

HEC FUNDED PROJECT
RAWALPINDI MEDICAL UNIVERSITY



BIDDING DOCUMENT
FOR THE PROCUREMENT OF I.T EQUIPMENT
FOR THE PROJECT
“ESTABLISHMENT OF RESEARCH
LABORATORIES AND ALLIED FACILITIES.”
(FOR THE YEAR 2022 - 2023)
On
FOR basis

Table of Contents

Checklist.....	4
Instructions To Bidder	5
General Instructions	5
1. Content of Bidding Documents	5
2. Source of Funds.....	5
3. Eligible Bidders	5
4. Eligible Goods and Services	5
5. Cost of Bidding.....	6
6. Clarification of Bidding Documents.....	6
7. Amendment of Bidding Documents	6
8. Qualification and disqualification of Bidders.....	6
9. Corrupt or Fraudulent Practices	6
Preparation of Bids.....	7
10. Language of Bid.....	7
11. Documents Comprising the Bid.....	7
12. Bid Form and Price Schedule	7
13. Bid Prices	7
14. Bid Currencies	7
15. Documents Establishing Bidder's Eligibility and Qualification	7
16. Documents Establishing Good's Eligibility and Conformity to Bidding Document.....	7
17. Bid Security.....	8
18. Bid Validity.....	8
Submission of Bids.....	9
19. Format and Signing of Bid	9
20. Sealing and Marking of Bids	9
21. Deadline for Submission of Bids	9
22. Late Bid	9
23. Withdrawal of Bids.....	9
Bidding Procedure.....	10
24. Single stage-two envelopes bidding procedure.....	10
Opening and Evaluation of Bids.....	10
25. Opening of Bids by the Procuring Agency	10
26. Clarification of Bids.....	10
27. Preliminary Examination.....	10
28. Evaluation and Comparison of Bids	11
29. Evaluation Criteria.....	12
30. Parameters	12
31. parameters	13
32. Contracting the procuring agency.....	13
33. Rejection of bids.....	13
32. Rebidding	14
34. Announcement of evaluation report.....	14
Award of contract	
35. Acceptance of bid and award criteria.....	14
36. Procuring agency's right to vary quantities at the time of award.....	14
37. Limitations of negotiation.....	14

38. Notification of Awards.....	14
39. Signing of Contract.....	14
40. Performance Guarantee	15
41. Schedule of Requirements.....	15
42. Redressal of grievances by the Procuring Agency	15
General Conditions of Contract	15
1. Definitions.....	15
2. Application	15
3. Country of Origin	15
4. Standards	16
5. Use of Contract Documents and Information	16
6. Patent Rights	16
7. Submission of Samples	16
8. Ensuring storage/installation arrangements	16
9. Inspection and Tests	16
10. Physical examination/inspection of goods.....	16
11. Delivery of Documents.....	16
12. Insurance.....	17
13. Transportation.....	17
14. Incidental Services	17
15. Warranty.....	17
16. Payment	17
17. Prices	17
18. Contract Amendments.....	17
19. Assignment.....	17
20. Subcontracts.....	17
21. Delays in the Supplier's Performance.....	18
22. Penalties/liquidated Damages.....	18
23. Termination for Default	18
24. Force Majeure.....	18
25. Termination for Insolvency.....	18
26. Arbitration and Resolution of Disputes.....	18
27. Governing Language.....	19
28. Applicable Law.....	19
29. Notices.....	19
Special Conditions of Contract.....	20
Annexures	
1. Invitation for Bids for Procurement of I.T EQUIPMENT	21
2. Performance Guarantee Form	23
3. Manufacturer's Authorization Form.....	24
4. Contract Form	25-32
5. Bid Form.....	33
6. Price Schedule (DDP basis).....	34
7. Price Schedule (LC basis).....	35

Check List/Evaluation Criteria (Part-A)

The provision of this checklist is essential prerequisite along with submission of tenders.

