

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



BID DOCUMENT

PROCUREMENT OF TONER CARTRIDGES

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

“SAY NO TO CORRUPTION”

**No. PUMHSW/CPC/PROC:/125
April 16, 2018**

**No. PUMHSW/CPC/PROC:/125
April 16, 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	Hiring of Janitorial Services at New Campus, Nawabshah, SBA
02	Procurement of Toner Cartridges for PUMHSW, SBA.
03	Procurement of Printed Items for Examination Branch

Tender Fee	2,000/- for each tender
Bid Security	02 % for each tender
Bid Purchase Date	From 20-04-2018 To 04-05-2018
Bids Submission	05-05-2018 at 11:00 A.M.
Bid Opening	05-05-2018 at 11:30 A.M.
Bid Procedure	Single Stage-One Envelop

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. The contract may be extendable for three years, subject to satisfactory performance with mutual agreement **(for Serial No.-01)**
6. Manufacturing Authorization Letter **(for Serial No.-02)**
7. The Bidder must have its Own Printing Press **(for Serial No.-03)**

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.

DIRECTOR ACADEMICS
& Chairman,
Central Purchase Committee

Instructions to Bidders. (ITB)

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 suppliers from eligible source as defined in the SPP Rules, 2010 (amended 2017) and its Bidding Documents except as provided hereinafter.
 - 2.2 This Invitation for Bid is open to all firms having three years of experience in the relevant field within Pakistan or abroad, and their Authorized Agents / Importers / Bidders / Distributors.
 - 2.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the University to provide consulting services for the preparation of the design, specification, and other documents to be used for the procurement of the goods under this NIT.
 - 2.4 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Federal Govt. or Provincial Govt.
 - 2.5 Bidder should not be eligible to bid, if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization.
3. **ELIGIBLE GOODS**
 - 3.1 The origin of all the goods & related services to be supplied under the Contract should be mentioned.
 - 3.2 Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.
 - 3.3 The Origin of goods and services is distinct from the nationality of bidders.
 - 3.4 All goods (mention in the bill of quantities) and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services.
4. **COST OF BIDDING**
 - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring agency” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

THE BID DOCUMENT

5. **CONTENTS OF BID DOCUMENT**
 - 5.1 The Bidding Document in addition to the Notice Inviting Tender(NIT) include:
 - i. Instructions to Bidders (ITB).
 - ii. General Conditions of Contract(GCC).
 - iii. Special Conditions of Contract (SCC).
 - iv. Bid Data Sheet
 - v. Schedule of Requirements / Bill of Quantities.
 - vi. Bid Form and Price Schedules
 - vii. Experience in the relevant field
 - viii. Contract Form
 - ix. Performance Security Form
 - x. Bid Declaration.
 - 5.2 In case of discrepancies between the Invitation for Bid (IFB) / Tender Notice and the Biding Document, the Bid Document shall take precedence.
 - 5.3 The bidders are expected to examine all instructions, forms, terms, and specifications in the bid document. Failure to furnish complete information required in the bidding document or to submit a bid not substantially responsive to the bidding document may result in rejection of its bid.
6. **CLARIFICATION OF BID DOCUMENT**
 - 6.1 A interested Bidder requiring any clarification of the bid documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bid documents, which it receives not later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
7. **AMENDMENT OF BID DOCUMENT**
 - 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bid document by amendment.
 - 7.2 All interested bidders that have received the bid documents will be notified of the amendment in writing and will be binding on them.
 - 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BID

8. BID PROCEDURE

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

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

9. LANGUAGE OF BID

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

10. DOCUMENTS COMPRISING THE BID

The bid prepared by the Bidder shall comprise the following:

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

11. BID FORM

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

12. BID PRICES

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

13. BID CURRENCIES

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

14. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

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

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

- 15.1 Pursuant to *ITB Clause 2, 8, 10 and 18*, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract and shall consist of:
- 15.1.1 a detailed description of the essential technical and performance characteristics of the goods;
 - 15.1.2 the Bidder shall note that standards for workmanship, material and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specification are intended to be descriptive only and not restrictive: till stated otherwise in Technical Specifications or Bid Data Sheet.

