

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



BID DOCUMENT

SINGLE STAGE - TWO ENVELOPE BIDDING PROCEDURE

Technical Proposal

**PROCUREMENT OF
MEDICAL & LABORATORY EQUIPMENT
FOR PUMHSW**

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

“SAY NO TO CORRUPTION”

**No. PUMHSW/CPC/PROC:/101
March 28, 2018**

NOTICE INVITING TENDER

PUMHSW invites sealed bids from firms having registration with Income Tax, Sales Tax, Sindh Revenue Board (whichever is applicable) to participate in following:

Sr.	Tender Description
01	Procurement of Furniture & Fixture for DPT Hostel @ New Campus
02	Procurement of Medical & Laboratory Equipment
03	Procurement of Electrical, Electronics & Mechanical appliances
04	Procurement of Furniture Items for University Department
05	Procurement of Chemical & Glassware
06	Procurement of I.T. Equipment & Hardware

Tender Fee	2,000/- for each tender	
Bid Security	02 % for each tender	
Bid Purchase Date	From 03-04-2018 To 17-04-2018	
Bids Submission	18-04-2018 at 11:00 A.M.	
Bid Opening	18-04-2018 at 11:30 A.M.	
Bid Procedure	Single Stage-Two Envelop	Serial No. 01 & 02
	Single Stage-One Envelop	Serial No. 03 to 06

Eligibility Criteria

1. The bidders must have at-least 03 years of experience in the relevant field.
2. Details of turn-over of at least last three years (details are mention in the bid document).
3. Registration with Income Tax, Sales Tax and Sindh Revenue Board.
4. The bidder has to fill and submit all the appendix given in bid document.
5. Manufacturer Authorization Letter (Where applicable).

The tender fee (non-refundable) and bid security in shape of pay order must be in the favor of Vice Chancellor, PUMHSW. The tender documents can be obtained and shall be submitted in the office of Purchase Officer as per schedule mentioned in the above table. The bid documents are also downloaded from websites of SPPRA www.pprasindh.gov.pk and PUMHS www.pumhs.edu.pk.

PROF. DR. SHAMSUDDIN SHAIKH
Director Academics
& Chairman,
Central Purchase Committee

A: Instructions to Bidders. (ITB)

1. INTRODUCTION

1. SOURCES OF FUNDS

Recurring Budget 2017–2018 of Peoples University of Medical & Health Sciences, Nawabshah(SBA). The eligible payment under the contract is to be made from allocated budget.

2. ELIGIBLE BIDDERS

2.1 This Invitation for Bids is open to all original Manufacturers, within Pakistan and abroad, and their Authorized Agents / Importers / Bidders / Distributors.

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

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

2.4 Bidder should not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization in accordance with sub **clause 35.1**.

3. ELIGIBLE GOODS

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term “Goods” includes any Goods that are the subject of this Invitation for Bids and the term “Services” shall include related services such as transportation, insurance etc. **The “Origin” means the place where the “goods” are mined, grown, or produced, or the place from which the “related services” are supplied.** Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2. THE BIDDING PROCEDURE

4. Single Stage - Two Envelope Procedure under SPPRA Rule number 46-2.

- (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (b) Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (d) Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (f) No amendments in the technical proposal shall be permitted during the technical evaluation;

- (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
 - (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
 - (j) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.
- 4.2 The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.

3. THE BIDDING DOCUMENTS

5. CONTENTS OF BIDDING DOCUMENTS

5.1 The Bidding Documents:

In addition to the Invitation for Bids (IFB) / Tender Notice, the bidding documents include:

- i. Instructions to Bidders (ITB);
- ii. General Conditions of Contract(GCC)
- iii. Special Conditions of Contract (SCC)
- iv. Schedule of Requirements
- v. Technical Specifications
- vi. Article of Agreement
- vii. Manufacturer's Authorization Form
- viii. Performance Guarantee Form;
- ix. Bid Form; and
- x. Price Schedules.
- xi. Evaluation Criteria for Technical & Financial Proposals.

5.2 In case of discrepancies between the Invitation for Bids (IFB) / Tender Notice and the Bidding Documents, the Bidding Documents shall take precedence.

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

6. AMENDMENT OF BIDDING DOCUMENTS

6.1 At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.

6.2 All prospective bidders that have received the bidding documents will be notified the amendment(s) in writing, which will be binding on them.

6.3 In order to allow prospective bidders reasonable time to take the amendment(s) into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submission of the bids.

4. PREPARATION OF BIDS

7. LANGUAGE OF BID

7.1 Preparation of Bids

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

8. DOCUMENTS COMPRISING THE BID

8.1 The bid prepared by the Bidder shall comprise the following:

- (a) Bid Form;
- (b) Price Schedule;
- (c) Documentary evidence to the effect that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (d) Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible goods and related services as defined in clause-3 and conform to the bidding documents; and
- (e) Bid Security.

9. BID PRICES

9.1 The prices and discounts quoted by the Bidder in the Bid Form and in the Price Schedules shall conform to the requirements specified below.

9.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.

9.3 The price to be quoted in the Bid Form shall be the total price of the Bid excluding any discounts offered.

9.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form.

9.5 Prices proposed in the Price Schedule Forms for Goods, shall be disaggregated, when appropriate. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Procuring Agency's right to contract on any of the terms offered:

- (a) Price Schedule for Goods offered from within the Procuring Agency's country:
 - (i) Detailed Specification of Stores
 - (ii) Model / Cat No.
 - (iii) Name of Manufacturer.
 - (iv) Country of Origin
 - (v) Quantity of Stores
 - (vi) Unit
 - (vii) the unit price of the goods quoted on delivered duty paid (DDP) basis, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods, or on the previously imported goods of foreign origin;

- (viii) If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes during the contract period shall be passed on to the Procuring Agency; and
 - (ix) the total price for the item.
- (b) Price Schedule for Goods offered from outside the Procuring Agency's country:
- (i) Detailed Specification of Stores
 - (ii) Model / Cat No.
 - (iii) Name of Manufacturer
 - (iv) Country of Origin
 - (v) Quantity of Stores
 - (vi) Unit
 - (vii) Currency of Bid
 - (viii) the unit price of the goods quoted on CFR / C&F basis (Karachi Port), in the Procuring Agency's country;
 - (ix) the total price for the item in foreign currency.
- 9.6 Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price / alternate price quotation shall be treated as nonresponsive and shall be rejected.
- 9.7 If it was proved during the contract period that bidder has supplied the contracted item(s) to any other purchasing agency in Pakistan at the prices lower than the contracted prices, the balance amount will be deducted from the bill and / or security deposit of the bidder.

10. BID CURRENCIES

- 10.1 Prices shall be quoted in Pakistani Rupees for goods offered within the Procuring Agency's country on delivered duty paid (DDP).
- 10.2 Price shall be quoted in foreign currency for goods offered outside the Procuring Agency's country on CFR / C&F Basis. For the purpose of comparison, the prices quoted shall be converted to equivalent prices in Pakistani Rupees on the basis of the official State bank rate prevalent on the date of opening of the financial bid.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 11.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Agency's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Procuring Agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical

Specifications; and

- (d) that the Bidder meets the evaluation & qualification criteria of bidding document.

12. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

- 12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 12.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods; and
 - (b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications, verifiable from products authenticated source i.e. website etc.
- 12.4 For purposes of the commentary to be furnished pursuant to ITB Clause 12.3(b) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications for such substitutes the bidder has to furnish its substituted supplies or alternative bids as provided under ITB clause 15.
- 12.5 It must be noted that the bid must be submitted for the items provided in the Bill of Quantities(BoQ).

13. BID SECURITY

- 13.1 The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the Bid Data Sheet and SCC. Unsuccessful bidders' Bid Security will be returned soon after approval of the successful Bidder. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the Performance Security bond, duly guaranteed by a scheduled bank.
- 13.2 The Bid Security shall remain valid for a period of 28 days beyond the bid validity period. or till it is revalidated/extended for a period mutually agreed upon by the tenderer and the Director Academics / Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad.
- 13.3 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.4 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity; or (b) in the case of a successful Bidder, the Bidder fails:
 - (i) to sign the Contract; or

- (ii) to complete the supplies in accordance with the General / Specific Conditions of Contract.

