

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



BID DOCUMENT

**PROCUREMENT OF
ELECTRONICS ITEMS
FOR PUMHSW**

**FINANCIAL YEAR 2023-2024
(Single Stage – Two Envelope Procedure)**

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INTRODUCTION

Dear Bidder,

The Peoples University of Medical & Health Sciences (PUMHSW) appreciate your interest in response to Notice Inviting Tender, which is advertised in three leading newspapers and also hoisted at the websites of SSPRA & PUMHS.

The PUMHS is premiere educational institute in Nawabshah imparting quality education to the female gender. The PUMHS is interested to acquire goods as mentioned in bill of quantities from potential firms.

The bidder is expected to examine the Bidding Document, including bid data sheet, evaluation criteria, bill of quantities and terms & conditions. Failure to furnish all information required in the Bidding document shall result rejection of the Bidder. In case of any conflict, instructions / provisions herein with the Sindh Public Procurement Rules, 2010 (Amended 2019) (“the Rules”), the Rules shall be applicable.

This Bidding Process will be governed under Sindh Public Procurement Rules, 2010, as amended from time to time during the completion of the contract.

CONTENTS OF BID DOCUMENT

The Bidding Document in addition to the Notice Inviting Tender (NIT) include:

- i. Instructions to Bidders (ITB).
- ii. General Conditions of Contract (GCC).
- iii. Bid Data Sheet
- iv. Eligibility Criteria
- v. Evaluation Criteria
- vi. Bill of Quantity.
- vii. Annexures.

Feel free to contact the Deputy Director Purchase on +92-244-366210 or ddp@pumhs.edu.pk for any information and query.

Thank you.

Deputy Director Purchase
Peoples University of Medical & Health Sciences
for Women, Nawabshah, SBA.

TENDER: _____ FOR PUMHSW.

TENDER PURCHASE RECEIPT

This is to certify that this tender document is issued to below mentioned bidder. The bidder has submitted the tender application along with tender fees (non-refundable) and photocopies of NTN, GST & SRB (where applicable) certificate. The details are as under:

Registered Name _____

NTN Number _____

GST Number (For Goods) _____

SST Number (For Services) _____

Demand Draft / Challan # _____, **Dated:** _____

Rs. _____, **Bank** _____

Representative of the Firm _____

Contact Number Mobile: _____

Contact Number PTCL: _____

Email Address: _____

Postal Address: _____

Deputy Director Purchase
Peoples University of Medical & Health Sciences
for Women, Nawabshah, SBA.



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

"To Educate Women is to Progress the Nation"

No. PUMHSW/DOF/PC/2023-2024/120

Dated: 15-05-2023

NOTICE INVITING TENDER

The Sealed bids are invited from the eligible bidders, for below mentioned tenders:

Sr.	Tender Description	Award Criteria (Most Advantageous Bid)	Bid Procedure
01	Procurement of Chemical & Glassware	Lowest Item Rate Basis	Single Stage Two Envelop
02	Procurement of Electronics Items		
03	Procurement of Furniture & Fixture Items		
04	Procurement of Hardware Items		
05	Procurement of IT Equipment		
06	Procurement of Medical Equipment		
07	Repair of Transport		
08	Procurement of Internet Bandwidth		
Bid Document Issuance	Documents will be issued from the first day of advertisement in Websites / Newspapers up to 03-06-2024 up-to 09:45 (AM) as per SPPRA Rules.		
Tender Fees & Application	The bidder shall pay tender fees Rs. 7,000 per tender (Non-Refundable) via cash deposit in HBL Account OR in the shape of Demand Draft in the favor of Vice Chancellor, PUMHSW. The bidder must send the application along with tender fees and other documents as mentioned in bid document to the office of Deputy Director Purchase, PUMHSW. So that, in case of any modification / amendment in the bid document, must be communicated as per SPPRA Rules.		
Contact details:	PTCL : 0244-366210 and email address : pc@pumhs.edu.pk		
Bids Submission	(Date & time): 03-06-2024 at 10:45 (AM) The Bids received after due date and time will un-accepted.		
Bid Opening	(Date & time): 03-06-2024 at 11:30 (AM)		
Bid Security	3% in the shape of Demand Draft in the favor of Vice Chancellor, PUMHSW		
Bid Submission & Opening Place	The bid document will be Issued and Submitted in the PUMHSW Procurement Cell (i.e. office of the Deputy Director Purchase). The place of opening will be in the Committee Room of Vice Chancellor, Peoples University of Medical & Health Sciences, Nawabshah.		
Eligibility	(i) Valid registration in NTN, GST & SRB (Where applicable). (ii) Experience: Minimum three years of experience in the relevant field. (iii) Turnover: as mentioned in Bid Document.		