16. BID SECURITY

- 16.1 The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the Bid Data Sheet.
- 16.2 The Bid Security shall remain valid for a period of 28 days beyond the bid validity period. or till it is revalidated/extended for a period mutually agreed upon by the procuring agency and tenderer.
- 16.3 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 16.4 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity; or
 - (b) in the case of a successful Bidder, the Bidder fails:

- (i) to sign the Contract; or
- (ii) to complete the supplies in accordance with the General / Specific Conditions of Contract.
- (iii) to furnish performance security after the ward of contract.

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

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

17. BID VALIDITY

17.1 Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.

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

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

17.4 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

18. ALTERNATIVE BIDS

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

SUBMISSION OF BIDS

19. SEALING AND MARKING OF BIDS

19.1 The envelopes shall:

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

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

20. DEADLINE FOR SUBMISSION OF BIDS

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

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

21. LATE BID

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

22. MODIFICATION AND WITHDRAWAL OF BIDS

22.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification (including substitution or withdrawal of the bids) is received by the Procuring agency prior to the deadline prescribed for submission of bids.

22.2 No bid may be modified and withdrawn after the deadline for submission of bids.

22.3 Withdrawal of a bid before the validity period of bid security may result the forfeiture of bid security.

OPENING AND EVALUATION OF BIDS

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

- 23.1 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.
- 23.2 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.
- 23.3 No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to *ITB Clause 20*.
- 23.4 Bids (and modifications sent pursuant to *ITB Clause 21.1*) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 23.5 The Procuring agency will prepare minutes of the bid opening.

24. **CLARIFICATION OF BIDS**

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

25. **PRELIMINARY EXAMINATION**

- 25.1 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.
- 25.2 **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**.
- 25.3 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.
- 25.4 Prior to the detailed evaluation, (pursuant to *ITB Clause 25*) the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Taxes and Duties, will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 25.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26. **EVALUATION AND COMPARISON OF BIDS**

- 26.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, (pursuant to *ITB Clause 24 & 30*).
- 26.2 The Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) inclusive of prevailing duties/taxes and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 26.3 **Litigation History:** The Bidder should not be involved in any litigation with the Procuring Agency/Govt. Deptt: (Provincial/Federal), else their bid will be rejected.

27. **CONTACTING THE PROCURING AGENCY**

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

28. **REJECTION OF BIDS**

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

29. **RE-BIDDING**

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

30. ANNOUNCEMENT OF EVALUATION REPORT

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

F. AWARD OF CONTRACT

31. POST-QUALIFICATION

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

32. AWARD CRITERIA

Subject to *ITB Clause 24 & 30*, the Procuring agency will award the contract to the qualified bidder **on item rate basis**, the bidder must be qualified to perform the contract satisfactorily. Furthermore, the quoted bid must be as per specification mentioned in the Bill of Quantities.

33. PROCURING AGENCY'S RIGHT TO VERY QUANTITIES AT TIME OF AWARD

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.

34. PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID TO REJECT ANY OR ALL BIDS

- 34.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 34.2 Pursuant to Rule 45 of SPP Rules 2010 (Amended 2013), Procuring agency shall hoist the evaluation report on Authority's web site, and intimate to all the bidders seven days prior to notify the award of contract
- 34.3 The notification of award will constitute the formation of the Contract.
- 34.4 Upon the successful Bidder's furnishing of the performance security, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security (pursuant to *ITB Clause 16.5*).

35. LIMITATIONS ON NEGOTIATIONS

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

36. NOTIFICATION OF AWARD

- 36.1 Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the Procuring Agency.
- 36.2 Upon the successful Bidder's furnishing of the performance security pursuant to *ITB Clause 37*, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.

37. SIGNING OF CONTRACT

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

38. PERFORMANCE SECURITY

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

39. CORRUPT OR FRAUDULENT PRACTICES

The Procuring Agency and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:

- (i) "**corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
- (ii) "**Fraudulent Practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "**Coercive Practice**" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (iv) "**Collusive Practice**" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (v) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (vi) "**Obstructive Practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

B: General Conditions of Contract (GCC)

The Scope of the Contract shall be the *Procurement of items mentioned in the Bid Data Sheet*, and items in accordance with the Specifications and Bill of Quantities enclosed in this *tender document*.