14. BID VALIDITY

- 14.1 Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 14.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

15. ALTERNATIVE BIDS

- 15.1 If any bidder elects to submit alternative proposal(s), complete information on the alternative items including all data relating to technical specifications shall be given as per following table.

Sr. No.	Description of Stores	Statement of Variation from Specifications	Reasons for Variations

5. SUBMISSION OF BIDS

16. SEALING AND MARKING OF BIDS

- 16.1 The envelopes shall:
 - (a) bear the name and address of the Bidder;
 - (b) bear the specific identification Name and Number of this bidding process indicated in the Bid Data Sheet; and
 - (c) bear the Procuring Agency’s name and address i.e. Peoples University of Medical & Health Sciences for Women (PUMHSW), PMC Hospital Road, Nawabshah (Shaheed Benazirabad), and a statement: **"DO NOT OPEN BEFORE,"** the time and date specified in the Bid Data Sheet.
- 16.2 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

17. DEADLINE FOR SUBMISSION OF BIDS

- 17.1 Bids must be submitted by the bidders and received by the Procuring Agency at the specified address not later than the time and date specified in the Bid Data Sheet.
- 17.2 The Procuring Agency may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. LATE BID

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

19. **WITHDRAWAL OF BIDS**

- 19.1 The Bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.

6. OPENING AND EVALUATION OF BIDS

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

- 22.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 19) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

21. **CLARIFICATION OF BIDS**

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

22. **PRELIMINARY EXAMINATION**

- 22.1 The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Taxes and Duties, will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

23. EVALUATION AND COMPARISON OF BIDS

- 23.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 23.2 The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) inclusive of prevailing duties/taxes and C&F / CNF basis and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 23.3 The Procuring Agency's evaluation of a bid will take into account, in addition to the bid price quoted, one or more of the following factors, and quantified in ITB Clause 24:
- (a) **Incidental costs**
Incidental costs provided by the bidder will be added by Procuring Agency to the bid price at the final destination.
 - (b) **Delivery schedule offered in the bid**
The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement.
 - (c) **Deviations in payment schedule from that specified in the Special Conditions of Contract**
Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.
 - (d) **Cost of components, mandatory spare parts, and service**
The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.
 - (e) **Availability of spare parts and after sales services for the equipment offered in the bid**
The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.
 - (f) **Projected operating and maintenance costs during the life of the equipment;**
Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.
 - (g) **Performance and productivity of the equipment offered**
Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an

amount will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

24. EVALUATION / QUALIFICATION CRITERIA

24.1 Merit Point System:

The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.

A. PRODUCT EVALUATION

S#	PARAMETERS	SUB-PARAMETERS	Total Marks
1	Conformity to the Purchaser's Specifications		20
		Fully compliant with the required specifications	20
		Compliant with minor deviation (up to 10% subject to main function is not effected)	15
2	Product Certification		14
		Food and Drug Administration (FDA) 510K and European Community (CE) MDD or Japan Industrial Standard (JIS) / Japan Quality Assurance Organization (JQAO)	14
		European Community (CE) MDD and Japan Industrial Standard (JIS) / Japan Quality Assurance Organization (JQAO)	12
		Food and Drug Administration (FDA) 510K	10
		European Community (CE) MDD	08
		Japan Industrial Standard (JIS)/Japan Quality Assurance Organization (JQAO)	08
TOTAL MARKS PRODUCT EVALUATION (A)			34

B. BIDDER EVALUATION

S#	PARAMETERS	SUB-PARAMETERS	Total Marks
3	Legal Requirement		13
		1. Manufacturers, their agents, authorized dealers those who are having "MAL" (Manufacturer's Authorization Letter) addressed to the name of Peoples University of Medical & Health Sciences are eligible to participate in the Bidding. MAL is compulsorily required to ensure "after-sale-support" from Manufacturer and assurance of supply of genuine material	5
		2. Manufacturer Authorization	3
		Price Schedule (without prices)	4
		Bid Form (without prices)	4
4	Technical Staff		13
		Simple Technician (minimum two)	2
		Diploma Engineers (minimum two)	3
		Graduate Engineers (For High Tech / Critical equipment Graduate Engineer of relevant field is mandatory for each product) (minimum two)	5
		MSc / PhD qualification/Foreign training	3

5	Networking and Training		8
		Networking setup across Pakistan (1 mark for each setup upto maximum 6)	6
		Certificate to the affect that the firm will provide training in the use of equipment to the relevant technical staff. Training plan must be attached with certificate	2
6	Delivery		6
		4 to 6 Weeks or earlier	6
		7 to 12 Weeks or earlier	2
7	Past Experience / Performance		14
		Satisfactory performance certificate for the quoted equipment from the medical institutions within Pakistan (2 mark for each completion certificate / supply order up-to maximum 14)	14
8	Financial Status		6
		Bank Certificate	2
		Last year verified Balance Sheet / Income Tax Return Forms	2
		Yearly turn-over of over 50 Million	2
9	Bonus points		6
		Warranty period extension free of cost (the firm offered greater period will get the marks)	2
		Comparative Running Cost (consumables / reagents / replacement parts)	2
		Post warranty maintenance contract, including service and parts, rates (companies to offer percentage (%) of the contract value in the technical bid. The lowest will get the full marks)	2
TOTAL BIDDER EVALUATION (B)			66
GRAND TOTAL (A + B)			100

Note:

- If a bidder fails to obtain minimum 20 marks, against the criteria “**Conformity to the Purchaser's Specifications**” and **unable to provide valid manufacture Authorization** his offer will not be considered for further evaluation and rejected.
- Bidders achieving minimum 70 marks will be considered only for further process.

PROF. DR. SHAMSUDDIN SHAIKH

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

24.2 Litigation History

The Bidder should not be involved in any litigation with the Procuring Agency/Govt. Deptt: (Provincial/Federal), else their bid will be rejected.

25. CONTACTING THE PROCURING AGENCY

25.1 No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Agency, it may do so in writing.

25.2 Any direct or indirect effort by a bidding firm to influence the Procuring Agency during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Procuring Agency's future bids.

26. REJECTION OF BIDS

26.1 Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.

27. RE-BIDDING

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

28. ANNOUNCEMENT OF EVALUATION REPORT

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

7. AWARD OF CONTRACT

29. ACCEPTANCE OF BID AND AWARD CRITERIA

29.1 The bidder with lowest evaluated bid under clause 22, 23 & 24, if not in conflict with any other law, rules, regulations or policy of the Government, will be awarded the contract within the original or extended period of bid validity.

30. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES

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

31. LIMITATIONS ON NEGOTIATIONS

31.1 The Procuring Agency reserves the right to hold negotiation on delivery schedule or completion schedule for all the items or any item.

31.2 Negotiations will not be used to change substantially:

- i. the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
- ii. the terms and conditions of the Contract and;

- iii. anything affecting the crucial or deciding factors in the evaluation of the proposals / bid and / or selection of successful bidder.

32. NOTIFICATION OF AWARD

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

33. SIGNING OF CONTRACT

- 33.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency will send the bidder Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.
- 33.2 Seven days after the official announcement of the award, both the successful Bidder and the Procuring Agency will sign and date the Contract on legal stamp paper valuing 0.35% of the value of contract, (cost shall be borne by the bidder). In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of Procuring Agency for a period upto five Years. In such a situation, the Procuring Agency may make the award to the next lowest evaluated responsive bidder or move for re-bid.

34. PERFORMANCE SECURITY

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

35. CORRUPT OR FRAUDULENT PRACTICES

- 35.1 (a) the Procuring Agency and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- (b) the Procuring Agency will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Procuring Agency.

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract.

B: General Conditions of Contract (GCC)

The **Scope of the Contract** shall be the supply, delivery, installation, putting into operation and demonstration of the working of the Lab Equipment for PUMHSW, in accordance with the technical Specifications and Bill of Quantities enclosed in this Tender Document.

1. DEFINITIONS

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

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- (c) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, printing of special instructions on the label and packing, design and logo of the Procuring Agency, transportation of goods up to the desired destinations and other such obligations of the Bidder covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the Peoples University of Medical & Health Sciences for Women (PUMHSW), Shaheed Benazirabad.
- (h) **The Vice Chancellor** shall mean the Vice Chancellor of The Peoples University Of Medical & Health Sciences For Woman Shaheed Benazir Abad Sindh, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Director Academics / Chairman Central Purchase Committee PUMHSW Shaheed Benazirabad
- (i) "The Bidder" means the individual or firm supplying the goods under this Contract.
- (j) The "Contract Price" shall mean the sum mentioned in or calculated in accordance with the provisions of the Contract, which is to be paid to the Contractor for satisfactory execution of the Contract in accordance with these Conditions of Contract.
- (k) "Lab Equipment" for PUMHSW shall mean and include all Lab Equipment, literature, materials and articles to be provided by the Contractor under the Contract.