Chairman,
Central Purchase Committee,
PUMHSW

Instructions to Bidders. (ITB)

INTRODUCTION

1. SOURCES OF FUNDS

Recurring Budget of current financial year 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 for all bidders as defined in the SPP Rules, 2010 (amended 2017) and its Bidding Documents except as provided hereinafter.
- 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, specification, and other documents to be used for the procurement of the goods under this NIT.
- 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 shall not be eligible to bid, if bidder under a declaration of ineligibility for corrupt and fraudulent practices as well as blacklisted 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 manufacture or produce or the place from which the related services are supplied.
- 3.3 All goods mentioned in Bill of Quantity(BoQ) and related services to be supplied under the contract shall have their origin in eligible source from foreign 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. The Procuring agency will not be responsible or liable for these costs.

THE BID DOCUMENT

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

5. CLARIFICATION OF BID DOCUMENT

- 5.1 An interested Bidder requires any clarification regarding bid document may notify the Procuring Agency in writing as per SPPRA Rule3. The Procuring Agency will respond in writing for clarification of bid document, 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 those have purchased the bidding document.

6. AMENDMENT OF BID DOCUMENT

- 6.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, may modify the bid document by amendment.
- 6.2 All interested bidders those have purchased bid document will be informed accordingly.
- 6.3 The Procuring agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BID

7. BID PROCEDURE

- 7.1 **Single Stage – Two Envelope Procedure** under SPPRA Rule number **46-2**.
 - (a) Bid shall comprise a single package containing two separate envelopes, the technical proposal and financial proposal.
 - (b) The Envelopes must be marked as TECHNICAL PROPOSAL and FINANCIAL PROPOSAL”

in bold and legible writing to avoid confusion.

- (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.
- (d) 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.
- (e) No amendments in the technical proposal shall be permitted during the technical evaluation.
- (f) The Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- (g) The Financial proposals of technically rejected bidders shall be returned un-opened to the respective bidders.

8. LANGUAGE OF BID

- 8.1 The bid document as well as all correspondence 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.

9. DOCUMENTS COMPRISING THE BID

The bid prepared by the Bidder shall comprise as per requirement in eligibility criteria and evaluation criteria

10. BID PRICES

- 10.1 Prices must be quoted in Pak Rupees.
- 10.2 The Bidder shall give unit prices as well as total price of the quoted goods in Price Schedule.
- 10.3 The prices shall be inclusive of all applicable taxes and delivery duty paid. No payment shall be made for the incidental services.
- 10.4 Prices quoted by the Bidder must be fixed during the execution of the contract.

11. BID SECURITY

- 11.1 The Bidder must furnish Bid Security of amount specified in Bid Data Sheet.
- 11.2 The Bid Security must remain valid for a period of 28 days beyond the bid validity period.
- 11.3 The Bid Security may be forfeited:
 - (a) if a Bidder withdraw his submitted bid during the validity period; or
 - (b) in the case of a successful Bidder, the Bidder fails:
 - (i) to sign the Contract; or
 - (ii) to furnish performance security.
 - (iii) to complete the supplies in accordance with the Conditions of bid document and Contract agreement.
- 11.4 Unsuccessful bidders, bid security will be returned as possible as but not later than thirty (30) days after the expiration of the period of bid validity.
- 11.5 The bid security of successful Bidder will be return upon the Bidder signing the contract and submission of performance security, *pursuant to ITB Clause 37*.

