DOCUMENTS**

Delivery should be made as mention in the bid data sheet if the contract is awarded. Else Penalty will be charged.

The Supplier shall mail the following documents to the Procuring agency at the time delivery:

- (i) Copy/s of the Bill / GST invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Manufacturer's or Supplier's warranty certificate: (if Applicable);

### **6. PAYMENT (GCC CLAUSE 11)**

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

- i. ***For Goods supplied from within the Procuring Agency's country:***
  - (a) Payment shall be made in Pak Rupees.
  - (b) The payment will be made to the Bidder within 30 days of the receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respect and signed and stamped by the Chairman of the Inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specifications laid down in the bidding documents.

### **7. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 20)**

In case deliveries are not completed within the time frame specified in the schedule of requirements / contract, a Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of nondelivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of

Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for three years for future participation in bids:

The liquidated damage shall be 0.5 % per week or part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Agency shall rescind the contract, without prejudice to other courses of action and remedies open to it.

8. **ARBITRATION" AND RESOLUTION OF DISPUTES:** Dispute resolution mechanism to be applied shall be as follows:
- 8.1 Complaint Redressal Committee.
  - 8.2 In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties
9. **PACKING:** The packing, marking and documentation within and outside the packages shall be as per manufacturer standards meeting the safety requirements of the goods.
12. **GOVERNING LANGUAGE:** The language of this Contract shall be English.
11. **APPLICABLE LAWS:** The Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.
12. **NOTICES**

<i>Procuring Agency's address</i>	<i>Bidder's address for notice purposes</i>
<b>PROF. DR. SHAMSUDDIN SHAIKH</b> Director Academics PUMHSW & Convener, Central Purchase Committee PUMHSW, Shaheed Benazirabad Email: procurement@pumhs.edu.pk Contact: 0244-9370428	Name of Bidder: Name of Contact Person & Designation: Phone No. Fax No. Mobile Phone No. Email Address



## BID DATA SHEET

### Introduction

<b>Procuring Agency</b>	<b>PEOPLES UNIVERSITY OF MEDICAL &amp; HEALTH SCIENCES FOR WOMEN, SHAHEED BENAZIRABAD, SINDH, PAKISTAN</b>
	<b>PROCUREMENT OF GOODS: Procurement of Prospectus</b>
<b>Bid Procedure:</b>	<b>Single Stage - One Envelope</b>
Bid Document can be purchased from the office of	<i>Purchase Officer, Directorate of Finance, PUMHSW, (Nawabshah, Shaheed Benazirabad). PTCL # 0244-366210. Email: Purchase.officer@pumhsw.edu.pk</i>
<b>Language:</b>	English
<b>Bid Currency:</b>	The price quoted shall be Pakistani Rupee.
<b>Eligibility Requirement:</b>	The bidders must be registered with Federal Board of Revenue (FBR), Income Tax and Sindh Revenue Board. The bidders should have Printing Press and skilled man power, which would be physically checked. The Bidder/s should have Minimum <b>Five years</b> of experience in the supply of similar type of Goods.
<b>Bid Security:</b>	<b>2%</b> of the total bid quoted.
<b>Bid Validity:</b>	The bid should be valid for 90 days
<b>Performance Security:</b>	<b>10%</b> of the total bid quoted.
<b>Purchase Date:</b>	<b>07<sup>th</sup> November 2017 to 07<sup>th</sup> November 2017</b>
<b>Bid submission</b>	<i>(date &amp; time): 07<sup>th</sup> November 2017 upto 11:00am</i> Note: Bids received after the due date and time will not be entertained.
<b>Bid opening</b>	<i>(date &amp; time): 07<sup>th</sup> November 2017 upto 11:30am</i>
<b>Bid opening place</b>	In Conference Hall of Vice Chancellor's Secretariat
<b>Delivery Period</b>	<b>3-4 weeks at PUMHSW</b>
<b>Inspection:</b>	The goods will be verified by the committee as per specification mention in the award of contract and accordingly accepted. Else will be return to the bidder.
<b>Bid Evaluation:</b>	The bids will be evaluated as <i>ITB clause 22,23, 24, 25, 26 and 27.</i>
	The quantity at any time can be increased / decreased or can deleted at any time