- (l) The "Specifications" shall mean the specifications annexed to or issued, herewith, and shall include the schedule and drawings attached hereto as well as the samples and patterns if any.
- (m) "Day" means official working day excluding national / official holidays.
- (n) "Month" shall mean the Calendar month.
- (o) Writing shall include any manuscript, type-written, printed or other statement reproduced in any visible form and whether under seal or under hand.

2. APPLICATION

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

3. STANDARDS

- 3.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications goods eligibility criteria.
- 3.2 The bidder must ensure / also warrant the use of best material in the making of Lab Equipment for the PUMHSW, SBA by the find that the Specifications for any items the Lab Equipment are lacking in details, they may give their own proposals with detailed specifications, preferably three alternate proposals if possible.
- 3.3 The Lab Equipment for PUMHSW, Shaheed Benazirabad offered by the tenders must be of a quality suitable for the purposes and operations for which they are required, and must be capable of rendering the required performance and services at site in the local conditions of extreme tropical climate, air, dust, water, power and fuel at Shaheed Banirabad
- 3.4 The Hardware for operation of Lab Equipment will be made available by University.
- 3.5 Wherever possible or feasible, each item of Lab Equipment offered must have its own protection devices, e.g, overload protection by circuit breakers or fuses, or voltage stabilizer for electric equipment.
- 3.6 The successful bidders may be asked to supply list of spares for 5 years satisfactory operation of any item of Lab Equipment, prior to award of the contract.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Bidder shall not without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be' necessary, to such performance and not further or otherwise.
- 4.2 Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
- 4.3 The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.

5. PATENT RIGHTS

5.1 The Bidder shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

6. RIGHTS OF THE UNIVERSITY

6.1 The University reserves the right to award the contract to one bidder or divide it among several bidders. In the Event when two or more then bidders have same weightage than the quantity of the supply shall be distributed equally among all in that specific item.

7. ENSURING STORAGE ARRANGEMENTS

7.1 To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency at least two weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the time of supply, the Procuring Agency shall, seven days prior to such a situation, inform the Bidder, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Bidder abides by the given time frame, he will not be penalized for delay.

8. INSPECTIONS, TESTS AND TRAINING

8.1 The Procuring Agency or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications at the cost payable by the Bidder.

8.2 The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Procuring Agency's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.

8.3 Any specialized training required for the smooth operation of the goods shall be the responsibility of the Bidder.

8.4 **Pre-shipment and After-fabrication Inspection:**

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

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

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

9. On-arrival Inspection

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

10. Taking Over

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

11. Installation

After inspection and taking over of Lab Equipment for PUMHSW, as stated in Clauses 9 and 10 above, the Contractor shall install those items of Lab Equipment, which are to be permanently positioned in place in the laboratories of the University. For this purpose, the Contractor shall co-ordinate with the Director Academics / Chairman Central Purchase Committee(PUMHSW) for making arrangements for Hardware needed for the installation.

12. Demonstration

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

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

1. DELIVERY AND DOCUMENTS

1.1 The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Bidder are specified in SCC.

2. INSURANCE

2.1 The goods supplied under the Contract shall be delivered to the Procuring Agency after the payment of all taxes and customs duty, cess, octroi charges etc. Risk will be transferred to the Procuring Agency only after the delivery of these goods has been made to the Procuring Agency. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.

3. TRANSPORTATION & SHIPMENT

3.1 The Bidder shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination as indicated in the Schedule of Requirements.

3.2 The goods shall be supplied on "**D.D. P**" basis at the *Peoples University of Medical & Health Sciences for Women (PUMHSW)* AND / OR "**CFR / C&F**"

Basis at Karachi Port as per Schedule of Requirements on the risk and cost of the Bidder. Transportation including loading/unloading of goods shall be the responsibility of Bidder.

3.3 Lab Equipment for PUMHSW to be Imported

- i All those items Lab Equipment for PUMHSW, which are to be imported by the Contractor shall be shipped by whatever means the Contractor deems fit at his / her risk and cost. The Contractor must keep the University informed of the shipping arrangements, schedule of shipping, arrival at the port, clearance from the port, and transportation from the port to the University.
- ii All costs of loading of Lab Equipment for PUMHSW, from the wharves at port of shipment and also the cost of ship wharf age / berthing, demurrage charges, stevedoring, handling charges and other port and river dues in respect of shipment companies' vessels at the port of shipment and all other expenditure up to the stage of placing Lab Equipment for PUMHSW at rest on board the ship and the freight charges shall be borne by the Contractor.
- iii Similarly all costs of unloading Lab Equipment for PUMHSW of the University at Nawabshah at the wharves, wharf age / berthing, demurrage, stevedoring, handling charges and other port dues at the port of arrival in Pakistan, clearing of goods from port and transportation from the port up to the stage of placing Lab Equipment for PUMHSW, SBA position in the laboratory of the University shall be borne by the Contractor.
- iv All things being equal, Pakistan flag ships should be used, as far as possible, for shipment of Lab Equipment for PUMHSW, SBA If no such ship is available, such other ships may be used consistent with the execution of this Contract with economy and efficiency.
- v Lab Equipment for PUMHSW, SBA must be shipped under deck
- vi The Contractor shall send by air mail/courier service or personally deliver 4(four) sets of non-negotiable shipping documents direct to the Vice Chancellor of The Peoples University Of Medical & Health Sciences For Woman Shaheed Benazirabad Sindh, so as to reach him at least 8(eight) days before arrival of the ship at the port in Pakistan.

3.4 Lab Equipment for PUMHSW, Manufactured / Available in Pakistan

- i All those items of Lab Equipment for PUMHSW of the University at Nawabshah which are to be manufactured in Pakistan, or are to be supplied from the locally available stocks (whether imported or manufactured in Pakistan), may be transported from the place of manufacture or availability to Nawabshah by any mode of transportation as deemed convenient and suitable by the Contractor at his / her risk and cost.
- ii All costs of clearing goods, handling, loading, transportation, unloading and placing of Lab Equipment for PUMHSW of the University at Nawabshah in position in the Laboratory of the University shall be borne by the Contractor.

4. INCIDENTAL SERVICES

- 4.1 The Bidder will be required to provide to the Procuring Agency incidental services the cost of which should be included in the total bid price, separately or jointly in the total price. The bidder is required to clearly mention the

product prices & incidental service cost, however, for comparison both the cost shall be considered collectively.

5. WARRANTY / GUARANTEE

- 5.1 The term period of warranty / guarantee means the period of twelve **(12) months** from the date on which the Stores have been put into operation and demonstrated to the University staff. In any case this period shall not exceed eighteen (18) months from the date of taking-over certificate.
- 5.2 During the period of warranty / guarantee, the Contractor shall remedy, at his / her expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the goods upon receiving written notice from the University; the notice shall indicate in what respect the goods are faulty.
- 5.3 The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation of such replacement parts, material and equipment as are needed for satisfactory operation of the goods at the University premises.
- 5.4 The contractor shall provide warranty / guarantee for supply of kits and chemicals, consumables, films etc. for at least 05 years (where applicable).
- 5.5 The contractor shall remain responsible for providing after sale services even after expiry of warranty / guarantee period and sign a Service Contract including Parts with Procuring Agency for 05 years (minimum). **Bidder shall separately quote the price of service contract inclusive of parts.**
- 5.6 In case of consumable items, kits, chemicals, films etc. the contractor shall remain responsible for specificity, efficacy & sensitivity with maximum period of expiry as much allowed by manufacturer.
- 12 7 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

6. PAYMENT

- 6.1 The method and conditions of payment to be made to the Bidder under this Contract are specified in SCC.

7. ASSIGNMENT

- 7.1 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.

8. DELAYS IN THE BIDDER'S PERFORMANCE

- 8.1 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.
- 8.2 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.

- 8.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

9. PENALTIES LIQUIDATED DAMAGES

- 9.1 In case of late delivery, even for reasons beyond control, penalty as specified in SCC will be imposed upon the Bidder / Manufacturer. The Procuring Agency may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.