12. BID VALIDITY

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

- 12.1 The period of validity may be extended by the Procuring agency with consent of the Bidder. The request and the responses thereto shall be made in writing. The bid security shall also be extended with mutual consent.
- 12.2 A Bidder may refuse the request by the Procuring Agency to extend the bid validity period without forfeiting its bid security.

SUBMISSION OF BIDS

13. SEALING AND MARKING OF BIDS

- 13.1 The envelopes shall:
- (a) having the name and address of the Bidder;
 - (b) having the specific identification of the name and NIT reference number;
 - (c) having the Procuring Agency's name and address mentioned in NIT.
 - (d) having a statement: "**DO NOT OPEN BEFORE**" the time and date specified in the Bid Data Sheet.
- 13.2 If the envelopes are not sealed and marked as required above, the Procuring Agency will not be responsible for the misplacement or premature opening of the bid.

14. DEADLINE FOR SUBMISSION OF BIDS

- 14.1 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.
- 14.2 The Procuring Agency may extend the deadline for submission of bids, by amending the bidding documents as mentioned in *ITB Clause 7*.

15. LATE SUBMISSION OF BID

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

16. MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 The Bidder may modify or withdraw his submitted bid, by written notice received by the Procuring Agency prior to the deadline prescribed for submission of bids.
- 16.2 No bid may be modified and withdrawn after the deadline for submission of bids.

OPENING AND EVALUATION OF BIDS

17. OPENING OF BIDS BY THE PROCURING AGENCY

- 17.1 The Procuring Agency will open all bids in the presence of bidders / representatives, at the time, date, and at the place specified in the Bid Data Sheet. The bidders / representatives shall sign an attendance sheet.
- 17.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, bid security and such other details as the Procuring Agency, at its discretion, will be announced at the opening of the bid.
- 17.3 The Procuring Agency will prepare minutes of the bid opening meeting.

18. CLARIFICATION OF BIDS

- 18.4 During the evaluation process of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of his 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.

19. PRELIMINARY EXAMINATION

- 19.1 The Procuring Agency will examine the bids to determine whether complete, computational errors, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 19.2 Arithmetical errors will be rectified on the following basis:
- a. If there is any discrepancy in the product between unit price and total price, the unit price shall prevail, and the total price shall be corrected accordingly.
 - b. If the Supplier does not accept the correction of the errors, its bid will be rejected, and bid security shall be forfeited.
 - c. If there is any discrepancy found between words and figures, the amount in words will prevail.
- 19.3 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.

If a submitted bid is not responsive bid, it will be rejected and may not be made responsive by the Bidder by correction of the nonconformity.

20. EVALUATION AND COMPARISON OF BIDS

20.1 The Procuring Agency will evaluate and compare the bids as per eligibility and evaluation criteria given in this bid document.

21. CONTACTING THE PROCURING AGENCY

21.1 If bidder wishes to bring any to the Procuring Agency pertaining to bid process, it may do so in writing.

21.2 The bidder shall not influence the Procuring Agency on any matter relating to its bid till the award of contract. It may result the rejection / disqualification of its bid

22. REJECTION OF BIDS

22.1 Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the award of contract.

22.2 The Procuring Agency may communicate in written to a bidder for its rejection.

22.3 If any **erasing and/or alterations** in the submitted bid shall be authenticated by the authorized person by his full signature. Use of white fluid markers shall lead to rejection of bid.

Ambiguous and incorrect information in the submitted bid will result rejection of bid

23. ANNOUNCEMENT OF EVALUATION REPORT

23.1 The Procuring Agency will announce the Evaluation Report prior to the award of contract as per SPPRA Rule.

F. AWARD OF CONTRACT

24. AWARD CRITERIA

24.1 The Procuring Agency will award the contract to the qualified bidder **as per criteria mentioned in the bid data sheet**. The bidder must perform the contract satisfactorily. The quoted bid must be as per required specification mentioned in Bill of Quantities.