1. DEFINITIONS

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

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

2. APPLICATION

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

3. STANDARDS

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

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

5. PATENT RIGHTS

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

6. PERFORMANCE SECURITY

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

- 6.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- i a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - ii a cashier's or certified check.
- 6.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
7. **RIGHTS OF THE UNIVERSITY**
The University reserves the right to award the contract to one bidder or divide it among several bidders. In the Event when two or more then bidders have same weightage than the quantity of the supply shall be distributed equally among all in that specific item.
8. **INSPECTIONS**
- 8.1 The Procuring Agency or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications at the cost payable by the Bidder.
 - 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Procuring agency.
 - 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
 - 8.4 The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Procuring Agency's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.
9. **PACKING**
The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination.
10. **DELIVERY AND DOCUMENTS**
The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Bidder are mention in the Bid Data Sheet.
11. **INSURANCE**
No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user
12. **TRANSPORTATION**
The Supplier is required under the Contact to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
13. **PAYMENT**
- 13.1 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
 - 13.2 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
 - 13.3 The currency of payment is Pak. Rupees.
 - 13.4 If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled at the risk and cost of Firm
 - 13.5 If the firm fails to execute the contract/supply order as per condition, action will be taken against them which may be their black listing and Earnest Money. / Security Deposit will be forfeited.
 - 13.6 **In case of late delivery @ 0.1% per day will be charged on bid amount deducted from the bill, but not more than 10% of contract value**
14. **ASSIGNMENT**
The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.
15. **INCIDENTAL SERVICES**
The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

16. **PRICES**

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

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

- 17.1 Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements / Contract Award.
- 17.2 If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.
- 17.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
- 17.4 Except as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages.

18. **PENALTIES LIQUIDATED DAMAGES**

Subject to GCC Clause 19, if the Supplier fails or in case of late delivery, even for reasons beyond control, penalty will be imposed upon the Bidder / Manufacturer. The Procuring Agency may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.

19. **FORCE MAJEURE**

The Bidder shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable' alternative means for performance not prevented by the Force Majeure event.

20. **ARBITRATION AND RESOLUTION OF DISPUTES**

- 20.1 The Procuring Agency and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 20.3 In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

21. **GOVERNING LANGUAGE**

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

22. **APPLICABLE LAW**

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

23. **NOTICES**

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

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

24. **TERMINATION FOR INSOLVENCY**

24.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the procuring agency

25. **TERMINATION FOR CONVENIENCE:**

25.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

25.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- i to have any portion completed and delivered at the Contract terms and prices; and / or
- ii To cancel the remainder and pay to the Supplier and agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers

26. **TAXES AND DUTIES**

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

BID DATA SHEET

Procuring Agency	Peoples University of Medical & Health Sciences For Women, Nawabshah, SBA.
Procurement of Goods:	<u>PROCUREMENT OF TONER CARTRIDGES</u>
Bid Procedure:	Single Stage – <u>One 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, SRB / SST / GST Registration Certificate. 7. The bidder has to fill and submit all the appendix given in bid document. 8. Manufacturer Authorization Letter
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	<i>FOR Prices quoted by the Bidder shall be “fixed” and in” Pak Rupees”</i>
Bid Currency:	The price quoted shall be Pakistani Rupee.
Bid Security:	<p>2% 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:	10% of the amount mention in the notification of award from the Procuring agency.
Turn-Over	The Bidders should have at-least Rs. 4,760,625 annual turnover of last three years, which would be verified by bank statement.
Purchase Date:	From 20-04-2018 To 04-05-2018
Bid submission	<p><i>(date & time):</i> 05-05-2018 at 11:00(A.M.) Note: Bids received after the due date and time will not be entertained.</p>
Bid opening	<i>(date & time):</i> 05-05-2018 at 11:30(A.M.)
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:	The bids will be evaluated as <i>ITB clause 2, 3, 5, 8, 10, 16, 17, 18, 19, 22-27 and 29-38.</i>
	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.