10. TERMINATION FOR DEFAULT

- 10.1 The Procuring Agency may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Bidder, terminate this Contract in whole or in part if:
- (a) the Bidder fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency;
 - (b) the Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Procuring Agency; and
 - (c) the Bidder, in the judgment of the Procuring Agency, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

11. FORCE MAJEURE

- 11.1 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.

12. TERMINATION FOR INSOLVENCY

12.1 The Procuring Agency may at any time terminate the Contract by giving written notice of one-month time to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In that event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the Parties.

13. ARBITRATION AND RESOLUTION OF DISPUTES

13.1 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.

13.2 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.

13.3 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.

14. PACKING, MARKING AND HANDLING

14.1 The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

14.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

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

14.4 The packing, marking and handling shall be so arranged by the Contractor as to prevent any loss of or damage to Lab Equipment for PUMHSW, SBA.

14.5 In case any of the items of Lab Equipment for PUMHSW are to be imported by the Contractor, the import shall be arranged by the Contractor himself / herself with such packing and marking and through such means as deemed fit

by him / her for safe and secure delivery at Peoples University Of Medical & Health Sciences For Woman Shaheed Benazirabad Sindh. The packing shall be the usual export packing to ensure safe journey by air, sea, rail and road, as the case may be, of Lab Equipment for the University to destination. Each packing shall be clearly marked in English with the following:

- 1 Port of Destination: **KARACHI.**
- 2 Name of the Ship: _____
- 3 Name of the Consignee: Vice Chancellor, Peoples University of Medical & Health Sciences for Woman Nawabshah, Shaheed Benazirabad.
- 4 Name of the Contractor: CONTRACTOR'S NAME & ADDRESS
- 5 Case Number & Contents: _____
- 6 Net Weight & Dimensions: (length, Breadth & Height)
- 7 Gross Weight: (Kg.)
- 8 Number & Date of Contract: _____
- 9 Marking: PUMHSW, SBA in 6 x 4 rectangle

15. GOVERNING LANGUAGE

15.1 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.

16. APPLICABLE LAW

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

D: Special Conditions of Contract (SCC)

1. DEFINITIONS (GCC CLAUSE 1)

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

GCC 1.1 (h) The Bidder is: _____
(name and address of the successful bidder)

2. BID SECURITY (ITB CLAUSE 13)

ITB 13.1 The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security in Pak Rupees @ 5% of the total bid value in the shape of Bank Draft / Pay Order / Call Deposit / Bank Guarantee in the name of the Peoples University of Medical & Health Sciences for Women (PUMHSW), Nawabshah, Shaheed Benazirabad. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance Security equal to 10% of the Contract amount that will remain with the Peoples University of Medical & Health Sciences, Shaheed Benazirabad till satisfactory completion of the Contract period. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations. Remaining shall be refunded after expiry of warrantee period as determined in GCC clause 12.1.

3. INSPECTIONS, TESTS AND TRAINING (GCC CLAUSE 7)

GCC 7.1, 7.2 & 7.3

The goods received in the Peoples University of Medical & Health Sciences for Women, Shaheed Benazirabad, from the Bidder will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the bid documents and which have been approved by the Procurement Committee for procurement. The Committee will submit its inspection report, any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost. The Bidder will be responsible to provide the Foreign and or Local Training to the University Staff for the specialized Equipment.

4. DELIVERY AND DOCUMENTS (GCC CLAUSE 8)

GCC Clause 8.1 *(a) For Goods from within the Procuring Agency's country:*

The Bidder shall provide the following documents at the time of delivery of goods to the Store / Warehouse of Peoples University of Medical & Health Sciences for Women, Shaheed Benazirabad, for verification duly completed in all respects:

- i. Original copies of Delivery Note (Delivery Challan) (in duplicate) showing item's description, make, model, quantity as well as Lot Number,

Batch Number, Registration Number, manufacturing and expiry dates (if applicable).

- ii. Original copies of the Bidder's invoices (in duplicate) showing warranty, item's description, make, model as well as Lot Number, Batch Number, Registration Number, manufacturing and expiry dates (if applicable) per unit cost, and total amount.
- iii. Original copies of the Sales Tax Invoices (where applicable) in duplicate showing item's description, quantity, per unit cost (without GST), amount of GST and total amount (with GST).
- iv. Manufacturer's or Bidder's warranty certificate.
- v. Inspection certificate issued by the nominated inspection committee along with Bidder's factory inspection report.
- vi. Certificate of origin.

(b) For Goods supplied from abroad as per incoterm CFR / C&F Karachi:

Details of shipping and documents to be furnished by the Bidder shall be:

Upon shipment, the Bidder shall notify the Procuring Agency and the Insurance Company by telex or fax or email the full details of the shipment, including Contract number, description of Goods, quantity, the vessel / flight, the Bill of Lading / Air Way Bill number and date, port of loading, date of shipment, port of discharge, etc. The Bidder shall send the following documents to the Procuring Agency, with a copy to the Insurance Company:

- i. 04 copies of the Bidder's invoice showing the description of the Goods, quantity, unit price, and total amount.
- ii. Original and 04 copies of the negotiable, clean, on-board bill of lading / air way bill marked "freight prepaid" and 04 copies of non-negotiable bill of lading / air way bill.
- iii. 04 copies of the packing list identifying contents of each package.
- iv. Insurance certificate.
- v. Manufacturer's or Bidder's warranty certificate.
- v. Inspection certificate, issued by the nominated inspection agency along with Bidder's factory inspection report.
- vi. Certificate of origin.

The Procuring Agency shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Bidder will be responsible for any consequent expenses.

5. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on DDP / CFR / C&F basis at consignee's end under which risk will be transferred to the Procuring Agency only after it has taken delivery of the goods. Hence insurance coverage is Bidder's responsibility.

The Contractor shall arrange the insurance for the Lab Equipment for PUMHSW in whatever way he / she deems fit at his / her risk and cost. The prices quoted in the offer of the Contractor shall include the cost of insurance. The Contractor shall have to inform the University of the Insurance Arrangements made by him / her for Lab Equipment.

6. WARRANTY / GUARANTEE (GCC CLAUSE 12)

GCC 12.1 The goods shall be accompanied by manufacturer standard warranty / guarantee or 1 year, whichever is more.

GCC 12.2 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

GCC 12.5 **The bidder shall separately quote the price of service contract inclusive of parts for 5 years (minimum) in term of %age for total contract value.**

7. PAYMENT (GCC CLAUSE 13)

GCC 13.1 The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:

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.

OR

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

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

(b) Bidder will bear all the additional bank charges inside and outside the Procuring Agency country on account of Confirmation of L/C, if he desires to establish a Confirmed L/C or desires to make any amendment in LC etc. The amount shall be entirely discretion of the Competent Authority allow in case he feels no deviation or loss to the University in the procurement.

OR

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

(a) The Procuring Agency shall pay the Bidder or its Principal through **3 years deferred payment** by irrevocable letter of credit opened in favor of the Bidder or Its Principal in a bank in its country, upon submission of all the requisite documents.

- (b) Bidder will bear all the additional bank charges inside and outside the Procuring Agency country on account of Confirmation of L/C, if he desires to establish a Confirmed L/C etc.

8. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)

GCC 16.1 In case deliveries are not completed within the time frame specified in the schedule of requirements / contract, a Show Because 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 two 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.

9. "ARBITRATION" AND RESOLUTION OF DISPUTES (GCC CLAUSE 20)

GCC 20.3 Dispute resolution mechanism to be applied shall be as follows:

20.3.1 Complaint Redressal Committee.

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

10. PACKING (GCC CLAUSE 21)

GCC 21.1 The packing, marking and documentation within and outside the packages shall be as per manufacturer standards meeting the safety requirements of the goods.

12. GOVERNING LANGUAGE (GCC CLAUSE 22)

GCC 22.1 The language of this Contract shall be English.