25. Procuring Agency's right to Change quantities at time of award

25.1 The Procuring Agency reserves the right to change the quantity of item(s) mentioned in bill of quantity without any change in unit price or other terms and conditions.

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

26.1 The Procuring agency reserves the right to accept or reject any or all bid, at any time prior to contract award.

26.2 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

26.3 Upon furnishing of the performance security by the successful Bidder's, the Procuring agency will promptly notify to each unsuccessful Bidder and will return its bid security (pursuant to *ITB Clause 16.5*).

27. NOTIFICATION OF AWARD OF CONTRACT

27.1 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.

28. SIGNING OF CONTRACT

28.1 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.

28.2 The successful Bidder and the Procuring Agency will sign the Contract agreement on legal stamp paper valuing 0.3% of the value of contract, (cost shall be borne by the bidder) within seven days of the official announcement of the award. In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract agreement, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding process for all 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.

29. PERFORMANCE SECURITY

- 29.1 The successful Bidder shall furnish Performance Security as prescribed in bid data sheet. Upon submission of Performance Security, the Bid Security will be returned.
- 29.2 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.
- 29.3 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered for the annulment of the award and forfeiture of the performance Security, in which event the Procuring Agency may make the award to the next lowest evaluated Bidder.

30. CORRUPT OR FRAUDULENT PRACTICES

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

"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 NIT attached with this bid document*, in accordance with the Specifications and Bill of Quantity 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 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

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

3. STANDARDS

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

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

5. **PATENT RIGHTS**
 - 5.1 The Bidder shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part in the country.
6. **RIGHTS OF THE PROCURING AGENCY**
 - 6.1 The Procuring Agency 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. **INSPECTIONS**
 - 7.1 The Inspection Committee have the right to inspect and verify the goods to confirm their conformity to the Contract specifications.
 - 7.2 The inspections and verification may be conducted at the premises of the Procuring Agency
 - 7.3 Any / all inspected or verified Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall be bound either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
8. **DELIVERY AND DOCUMENTS**
 - 8.1 The Bidder shall make delivery of the goods in accordance with the terms specified in the bid data sheet and Procurement Order.
9. **INSURANCE**
 - 9.1 No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition.
10. **TRANSPORTATION**
 - 10.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination, the related costs shall be deemed to have been included in the Contract Price.
11. **PAYMENT**
 - 11.1 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing the Goods delivered and upon fulfillment of other obligations stipulated in the Contract.
 - 11.2 Payments shall be made promptly by the Procuring agency, subject to issuance of satisfactory certificate by inspection committee.
 - 11.3 If the supply is not according to the specifications or unsatisfactory, the Contract will be rejected and cancelled by the Procuring Agency.
 - 11.4 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 forfeited of performance security.
 - 11.5 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
12. **ASSIGNMENT**
 - 12.1 The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.
13. **DELAYS IN THE BIDDER'S PERFORMANCE**
 - 13.1 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.
 - 13.2 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

14. **PENALTIES LIQUIDATED DAMAGES**

14.1 If the Supplier fails or in case of late delivery, penalty will be imposed upon the Bidder as mentioned above. 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.

15. **FORCE MAJEURE**

15.1 The Bidder shall not be liable for forfeiture of its Performance 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.

16. **ARBITRATION AND RESOLUTION OF DISPUTES**

16.1 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 as per SPPRA Rules.

17. **APPLICABLE LAW**

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

18. **TAXES AND DUTIES**

18.1 Supplier shall be entirely responsible for all applicable taxes incurred until delivery of the contracted Goods to the Procuring agency.

19. **Issuance of Variation and Repeat Orders.**

19.1 Agency may issue a Variation Order for procurement of supply, physical services from the original contractor to cover any increase or decrease in quantities within the limit of 15% as per SPPRA Rule.

Clause- 08: Quality Control.