## Section IV. Schedule of Requirements

Peoples University of Medical & Health Sciences

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

### PROCUREMENT OF PROSPECTUS

For the Admission

DPT, Pharm-D, BS Public Health Sciences, BS Nursing & Post RN

(Session 2017-18)

S. No	Requirement for Printing of Prospectus	Quantity	Unit	Price	Amount
01.	<p><i>Designing, Production, Photography by Reputed Professional Photographer, Printing and Supply of Prospectus</i></p> <p><b>Specification:</b></p> <ol style="list-style-type: none"><li>1. Approximate pages of the University prospectus – 100 or more pages</li><li>2. Size = 10.75” x 8.5”</li><li>3. Quality of Paper = 170 Grams Matt Paper and 4 page (Title) on 260 Grams Art Card with Matt Lamination &amp; UV.</li><li>4. Printing = 4 Color offset printing with gum binding.</li></ol>	1000 No.			

Note :

- i. The samples are available in the Office of the Director Admissions which are designed by Professional Graphic Designer and Photography by Professional Photographer of Repute.
- ii. It is of utmost importance that bids should be submitted very carefully.
- iii. The previously made prospectus must be attached in a separate envelop with bid document.
- iv. The entire quantity of the ordered goods shall be delivered within 3-4weeks or earlier from the date of issuance of supply order / contract award.
- v. The delivery period shall start from the date of award of contract / contract signature.

**Contractor**  
Sign with stamp

**Director Academics(PUMHSW) & Convener, C.P.C.**  
PMC Hospital Road, PUMHSW, (SBA)

## **TERMS & CONDITIONS**

1. Before supply of the prospectus (in case of supply order is issued) samples will have to be approved by the Admission Department.
2. The Successful bidders will be bound to carry out job according to specification provide in the BOQ with in specified time given in the supply order, failing which his earnest money shall be forfeited. The successful bidder has to furnish such undertaking in writing on the stamp paper of Rs: 100.
3. The quantity at any time can be increased / decreased or can deleted at any time.
4. Joint inspection will be carried out by the consignee & representative of Bidder with technical assistance from concerned specialist/end user.
5. Rejected consignment shall be returned back to dealers / suppliers at their own cost.
6. In case of failure on the part of publisher to supply the prospectus as per specification or within the stipulated time without getting extension, penalty of 0.5% of the supply order per week or part thereof up to maximum limit of 10% will be imposed on the supplier.
7. Income tax, G.S.T, Stamp duty & other applicable taxes and duties at the government prescribed rates are deductible from the bill.
8. The rates should be given inclusive of GST, Income Tax & any other government duty.
9. The item(s) which is/are exempted from GST, the rates for the same must be quoted accordingly, stating clearly in BOQ, the cost of all those item(s) excluding G.S.T at the time of payment, no claim for GST shall be paid.
10. Payment will be made on availability of funds, if delayed due to any reason; no extra interest / mark-up will be accepted / paid.
11. An amount equivalent to 10 % of security deposit shall be withheld from the bills which will be refunded after two months of satisfactory completion of the job.

**Contractor**  
Sign with stamp

**Director Academics(PUMHSW) & Convener, C.P.C.**  
PMC Hospital Road, PUMHSW, (SBA)

## BID DECLARATION FORM

1. Name of Interested Firm : \_\_\_\_\_

2. CNIC# : \_\_\_\_\_  
(Please attach Copy of CNIC)

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

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

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

6. Contact Person : \_\_\_\_\_

7. Postal Address : \_\_\_\_\_  
\_\_\_\_\_

8. Email Address : \_\_\_\_\_

9. Telephone: PTCL \_\_\_\_\_ Cell Phone \_\_\_\_\_  
(Compulsory)

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

**Contractor**  
Sign with stamp