11. APPLICABLE LAWS (GCC CLAUSE 23)

GCC 23.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

12. NOTICES

Procuring Agency's address for notice purposes:

PROF. DR. SHAMSUDDIN SHAIKH

Director Academics PUMHSW &
Convener, Central Purchase Committee
PUMHSW, Shaheed Benazirabad
Email: procurement@pumhs.edu.pk
Contact: 0244-9370428

Bidder's address for notice purposes:

Name of Bidder: _____

Name of Contact Person & Designation: _____

Phone No. _____

Fax No. _____

Mobile Phone No. _____

Email Address _____

BID DATA SHEET

Procuring Agency	Peoples University of Medical & Health Sciences For Women, Nawabshah, SBA.
	PROCUREMENT OF GOODS: <u>PROCUREMENT OF MEDICAL EQUIPMENT</u>
Bid Procedure:	Single Stage –<u>Two Envelope</u>
Bidder's Eligibility	<p><i>Selection Criteria / Responsiveness /Eligibility criteria:</i></p> <ol style="list-style-type: none"> 1. Bidder should be a Pakistani entity. 2. Firm comply with specifications mentioned in bidding documents. 3. Bid should be accompanied with client list. 4. Bidder should strictly compliant with technical specification; no optional item will be accepted. 5. The bidder must have at least 03 years of experience in the relevant field. 6. Income Tax Certificate (NTN) – Active Tax Payer, SST / GST Registration Certificate. 7. The bidder has to fill and submit all the appendix given in bid document.
Bid Document can be purchased from the office of	<p><i>Purchase Officer,</i> <i>Directorate of Finance, PUMHSW, (Nawabshah, Shaheed Benazirabad).</i> PTCL # 0244-366210. Email: po@pumhs.edu.pk</p>
Language:	English
Bid Prices	CFR / C&F Basis
Bid Currency:	CFR / C&F Basis
Bid Security:	<p><u>2%</u> of the total bid quoted. Vice Chancellor, Peoples University of Medical & Health Sciences for Women (PUMHSW), Nawabshah, Shaheed Benazirabad</p>
Bid Validity:	The bid should be valid for 90 days
Performance Security:	<u>10%</u> of the amount mention in the notification of award from the Procuring agency.
Turn-Over	The Bidders should have at-least Rs. 39,000,000 annual turnover of last three years, which would be verified by bank statement.
Purchase Date:	<u>03-April-2018 to 17- April -2018</u>
Bid submission	<p>(date & time): <u>18- April -2018 at 11:00(A.M.)</u> Note: Bids received after the due date and time will not be entertained.</p>
Bid opening	(date & time): <u>18- April -2018 at 11:30(A.M.)</u>
Bid opening place	In Conference Hall of Vice Chancellor's Secretariat
Delivery Period	2-3 weeks at PUMHSW (as per award of contract)
Inspection:	The goods will be verified by the committee as per specification mentioned in the award of contract and accordingly accepted. Else will be return to the bidder.
Bid Evaluation:	As per evaluation given evaluation criteria on item wise.
	The quantity at any time can be increased / decreased or can deleted at any time
	The Procuring Agency reserves the right to reject any or all the bids subject to the relevant provisions of SPPRA Rules 25 (1) (Amended 2017).
Penalties Liquidated Damages	In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value

Note: In case of any unforeseen situation or official / government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time

F: Schedule of Requirements

1. SCHEDULE OF REQUIREMENTS

1.1 For Goods supplied from within the Procuring Agency's country (DDP Basis)

- i) The entire quantity of the ordered goods shall be delivered within **30 days** or earlier from the date of issuance of supply order / contract award.
- ii) The delivery period shall start from the date of contract signature.

1.2 For Goods supplied from outside the Procuring Agency's country (C&F / CFR / CNF / CPT Basis):

- i. The shipment of the items of Stores which are to be imported shall be started as early as possible (**preferable within 45 days**); the shipment schedule shall be submitted along with the offer, and shall be negotiable and subject to approval by the University.
- ii. The bidder must indicate in his offer the port **from where** the Stores will be **shipped**.
- iii. The delivery period shall start from the date of opening of letter of credit.

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



BID DOCUMENT

SINGLE STAGE - TWO ENVELOPE BIDDING PROCEDURE

Financial Proposal

**PROCUREMENT OF
MEDICAL & LABORATORY EQUIPMENT
FOR PUMHSW**

G: Technical Specifications

PROCUREMENT OF MEDICAL & LABORATORY EQUIPMENTS

Sr. #	Tender-ID	Item	Specification	Country of Origin (Manufacturer)	QTY	Rate	Amount
1	ATY-1	Binocular Microscope for Histology Laboratory	Olympus Binocular CX43, Biological microscopes. Olypus	UK/USA/ Europe	5		
2	ATY-2	Model of Fetal Heart Model No: MS-24, Somso Model2	*Fetal Heart Model No:MS-24, Somso model Somso Models, Somsoplast Germany	UK/USA/ Europe	1		
3	ATY-3	Model of Lymphatic System Model No: MS-19/1, Somso Model	*lymphatic system Model No:MS-19/I, Somso modelSomso Models, Somsoplast Germany	UK/USA/ Europe	1		
4	ATY-4	Model of Sympathetic Nervous System Model No: BS-26/1, Somso Model	*Model of Sympathetic Nervous System Medel No: BS-26/1, Somso Model, Somso Models, Somsoplast Germany	UK/USA/ Europe	1		
5	ATY-5	Model of Human Embryo Model No: MS-48/3-1 Somso Model	*Human Embryo Model No:MS-48/3-1, Somso modelSomso Models, Somsoplast Germany	UK/USA/ Europe	1		
6	ATY-6	Micro scope Slides	Prepared Microscope Slides Complete Sets (all systems) Carolina USA.	UK/USA/ Europe	5		
7	ATY-7	Median Section of The Female Pelvis	Models: *Median section of the female pelvis Model No:MS-I, Somso modelSomso Models, Somsoplast Germany	UK/USA/ Europe	1		
8	ATY-8	Model of Artery and vein Model No: MS-25/2 Somso Model	*Artery and vein Model No:MS-25/2, Somso model, Somsoplast Germany	UK/USA/ Europe	1		
9	ATY-9	Median Section of The Male Pelvis	*Median section of the male pelvis Model No:MS-2, Somso model Somso Models, Somsoplast Germany	UK/USA/ Europe	1		
10	ATY-10	Model of Anatomy Model Model No: MS-1, Somso Model	*Models of the anatomy Model No:MS-I, Somso model, Somsoplast Germany	UK/USA/ Europe	1		
12	ATY-11	Model of Construction of Bone Model No: MS-61 Somso Model	*Construction of bone Model No:MS-61, Somso modelSomso Models, Somsoplast Germany	UK/USA/ Europe	1		
13	ATY-12	Model of Ovary Model No: MS-50 Somso Models	*Model of the ovary Model No:MS-50, Somso model, Somsoplast Germany	UK/USA/ Europe	1		

14	ATY-13	Functional Model of Skeletal Muscles Fiber Model No: BS-36/1, Somso Model	Functional Model of Skeletal Muscles Fiber Model No:BS-36/1, Somso Models, Somsoplast Germany	UK/USA/ Europe	1		
15	ATY-14	Model of Bronchial Tree Model No: MS-8/4, Somso Model	*Bronchial tree Model No:MS-8/4, Somso modelSomso Models, Somsoplast Germany	UK/USA/ Europe	1		
16	ATY-15	Model of Lobule of the Lung Model No: MS-23/1, Somso Model	*Lobule of the lung Model No:MS-23/1, Somso modelSomso Models, Somsoplast Germany	UK/USA/ Europe	1		
17	ATY-16	Model of Placenta Model No: MS-47/16 Somso Models	*Model of placenta Model No:MS-47/16, Somso model, Somsoplast Germany	UK/USA/ Europe	1		
18	ATY-17	Model of Brain Stem Model # BS-25/2-T	* Model of Brain Stem, Model # BS-25/2-T,Somso Models, Somsoplast Germany	UK/USA/ Europe	1		
19	ATY-18	Model of Brain with Indicated Cystoarchitectural Areas Model No: MS-24/1 Somso Model	*Model of Brain with Indicated Cystoarchitectural Areas Model No: MS-24/1, Somso Models, Somsoplast Germany	UK/USA/ Europe	1		
20	ATY-19	Glass Slides All Systems (Box)	Prepared Microscope Slides Complete Sets (all systems) Carolina USA.	UK/USA/ Europe	10		
21	ATY-20	Model of Hernia of Central intervertebral disc Model No: MS-68	*Hernia of central intervertebral disc Model No:MS-68, Somso modelSomso Models, Somsoplast Germany	UK/USA/ Europe	1		
22	ATY-21	Model of Hernia of dorsolateral inter-vertebral disc Model No: MS-67	*Hernia of dorsolateral inter-vertebral disc Model No:MS-67, Somso modelSomso Models, Somsoplast Germany	UK/USA/ Europe	1		
23	ATY-22	Model of Female Sexual Organs Model No: MS-5/2 Somso Models	*Model of the female sexual organs Model No:MS-5/2, Somso modelSomso Models, Somsoplast Germany	UK/USA/ Europe	1		
24	ATY-23	Model Mammary gland of a Nursing Women Model No: MS-7/1	*Mammary gland of a Nursing woman Model No:MS-7/1, Somso modelSomso Models, Somsoplast Germany	UK/USA/ Europe	1		
25	ATY-24	Model of Internal Female Genital Organs Model No: MS-42 Somso Model	*Internal female genital organs Model No:MS-42, Somso modelSomso Models, Somsoplast Germany	UK/USA/ Europe	1		