(A) **Identifying Defects:** If at any time before the performance security is refunded to the contractor/during standard warranty period, the Procuring Agency may instruct the contractor to resolve the issue / replace the defected item(s).

Clause – 14: Financial Assistance / Advance Payment.

Secured advance is not allowed.

C-BID DATA SHEET

Procuring Agency	Peoples University of Medical & Health Sciences For Women, Shaheed Benazir Abad, Nawabshah.	
Tender Description	Procurement of Electronics Items	
Bid Procedure:	Single Stage – Two Envelope	
Bidder's (Who can Apply)	1	Bidder shall be a Pakistani entity.
	2	The Bidder must have valid NTN Number, GST & SRB (Where applicable),
	3	The bidder is NOT BLACK LISTED from any Procuring Agency in Pakistan.
	4	The bidder shall have at-least 03 years of experience in the relevant field.
	5	The bidder should have required annual turnover as mentioned eligibility criteria.
	6	Firm must comply with specifications mentioned in bidding documents.
	7	The Conditional bid will be disqualified.
Bid Document can be purchased From:	Office of the Deputy Director Purchase, Directorate of Finance, PUMHSW, SBA, Nawabshah. PTCL # 0244-366210. Email: ddp@pumhs.edu.pk	
Language:	English	
Bid Currency:	Bid shall be in PKR.	
Quoted Prices.	The Bidders shall quote price including Delivery Duty Paid and all applicable taxes.	
Bid Security:	3% of quoted bid; Only Demand Draft in the favor of “Vice Chancellor, Peoples University of Medical & Health Sciences”	
Bid Validity:	The bid should be valid for 90 days	
Perf. Security.	10% of Contract Award Amount (as mention in Acceptance Letter). Only Demand Draft in the favor of “Vice Chancellor, PUMHSW.	
Award Criteria	Most Advantageous Bid (Item-Wise Least Cost Selection Method).	
Purchase Date:	Bid Document will be issued from 1 st day of publication in websites or newspaper up to 03-06-2024 up-to 09:45 (AM)	
Bid submission	(Date & time): 03-06-2024 at 10:45 (AM) Bids received after the due date and time will be un-accepted.	
Bid opening	(Date & time): 03-06-2024 at 11:30 (AM)	
Bid opening place	In the Committee Room of Vice Chancellor at Latif Hall, PUMHSW	
Delivery Period	30-to-45 Days at PUMHSW (as mention in Procurement Order)	
Installation Period	It will start after receiving of equipment at site.	
Warranty Period	It will start after the satisfactory installation and issuance of Installation Certificate from the End User (Head of Department). This period will remain functional till standard warranty period with replacement of parts and lubricants.	
Inspection:	The goods will be verified by the Inspection Committee as per specification mentioned in the bid document & Purchas Order.	
Payment	70% Payment shall be made after the receipt of Inspection Committee certificate.	
	30% Payment shall be made after the receipt of End User certificate.	
Bid Evaluation:	The bids will be evaluated as per Evaluation Criteria given in this bid document.	
	The quantity can be increased / decreased at any time as per SPPRA Rules.	
	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).	
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.		

Chairman,
University Central Purchase Committee

D-ELIGIBILITY CRITERIA

The bidder is required to submit the following mandatory information. The bidder shall ensure and check the attachment before submission of proposal.