**Director Academics(PUMHSW) &
Chairman, Central Purchase Committee**

BILL OF QUANTITIES (B.O.Q.)
Peoples University of Medical & Health Sciences
PROCUREMENT OF TONER CARTRIDGES

S#	Particulars	Quantity	Country of Origin	Rate	Amount
1.	Toner Cartridge: HP 05 A Or Equivalent	75 Nos.			
2.	Toner Cartridge: HP 17 A Or Equivalent	05 Nos.			
3.	Toner Cartridge: HP 26 A Or Equivalent	10 Nos.			
4.	Toner Cartridge: HP 80 A Or Equivalent	30 Nos.			
5.	Toner Cartridge: HP 85 A Or Equivalent	30 Nos.			

Note :

- i. It is of utmost importance that bids should be submitted very carefully.
- ii. The delivery period shall start from the date of award of contract / contract signature.
- iii. The preference for selection and qualification of item, will be given as per quality of item, thus to ensure items will be procured against best value for money.
- iv. 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.
- v. **The Vendor must attach the Manufacturer Authorization Letter**
- vi. The bidder has to fill and submit all the appendix given in bid document.
- vii. The bidder must furnish the list of quoted items as pro-forma mentioned in attached price schedule.

Contractor

Sign with stamp

**Director Academics(PUMHSW) &
Chairman, Central Purchase Committee**

TERMS & CONDITIONS

1. Quantity at any time can be increased / decreased or can be deleted at any time.
2. The Supplier will have to produce evidence in respect of their registration with income tax and sales tax department.
3. The original brochure /catalogue must accompany with offer.
4. 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.
5. The bid shall comprise a single stage one envelope procedure. The envelope marked as "FINANCIAL PROPOSAL" and mentioned clearly address of the Bidder / Supplier
6. 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/-
7. The rates should be given inclusive of SST/GST, Income Tax & any other government duty.
8. Income tax, G.S.T, Stamp duty & other applicable taxes and duties at the government prescribed rates are deductible from the bill.
9. The item(s) which is/are exempted from GST, the rates for the same must be quoted accordingly, stating clearly in BOQ, the cost of all those item(s) excluding G.S.T at the time of payment, no claim for GST shall be paid.
10. All those Suppliers who have been blacklisted by any Government Department, their bids shall not be entertained.
11. The Vendor must attach the certificate that the firm is never Blacklisted by any agency.
12. Suppliers must produce eligibility as per SPPRA rules. In case of non-production of eligibility tender forms will not be issued.
13. Conditional tenders will not be accepted.
14. Payment will be made on availability of funds, if delayed due to any reason; no extra interest / mark-up will be accepted / paid.
15. Rejected consignment shall be returned back to dealers / suppliers at their own cost.
16. The bid validity period shall be for 90 days after opening of tender.
17. Bid money to unsuccessful bidder shall be refunded after one week of tender opening on receipt of application on official letter pad.

DIRECTOR ACADEMICS(PUMHSW) &
Chairman, Central Purchase Committee

MANUFACTURER'S AUTHORIZATION FORM

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.

BID DECLARATION FORM

APPENDIX-B

1. Name of Interested Firm : _____

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

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

4. GST# _____
(Please attach Copy of GST Certificate)

(Inwords)_____

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

6. Contact Person : _____

7. Postal Address : _____

8. Email Address : _____

9. Telephone: PTCL _____ Cell Phone _____
(Compulsory)

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

Contractor
Sign with stamp

CONTRACT FORM
(On Stamp Paper of Rs. 50)

THIS AGREEMENT made the _____ day of _____ 20____ between Peoples University of Medical & Health Science, Nawabshah(SBA). (hereinafter called “the Procuring agency”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., Procurement of _____ for _____, PUMHSW, Nawabshah(SBA) has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications.
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring agency’s Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____
(for the Procuring agency)

Signed, sealed, delivered by _____ the _____
(for the Supplier)

SCHEDULE OF REQUIREMENTS

APPENDIX-D

The delivery schedule hereafter expressed the date of delivery required

Sr. #	Name of the Item	Quantity	Manufacturer	Country of Origin	Delivery Time from the date of Award	Location of Supply
						Main Store of the University

Note: Specifications of above items are mentioned in the bill of Quantities.