Specifications
Electrocardiogram (ECG)
EtCO₂ technological index

Interface form External interface
Range of measurement 0~10 kPa or (0~75) mmHg
precision (error) (0kPa~5.4kPa) the error is ± 0.3 kPa,
(5.5kPa~10.0kPa)the error is ± 0.7 kPa
Alarm upper limit 2.1~13.2 kPa
Alarm lower limit 0~6.5 kPa
time 12s
EtCO₂ exist
Unit kPa / mmHg / %
Compatibility
external main stream and side stream are compatible

IBP technological index

Measured channel Single way and double way are optional
Range of measurement SYS :
6.7kPa~32.0kPa(50mmHg~240mmHg)
MEAN : 3.4kPa~26.6kPa(26mmHg~200mmHg)
DIA : 2.9kPa~24.0kPa(22mmHg~180mmHg)
Mean error $\leq \pm 0.4$ kPa (± 3 mmHg)
Range of alarm SYS : upper limit
0.3kPa~53.3kPa(2mmHg~400mmHg)
Lower limit 0kPa~53.1kPa(0mmHg~398mmHg)
MEAN : upper limit 0.3kPa~53.3kPa
(2mmHg~400mmHg)
Lower limit 0kPa~53.1kPa (0mmHg~398mmHg)
DIA : upper limit 0.3kPa~53.3kPa (
2mmHg~400mmHg)
Lower limit 0kPa~53.1kPa (
0mmHg~398mmHg)
Measured unit mmHg/kPa
Specification of
sensor DPT-248 (space)
Consumables mode SCW-UTAH-01
Related Accessories
Standard:

ECG Cable (5 Leads) 1Pcs
SpO₂ Cable (Adult) 1Pcs
TEMP Probe (Adult) 1Pcs
NIBP Cuff (Adult) 1Pcs
NIBP Tube(150cm) 1Pcs
Ground Cable 1Pcs
Power Cable 1Pcs
Cleaning Cloth 1Pcs

Options:

ECG Cable (3 Leads)
ECG Alligator Clips (Metal)
SpO₂ Cable (Adult)
SpO₂ Cable (New born)
SpO₂ Cable (Adult finger clip)
SpO₂ Cable (Child finger clip)
SpO₂ Cable (multi-site Y type)
SpO₂ probe (Soft tip)
SpO₂ External Cable
NIBP Cuff (infant 8 - 14 cm 5/Bag)
NIBP Cuff (Child 13 - 20 cm 5/Bag)
NIBP Cuff (Small Adult 18 - 26 cm 5/Bag)
NIBP Cuff (Adult 26 - 35 cm 5/Bag)
NIBP Cuff (Adult Long 29 - 38 cm 5/Bag)
NIBP Cuff (Large Adult 32 - 42 cm 5/Bag)
NIBP Cuff (Large Adult Long 35 - 44 cm 5/Bag)
NIBP Cuff (Thigh 42 - 50 cm)
NIBP Tube 150cm
Paper Role
Thermal printer
Patient Monitor Wall mounts (3 Models)

UK/USA/
Europe

27	PTH-1	Two Head Microscope (Olympus)	DM 750 RH Std Stand, and 5 Hole NspceTube 30 degree Trinocular Tube Eyepieces 10X/20 eyepiece w/eyeguard Objectives Obj. HI PLAN 4x/0.10 Obj. HI PLAN 10x/0.25 Obj. HI PLAN 20x/0.40 Obj. HI PLAN 40x/0.65 Obj. HI PLAN 100x/1.25 OIL Condenser Abbe Condenser 0.9Dry/1.25 Oil Accessories Immersion oil, 10ml Power Cables Europe Continental power cord Leica Multiple Viewing Systems DM Face to Face Station Flat Top Module to adapt accessories Standard tube HC -/4/4 Eyepiece HC PLAN 10x/20 BR.M Dust cover Multiview 2- or 3headed Principal: Leica Microsystems Germany or Equivalent	UK/USA/ Europe	1		
28	PTH-2	Microscope Binocular (Olympus)	Stand DM 500 Rt.Hnd.Stage Std Stand w/condense Tube 30 degree Binocular Tube Eyepieces 10X/20 eyepiece w/eyeguard 10X/20 Pointer eyepiece w/eyeguard Objectives Plan 4X/0.10NA, 26.2mmW.D. Plan 10X/0.22 NA, 7.8mm W.D. Plan 40X/0.65 NA, 0.31MM W.D. Plan 100x/1.25 NA, 0.10MM W.D., Oil Accessories Immersion oil, 10ml Power Cables Europe Continental power cord Principal: Leica Microsystems Germany or Equivalent	UK/USA/ Europe	7		
29	PED-1	Baby Cot	Made of Superior Quality Steel	UK/USA/ Europe	2		
30	PED-2	Incubator	Infant Incubator Air Temperature, Servo-Control by Micro Computer, Air Sensor, Five System Alarm Indicator, LED Display, Touch Switch panel, Three Quiet Operate iris Port Heating Power rate 0-100% With isolated alarm system, it will be automatic running as soon as the normal alarm system broken, Accessories: Trolley Stand , I.V. Pole, Air Sensor, Iris Port Cover, Power wire with plug, Manual Operator , Fuse, Air Filter	UK/USA/ Europe	1		
31	PED-3	Warmer	Infant Radiant Warmer Three Control Module: Pre Warm Mode, Manual Mode and Bay Mode Controlled by Micro Computer Display Set Temperature and baby temperature, Horizon angel of warmer module Adjustable Inclination of the bassinet APGAR timer, Failure Alarm Indicator RS 232 connector	UK/USA/ Europe	1		
32	PHS-1	Vitalograph	Product: ALPHA Spirometer Model No: 6000 Size: 300 x 250 x 75mm Weight: 2kg net Parameters Measured: Varies by country variant Operating Temperature Range: ATS/ERS Limits: 17 - 37°C Design Limits: 10 - 40°C Voltage/Frequency: 110-250V~50/60Hz Flow Detection Principle: Fleisch type pneumotachograph Volume Detection: Flow integration sampling @ 100Hz Accuracy when Operated in Operating Temperature Range Conditions: Flow +/- from 10% to 5% Max flow rate +/-16L/s Min flow rate +/-0.02L/s Volume Accuracy: Better than +/- 3% Maximum Displayed Volume: 10 L Maximum Test Duration: 90 seconds Flow Impedance: <0.1kPa/L/s @ 14L/s Complies with ATS/ERS 2005 Printer: Thermal Performance Standards: ATS/ERS 2005 & ISO 26782:2009, ISO 23747:2007 Safety Standards: IEC 60601-1:2005 Medical Safety Standard: Medical Devices Directive 93/42/EEC as amended Designed & Manufactured Under: ISO 13485:2003, FDA 21CFR820, CMDR Communications: USB and Compact Flash	UK/USA/ Europe	1		