Sr. #	Description	Page #
1	ATTACHMENTS	
A	The bidder shall attach proof of tender Purchase fees.	
B	The technical proposal shall have proper Index & page numbers with respect to mandatory required documents.	
C	Each page of Technical & Financial proposal shall have page numbers, signed by authorized person with company stamp. It shall be computerized / typographical format, the hand written bids shall be disqualified.	
D	The Bidder shall attach the photocopy of Bid Security Demand Draft (without showing the Amount / value) with the technical proposal and Original with Financial Proposal.	
E	Undertaking for Non-Black Listed on Stamp Paper(PKR 100/-), that : 1. The bidder shall not have been barred / black listed by any of Federal or Provincial Government Department, Organization or Autonomous Body or any other Procuring Agency in Pakistan. 2. "No Dissatisfactory Performance" at any Procuring Agency for last 5 years.	
F	Attach current list from SPPRA-PPMS website List of Black Listed Firms.	
2	VALID REGISTRATIONS WITH FOLLOWING:	
A	NTN Certificate (<i>Attach Photocopy</i>) Mention NTN Number _____	
B	GST Certificate : (<i>Attach Photocopy</i>) Mention GST Number _____	
C	SRB Certificate : (<i>Attach Photocopy</i>) Mention GST Number _____ (Where Applicable)	
3	EXPERIENCE IN THE RELEVANT FIELD	
A	Company Profile along-with Owners CNIC Copy	
B	Years of Operation of Company after its Registration (<i>Attach documentary evidence</i>)	
C	Attach Last Five Years Purchase Order along with completion evidence.	
D	Client Contact List of Last Five Years as per attached Purchase Orders.	
4	PRODUCT COMPLIANCE	
A	Undertaking on Stamp Paper (Rs.100/-), that: 1. The Bidder has quoted the items as per required specification. 2. The Bidder shall complete the tender as per terms and condition mention in contract agreement. 3. The bidder has agreed all the terms & condition given in the bid document. 4. In case of non-compliance with required specification, the Procuring Agency has the right to take necessary action.	
B	Price Schedule showing make and model of each item (without Rates) with Technical Proposal.	
C	Provide Technical Data Sheet / brochure for each item.	
5	TURN-OVER	
A	Undertaking on Stamp Paper(Rs. 100/-), that: The Bidder has the required Turnover (at-least estimated cost of the tender).	
B	Attach Income Tax Returns / Audit Reports for last Five fiscal years/	
C	Bank Certificate showing Year-wise Annual Turn Over for last five years.	

NOTE:

- To qualify for next stage, the bidders must fulfill all requirements as given at eligibility criteria table, else the bid shall be disqualified.
- The bidder must fill and submit all the appendix given in bid document, along with supporting documents.
- The bidders shall set his profile according to sequential order of criteria and tag them.
- The Procuring Agency reserves the right to visit the site for the physical verification of equipment and human resources etc.

Bidder
Signature with stamp

Chairman,
University Central Purchase Committee

Technical Bids Evaluation:

- (a) Conditional Bids / Telegraphic Bids / Bids not accompanied by Bid Security proof / bids received after specific date and time / bids of Black Listed firms shall be treated as rejected / non-responsive.
- (b) The merit point system for evaluation factors / criteria will be applied for technical proposals.
- (c) Bidders achieving minimum 70% marks will be considered only for further process besides compliance of all mandatory clauses. To acquire marks for each parameter the documentary evidence must be attached.

Financial Bid Evaluation:

- a. Technically qualified bidder(s) shall be eligible for the opening of Financial Bid(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- b. Bids not accompanied by the Bid Security shall be rejected.
- c. Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Bidder.

E-EVALUATION CRITERIA

The bidder is required to submit the following mandatory information. The bidder shall ensure and check the attachment before submission of proposal.

Sr.	PARAMETERS	Marks
1	YEAR OF ESTABLISHMENT <i>(Substantial documentary evidence must be provided)</i>	Max. 10
A	One Mark per year after registration with FBR	10 Marks
2	PRIOR EXPERIENCE IN THE RELEVANT FIELD: Attach Documentary evidence in shape of Purchase Order / Contract Award Highlighting the amount and period of project.	Max. 30
A	Purchase Order / Contract Award valuing PRs. 1.000 million or above. (2 marks for each PO / Contract Award – Maximum 30 Marks)	30 Marks
3	ANNUAL TURNOVER FOR LAST FIVE YEARS	Max. 25
A	PKR 25 million or Above (5 marks for each year Maximum 25 Marks)	25 Marks
B	PKR 20 million or Above (4 marks for each year Maximum 20 Marks)	20 Marks
C	PKR 15 million or Above (3 marks for each year Maximum 15 Marks)	15 Marks
5.	DELIVERY SCHEDULE UNDERTAKING	Max. 10
A	Within 25 days	10 Marks
B	Within 35 days	08 Marks
C	Within 45 days	05 Marks
	TOTAL MARKS	75 Marks

Note:

To qualify for financial evaluation, the bidders must secure 70% marks in Technical Evaluation.

Bidder

Signature with stamp

Chairman,

University Central Purchase Committee

TERMS & CONDITIONS

1. All the information provided in the bid should also be adequately supported by relevant documents and technical brochures. Bidders may attach documents highlighting the competitive edge and unique features of their proposals.
2. At the time of bid submission, if bidder is failed to submit required supporting documents along with the bidding document, his bid will be considered as incomplete. No time extension / correspondence for provision of documents / issues leading to litigation will not be accepted at the time of bid opening / bid evaluation process. The submitted documents will be assumed as final and last.
3. The PUMHSW Authority Nawabshah reserves the right to accept or reject any or all the bids or Decrease the Quantities of items or may modify, change, alter, cut, gram age, Design, Structure of manufacturing unit, color scheme, shade, polish , polish type, rectify the mistake by oversight / clerical/ typing in context to financial and technical provisions.
4. The rates should be given inclusive of GST, Income Tax & any other government duty.
5. Income tax, G.S.T, SST, SRB, Stamp duty & other applicable taxes and duties at the government prescribed rates are deductible from the bill.
6. The Bidder has to supply all the items at central Store of PUMHSW.
7. There shall be inspection in presence of representative(s) of the Bidder and Purchaser on arrival of items at Main Store.
8. Payment will be made on availability of funds, if delayed due to any reason; no extra interest / mark-up will be accepted / paid.
9. The substandard or below the mark manufactured material or components shall not be used for the Manufacturing otherwise on the day of inspection or afterward Procuring Agency may cancel the Purchase Order and cease the performance security.
10. Rejected consignment shall be returned back to dealers / suppliers at their own cost.
11. The Purchase / Supply orders submitted by the bidder of schools (public and private) will not be applicable and will not be assumed as standard required by the Procuring Agency.
12. In case of breach of contract, the damages suffered by the Procuring Agency shall be recovered to the full extent from the Contractor's Performance Security.
13. If the Bidder fails to deliver items within the time specified in the Purchase Order, the penalty will be imposed as approved by the Competent Authority (as per Rules). The performance security shall also be forfeited. There shall be a deduction from the Contract Price, as liquidated damages, a sum of 2% of total value per month or a part of the month contract price of each unit of the undelivered stores for each calendar month of delay. Total liquidated damages payable to the Purchaser shall not in any case exceed by five percent (5%) of the Contract Price of the unit or units so delayed and such deduction shall be in full satisfaction of the Contractor's liability for the said failure.

Bidder
Signature with stamp

Chairman,
Central Purchase Committee.

TECHNICAL PROPOSAL SUBMISSION FORM

[Location,
Date]

To (Name and address of Client / PUMHSW)

Dear Sir,

We, the undersigned, offer to provide the _____ **(insert title of assignment)** in accordance with your NIT / Tender Document No. **(insert number)** dated **(insert date)** and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Bids sealed in one envelope.

Having examined the bidding documents including Addenda / Corrigendum Nos. **(insert numbers & Date of individual Addendum / Corrigendum)**, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the SERVICES / GOODS under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents.

We undertake, if our bid is accepted, to deliver the Services / Goods in accordance with the delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

We also confirm that the any Government organization (Federal / Provincial / Local) has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

***Authorized Signature [In full and initials]: Name and Title of
Authorized Signatory: Name of
Bidder:
Stamp / Seal:***

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To (Name and address of Client / Competent Authority (PUMHSW))

Dear Sir,

We, the undersigned, offer to provide the **(Insert title of assignment)** in accordance with your NIT / Tender Document No. **(insert number)** dated **(insert date)** and our Technical Proposal. Our attached Financial Proposal is for the sum of **(insert amount in words and figures)**. This amount is inclusive of all taxes, duties etc. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Bid / Proposal and Contract execution.