33	PHS-2	pH Meter	<p>METER INCLUDES pH electrode Temperature probe pH buffer pouches (4.01/ 7.00 /10.01) Power adapter</p> <p>pH: Measuring Rang -1.00~15.00pH Accuracy ±0.01pH Resolution 0.01pH Calibration Points 1~3 points, USA (pH4.01 / 7.00 / 10.01) or NIST (pH4.01 / 6.86 / 9.18) Temperature Compensation 0~100 C, 32~212 F, Manual or Automatic</p> <p>mV: Measuring Range ±1999mV Accuracy ±1mV Resolution 1mV</p> <p>Temperature: Measuring Range 0~105 C, 32~221 F Accuracy ± 1 C Resolution 0.1 C ° Calibration Points 1 point</p> <p>General: Hold Function Manual or Automatic endpoint detection Power Off Manual or Automatic (3 hours after last key pressed) Power Requirements DC9V, using AC adapter, 220VAC/50Hz Dimensions and Weight 210(L)×205(W)×75(H)mm, 1.5kg</p>	UK/USA/ Europe	1		
34	PHS-3	Exercise Cycle for Practice	<p>Miha Taiwan MT-22MB - Magnetic Upright Exercise Bike KEY FEATURES Magnetic Upright Bike Resistance: Magnet Control 8 sections tension control 7 Multi-functional monitor functions that track: Speed, Time, Distance, Calories burned and scans through all stats, pulse sensors that track your heart rate, Odo Magnetic system with 8kgs flywheel With silver/grey chain cover With adjustable seat: Horizontal and vertical adjustable Mobile + Tablet PC Holder With Hand pulse function Upright stationary bike for effective low-impact aerobic exercises in your home Smooth magnetic resistance with Eight-step adjustable tension control to set workout intensity Over sized, sculpted seat is padded and adjustable to fit any size Cushioned seat with multiple positions Some assembly required Compact design for easy storage</p>	UK/USA/ Europe	2		
35	PHS-4	BMI Machine	<p>Platform Size: 360 x 300 mm. Height Accuracy: 0.5 cm Height Range: 50 to 200 cm Weighing Accuracy 100 g Weighing Capacity 200 kg Self-height 250 cm Self-weight 28 kg (approximately)</p>	UK/USA/ Europe	1		

36	URL-1	Urology Lower Track, Resectoscope complete set	<p>1-PANOVIEW-TELESCOPE 30° diameter 4 mm, distortion-free</p> <p>2-INNER SHEATH for rotatable continuous irrigation double-sheath system with intermittent sheath with rotatable irrigation adapter, 24Fr., color code: yellow</p> <p>3-OUTER SHEATH for rotatable continuous irrigation double-sheath system, 26Fr., color code: yellow</p> <p>4-WORKING ELEMENT ACTIVE MONO 12/30° closed, SL 132mm, compatible with telescopes Ø 4mm, bayonet-cap, reusable</p> <p>5-OBTURATOR Shark', 24 Fr., color code: yellow</p> <p>6-CUTTING ELECTRODE Shark', 0,35 mm loop, for 24/26 Fr. sheath, 4 mm 12°/30° telescope, color code: yellow</p> <p>7-HF MONOPOLAR CONNECTING CABLE 3M Unit connecting ESCHMANN and other devices with 4 mm connectors</p> <p>8-EVACUATOR CONNECTING PIECE for attaching the evacuator, with cone</p>	UK/USA/ Europe	1		
37	URL-2	URS for Adult	<p>1FIBER URETERO-RENSCOPE compact 8 / 9,8 Fr. by Marberger, angle of view 12° with offset eyepiece, distal tip of sheath 8 Fr., oval irrigation and instrument channel (5,2 x 6,2 Fr./1x5 or 2x3 Fr.) for accessory instruments of max5 Fr., WI 430 mm, autoclavable</p> <p>1GRASPING FORCEPS INSERT WITH SHEATH HYSAFE / HANDLE FOR HYSAFE-SYSTEM / KS, FOIL, BAG 200X1300X0,05 / WI: HYSAFE FORCEPS / BIOPSY FORCEPS (SPOON)</p> <p>INSERT WITH SHEATH HYSAFE / HANDLE FOR HYSAFE-SYSTEM / KS, FOIL, BAG 200X1300X0,05 / WI: HYSAFE FORCEPS /</p>	UK/USA/ Europe	1		
38	URL-3	Urethrotome	<p>1-SHEATH FOR URETHROTOME 20.5FR SL 195mm, oval, non-rotatable, slanted distal end, stainless steel, continuous irrigation, compatible with</p> <p>2-OBTURATOR FOR URETHROTOME 20.5FR WL 231mm, oval, cannulated, rounded distal end, compatible with sheath reusable</p> <p>3-OUTER SHEATH FOR URETHROTOME 20.5FR SL 187mm, oval, lateral opening, compatible with sheath , reusable</p> <p>4-ADAPTER FOR CYSTOSCOPE TL 79mm, compatible with sheaths telescopes Ø 4mm, 0°/12°/30°/70°, with introduction port, bayonet-cap, reusable</p> <p>5-WORKING ELEMENT URETHRO PASSIVE 0/12° holder for stricture scalpels, closed, compatible with sheath, and telescopes Ø 4mm, bayonet-cap, reusable</p> <p>6-SCALPEL 20.5FR LANCET SHAPED for optical urethrotomes, massive, 12 O'clock cutting position, for cutting urethral strictures,</p>	UK/USA/ Europe	1		
39	URL-4	Stone Punch (03 Set)	WORKING ELEMENT for punch lithotripsy	UK/USA/ Europe	1		
40	URL-5	Cystoscope for Elder	<p>1-SHEATH FOR CYSTOSCOPE 21FR / OBTURATOR FOR CYSTOSCOPE 21FR / LUER LOCK CONNECTOR</p> <p>2-ADAPTER FOR CYSTOSCOPE TL 60mm, compatible with sheaths, telescopes Ø 4mm, 0°/12°/30°/70°, with introduction port, bayonet-cap, reusable</p>	UK/USA/ Europe	1		

41	SKL-1	ACLS manikin with performance indicator software & tablet	<p>SPECIFICATION:</p> <ol style="list-style-type: none"> 1. A full body manikin designed for the practice of advanced life support. 2. Ability to manage difficult and obstructed airway. 3. Advanced manikin with simpad tablet allows cardiac defibrillation pacing skills. 4. ECG interpretation of cardiac rhythm with minimum variation of over 300 rhythm. 5. Provision of skill and learning of synchronized cardioversion. 6. Airway management ETT and NG intubation. 7. Surgical and needle cricothyrotomy skills and tension pneumothorax decompression. 8. Intravenous drugs administration, IV cannulation, IM injections interosseous injections, Venipuncture. 9. Circulation skills brachial, radial, bilateral carotid pulse. <p>Country & origin: UK, USA, Europe</p> <p>ADVANCE SIMPAD FEATURES MUST INSIDE</p> <ul style="list-style-type: none"> • Handheld, intuitive touch screen remote for easy ‘pick up and play’ experience. • Operate on-other-fly or utilize scenarios and themes for consistent simulation training. • Optimal data capture for quality debriefing. • Mobile-teach anywhere. • Optional patient monitor provides clinical realism. 	UK/USA/ Europe	1		
42	SKL-2	Manikin for Examination of abdomen	<p>SPECIFICATIONS:</p> <ul style="list-style-type: none"> • Manikin torso including lower part of thorax, abdomen and pelvis. • Capable of examination of abnormal pathologies and distended urinary bladder. • Bony land marks include ribs, costal margin, xiphisternum, pubic crest and anterior superior spine. • Familiarity with the abdominal regions and underlying anatomy. • Practice in abdominal palpation, auscultation and percussion. • Ability to differentiate normal from abnormal pathology. • Identification of ascites, specifically shifting dullness and fluid thrill. • Identification of gaseous distension and bowel obstruction. • Palpation of liver, spleen gall bladder and ballottement of kidney. • Auscultation of bowel sound. • Spare and different sets of normal and abnormal liver, spleen and kidney. <p>Country and Origin USA, UK, Europe</p>	UK/USA/ Europe	1		

SPECIAL NOTE:

- | |
|---|
| <ol style="list-style-type: none"> i. The Purchaser will evaluate and compare the bids on itemized basis OR on the basis of a group OR a combination of groups OR as total of groups. ii. Port of Shipment and Country of origin of “MAJOR PART(S) OF THE EQUIPMENT” must be clearly reflected separately in the Technical and Financial bids. The “Origin” means the place where the “<u>goods</u>” are mined, grown, or produced. iii. Priority would be given to the goods manufactured in UK / USA / EU / JAPAN. |
|---|

- iv. The above specifications are only for widest possible competition and not for favor any single contractor or supplier nor put others at a disadvantage. However, the brand name, catalogue No. / Name etc. has only been used for the reference purpose. Goods offered “AT LEAST EQUIVALENT” to requisite specifications shall also be considered.
- v. Equipment must be quoted with all the standard accessories.
- vi. UPS/Power protection for the equipment shall be incorporated in the systems, otherwise prices must be quoted separately.
- vii. All the civil works will be carried-out by the Peoples University of Medical & Health Sciences, Shaheed Benazirabad with the consultation of the responsive bidder.
- viii. Goods must be comply to the GMP & WHO standards. Bidder must provide procedures and services for DQ, IQ, OQ and PQ (if applicable).
- ix. All site specific work to be required in the system viz. Lead Glass/special antistatic flooring, environment control/radiation protection must be quoted separately.
- x. The bidder shall separately quote the price of service contract inclusive of parts as well as excluding the parts for 5 years (minimum) in term of %age for total contract value.