We also declare that the any Government organization (Federal / Provincial / Local) has not declared us or any Sub- Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

*Authorized Signature [In full and initials]: Name and Title of
Authorized Signatory: Name of
Bidder
Stamp / Seal:*

**GENERAL COMPLIANCE CERTIFICATE
DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS
(On PKR 100/- Stamp Paper)**

[Location, Date]

To: [Name and address of Employer]

**Re: Tender Reference NO. PUMHSW/DP/2022/_____, Dated_____2022,
“Tender: _____”**

Dear Sir,

I/we carefully gone through the Terms & Conditions as mentioned in the above referred PUMHSW Tender document. I/we declare that all the provisions of this Tender are acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

*Authorized Signature [In full
and initials]: Name and Title of
Authorized Signatory: Name of
Bidder:
Stamp / Seal:*

**(Must be Printed on Rs. 100/- Stamp Paper)
UNDERTAKING / CERTIFICATE**

If provided information with the bid document found false, or any criminal proceedings found in any court of law, the services of the hired security agency will be immediately terminated without assigning any reason and making any refund / payment. Further, the performance security given by the firm will also be confiscated and the firm will be declared black listed.

M/s. _____

Contact Person: _____

Address: _____

Tel #: _____ Mobile #: _____ Fax #: _____

Email: _____

Signature: _____ Dated: _____

Agency Seal:

**DECLARATION OF ANNUAL TURNOVER
AND INCOME TAX RETURN**

(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

Ref: PUMHSW/DOF/PC/2023/24

, Dated,

for Tender “_____”.

Dear Sir,

I/we hereby declare that, our firm's Annual Turnover is as follow:

F. Y. 2019 – 20	F. Y. 2020– 21	F. Y. 2021– 22	F. Y. 2022– 23	F. Y. 2023– 24
PKR _____ (Million)	PKR _____ (Million)	PKR _____ (Million)	PKR _____ (Million)	PKR _____ (Million)

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last the 3 financial years (as mentioned above). Copies of ITR and Audit Reports are attached for ready reference.

Yours faithfully,

***Authorized Signature [In full and initials]: Name and Title of
Authorized Signatory: Name of
Bidder:
Stamp / Seal:***

PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES
BILL OF QUANTITIES (B.O.Q.)
PROCUREMENT OF ELECTRONICS ITEMS

S:No.	ITEM NAME	Item Description	QTY	Rates	Amount
1.	LED 55"	TLC LED 55" Model # L55P635 (Android 4K) Or Equivalent	2 Nos		
2.	Microwave Oven	Capacity: 23 liters, Power Output: 700w Color: Black 1 year warranty Dawlance, Kenwood, Or Equivalent	2 Nos		
3.	Refrigerator	Refrigerator Inverter Technology, LVS, Two Door, 10 cubic feet Latest Model, Dawlance, Kenwood, Or Equivalent	10 Nos		
4.	Split Air Conditioner 1.5 Ton	Split Air Conditioner Inverter 1.5 Ton along with kit bracket & Installation, 75% Energy Efficient Note: Bidders are advised to quote latest model. Make: Kenwood / Gree / Mitsubishi or Equivalent	31 Nos		
5.	Water Chiller (Electric)	75 Liters Capacity, Steel Body, 1 Year Compressor Warranty Latest Model Meco Latest Model Or Equivalent	5 Nos		
6.	Water Cooler Electric	Electric Water Cooler 70 Liters capacity, steel body, 1 year compressor warranty Meco Latest Model Or Equivalent	1 No		
7.	Water Dispenser	Glass Door 3 Tap Water Dispenser, Capacity 3.5 liters, Cabinet Refrigerator Latest Model, PEL, Orient, Dawlance Or Equivalent	21 Nos		
Total Bid Amount					
Bid Security Required Amount					
Bid Security Demand Draft Amount					

Bidders
Signature & Stamp

Chairman, C.P.C.
PUMHSW, SBA.