TERMS & CONDITIONS

1. The original brochure/catalogue must accompany with offer and the equipment should comply/certified at CE/FDA. Standards.
2. Quantity at any time can be increased / decreased or can deleted at any time.
3. The Bidder / Suppliers must confirm free installation/Demonstration at consignee's end.
4. Two years parts warranty, Two year free service from the date of installation, Service Contract and available of spare part may also be confirmed by the bidders.
5. The supplier will be bound to supply the price list of spare parts and consumable at the time of tender i.e. for two years.
6. The supplier will be bound to provide free service during applicable warranty period and to supply spare parts accessories of the supplied equipment on demand.
7. Joint inspection will be carried out by the consignee & representative of Bidder with technical assistance from concerned specialist/end user.
8. In case of CIF the bidder pay L.C charges. Transport to consignee end, certificate will be issued by the consignee that the import has been made for the university education purpose so as to avail the facility of exemption of duties/taxes as per Government rules. However there shall be no liability on the part of procuring agency regarding clearance of goods in case of import or any kind of charges paid there-of in clearance process.
9. In case of failure on the part of Supplier to Supply as per specification or within the stipulated time without getting extension, penalty will be imposed on the supplier as per rules.
10. The Successful bidders will be bound to carry out job according to specification provided 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/-
11. The rates should be given inclusive of GST, Income Tax & any other government duty.
12. Income tax, G.S.T, Stamp duty & other applicable taxes and duties at the government prescribed rates are deductible from the bill.
13. 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.
14. All those Suppliers who have been blacklisted by any Government Department, their bids shall not be entertained.
15. Suppliers must produce eligibility as per SPPRA rules. In case of non-production of eligibility tender forms will not be issued.
16. Conditional tenders will not be accepted.
17. Payment will be made on availability of funds, if delayed due to any reason; no extra interest / mark-up will be accepted / paid.
18. Rejected consignment shall be returned back to dealers / suppliers at their own cost.
19. An amount equivalent to 10 % of security deposit shall be withheld from the bills which will be refunded on satisfactory completion of the job, as per clause 12 of GCC of this bidding document.
20. The bid validity period shall be for 90 days after opening of tender.
21. Bid money to unsuccessful bidder shall be refunded after one week of tender opening on receipt of application on official letter pad.

Contractor
Sign with stamp

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H: Sample Forms

1. PERFORMANCE GUARANTEE / SECURITY FORM

To: [Name & Address of the Procuring Agency]

Whereas [Name of Bidder] (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of goods] (hereinafter called "the Contract").

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Procuring Agency with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as Security for compliance with the Bidder's performance obligations in accordance with the Contract.

And whereas we have agreed to provide a Guarantee: for the said Bidder

Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Bidder, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without requiring the Procuring Agency to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of [Amount of Guarantee] as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for four months after the completion of delivery of supplies by the Bidder to the Procuring Agency of the full quantity of the goods for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Signature and Seal of the Guarantors / Bank

Address

Date

2. MANUFACTURER'S AUTHORIZATION FORM

[SEE CLAUSE 11.1 (A) OF THE INSTRUCTION TO BIDDERS]

To: The Peoples University of Medical & Health Sciences
Nawabshah, Shaeed Benazirabad.

WHEREAS **[name of the Manufacturer]** who are established and reputable Manufacturers of **[name and /or description of the goods]** having factories at **[address of factory]** do hereby authorize **[name and address of Bidder / Agent]** to submit a bid, and subsequently followup / negotiate and sign the Contract with you against Invitation for Bids (IFB) / Tender Notice for the goods manufactured, by us, under the patent name of _____ for performance of the contract.

We hereby commit and assure our full guarantee and warranty / guarantee as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above mentioned firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note:

This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

ARTICLES OF AGREEMENT

This Agreement made this _____ day of _____ 20__ (year), by and between *the* Registrar & chairman purchase committee PUMHSW SBA, Sindh, including his successors in office and Assignees / Agents, acting through the purchase officer people University of Medical Health Sciences for woman Shaheed Benazirabad, hereinafter called the “**University**”, of the one part,

And _____ (name and designation of the authorized person)
of located at _____, hereinafter called the “**Contractor**” which expression shall include their successors, legal representatives of the second part.

Whereas the **University** requires **Medical & Laboratory Equipment for PUMHSW** at Nawabshah , 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 _____ (name and designation of the authorized person) on behalf of the **University**, all of which shall be deemed (name and designation of the authorized person) be deemed to form and be read and construed as part of this **Agreement** viz.:
 - a) Articles of Agreement;
 - b) Instructions to Tenderers;
 - c) Conditions of Contract;
 - d) Contractor’s Offer including the relevant correspondence prior to signing of this Agreement with all Annexures duly filled in;
 - e) The specifications of the equipment; and
 - f) Bill of Quantity with prices.
3. In consideration of the payment to be made to the Contractor, the **Contractor** hereby **covenants** with the University to supply, deliver, install, put into operation and demonstrate the working of the 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: _____

2.1 Form of Bid Security (Bank Guarantee)

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

2.2 Form of Bid Security (Bid Bond)

[Purchaser should insert this form in the bidding document **only if alternative language of ITB 15.3 is used in the Bid Data Sheet** (Section III 15.3)]

BOND NO. _____

BY THIS BOND [*insert name of Bidder*] as Principal (hereinafter called “the Principal”), and [*insert name, legal title, and address of surety*], **authorized to transact business in** [*insert name of country of Purchaser*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Purchaser*] as Obligee (hereinafter called “the Purchaser”) in the sum of [*insert amount of Bond*] (*). [*insert amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the ___ day of _____, 20___, for the supply of [*insert name and/or description of goods*] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (2) refuses to accept the correction of errors in its Bid Price in accordance with the Instructions to Bidders; or
- (3) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity;
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and affect up to and including the date 30 days after the date of expiration of the Bid validity as stated in the Invitation to Bid. Any demand in respect of this Bond should reach the Surety not later than the above date.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ___ day of _____ 20___.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

(* The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency)

2. (B) PRICE SCHEDULE IN FOREIGN CURRENCY (CFR / C&F BASIS)

FOR GOODS OFFERED FROM OUTSIDE THE PROCURING AGENCY'S COUNTRY

S#	Detailed Specification of Goods	Model / Cat No.	Name of Manufacturer	Country of Origin	Port Of Shipment	Quantity of Stores	Unit	Curr-ency	Rate Per Unit	Total Price
1	2	3	4	5	6	7	8	9	10	11
Total Amount in Foreign Currency										

Name _____
 In the capacity of _____
 Signed _____
 Duly authorized to sign the Bid for and on behalf of _____
 Date _____

NOTE:

Port of Shipment and Country of origin of "MAJOR PART(S) OF THE EQUIPMENT" must be clearly reflected separately in the Technical and Financial bids. The "Origin" means the place where the "goods" are mined, grown, or produced.

(b) Incidental Cost (as per G.C.C. clause 1.1(d) and 11.1) _____

(c) Service Agreement for 5 Years including spare parts, regular maintenance:

- i. Percentage of total contract 1st Year _____
- ii. Percentage of total contract 2nd Year _____
- iii. Percentage of total contract 3rd Year _____
- iv. Percentage of total contract 4th Year _____
- v. Percentage of total contract 5th Year _____

(d) Service Agreement for 5 Years excluding spare parts but including regular maintenance:

- i. Percentage of total contract 1st Year _____
- ii. Percentage of total contract 2nd Year _____
- iii. Percentage of total contract 3rd Year _____
- iv. Percentage of total contract 4th Year _____
- v. Percentage of total contract 5th Year _____