<u>SR. #</u>	<u>DETAIL</u>	<u>YES / NO</u>	<u>PAGE #</u>
<u>KNOCK OUT CLAUSES</u>			
1	Original receipt for purchase of tender.		
2	Bid Security 2% of the estimated cost denominated in Pak rupees in the name of V.C RMU, Rawalpindi. Original bid security should be attached with Technical offer		
3	Copy of Valid National ID Card (NADRA) of the bidder		
4	Acceptance of terms and conditions of tender documents duly signed and stamped by the bidder on original letter pad		
5	Minimum one-year Experience of Working with any Government Department/Autonomous Body /Attached Department		
6	Mandatory warranty of the product as per terms and conditions of the contract. Proof that the company is authorized to give warranty on behalf of the Principal to be provided.		
7	Company profile including engineering and managerial capability.(copy of certificates must be attached)		
8	An affidavit on stamp paper of Rs.100/- submitting following clauses: i) that maintenance of I.T EQUIPMENT and replacement of defective parts under warranty shall be done, ii) that the firm is never blacklisted on any grounds whatsoever.		
9	Price should not be mentioned on technical bid.		
10	Last one year bank statement / balance sheet, valid National tax number, General Sale Tax/Income tax certificate & latest tax paid.		
11	Valid National Tax Number, GST, Active Tax payer List and Professional Tax certificate all must be attached.		
12	List of similar products supplied to Govt. Institutions and private sector.		
13	Literature / Brochure of product		
14	Valid manufacturer authorization form / agency agreement from manufacturer. (if required)		
15	Certificate / Documentary proof to the effect that the Principle is the original manufacturer of the required goods (major components, mainframe, etc.) (where applicable)		
16	Certificates regarding quality of production for conformity with International Standards (copy of certificate FDA / CE / MHLW/ ISO) (where applicable)		
17	Detail of workshop/ technical staff to be provided. (where applicable)		
18	Supply orders detail over last one year (minimum) Government, Semi-Government, and private sector.		
19	Compliance to Technical Specifications		
20	Satisfactory past Performance of the firm with reference to the product		

A. Instructions to Bidders (ITB)

General Instructions:

1. Content of Bidding Document

1.1 The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Contract Form;
- (g) Manufacturer's Authorization Form;
- (h) Performance Guarantee Form;
- (i) Bid Form; and
- (j) Price Schedule.

1.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.

1.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

2. Source of Funds

2.1 Rawalpindi Medical University has received the funds from HEC for the Project "Up gradation Of College of Nursing Holy Family Hospital to Postgraduate Institute of Nursing & Midwifery, Rawalpindi

3. Eligible Bidders

3.1 This Invitation for Bids is open to all Firms/Companies/Sole Proprietors (Sole Distributors)/ Importers & General order Suppliers for supply of goods.

3.2 The bidder must possess valid authorization from the Foreign Principal / Manufacturer and in case of Manufacturer; they should have a documentary proof to the effect that they are the original Manufacturer of the required goods.

3.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

4. Eligible Goods and Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source Countries and all expenditures made under the contract shall be limited to such goods and services.

4.2 For the purpose of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, insurance, after sale service, spare parts availability, etc. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing, or substantial and major assembly of components, a commercially recognized product is produced that is substantially different in basic characteristics or in purpose or utility from its components.

5. Cost of Bidding

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

7. Amendment of Bidding Documents

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 prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them.

7.3 In order to allow prospective 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. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

8.1 In the absence of prequalification, the Procuring Agency shall 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, in accordance with the criteria listed in ITB Clause 29.2.

8.2 The determination shall take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 29.2, as well as such other information as the Procuring Agency deems necessary and appropriate.

8.3 An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

8.4 The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities, may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

8.5 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.

8.6 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be black listed.

9. Corrupt or Fraudulent Practices

9.1 The Procuring Agency requires that all Bidders/ Suppliers observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency:

- a.** defines, for the purposes of this provision, the terms set forth below as follows:
 - I.** "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and
 - II.** "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- b.** shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

Preparation of Bids

10. Language of Bid

10.1 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 written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

11.1 The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and Price Schedule completed in accordance with ITB Clauses 12 and 13 (to be submitted along with financial proposal);
- (b) Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (c) Documentary evidence established in accordance with ITB Clause 15 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

12. Bid Form and Price Schedule

12.1 The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents (Annexure A Form), indicating the goods to be supplied, a brief description of the goods, specifications, taxes, quantity, and prices.

13. Bid Prices

13.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.

13.2 Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number/ bid number of the quoted item may be marked or highlighted with red/yellow marker.

13.3 The Bidder should quote the prices of goods according to the technical specifications. The specifications of goods, different from the demand of enquiry, shall straightway be rejected.

13.4 The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

13.5 Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bidder.

13.6 While tendering your quotation, the present trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained after the bid has been submitted.

14. Bid Currencies

14.1 Prices shall be quoted in Pak Rupees in case of free delivery basis (DDP).

14.2 State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of financial bid (Import Cases).

15. Documents Establishing Bidder's Eligibility and Qualification

15.1 The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

15.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3.

15.3 The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:

- (a) The Supplier/ agent shall have to produce letter of authorization from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided.
- (b) National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by each Bidder in the tender.

- (c) The Bidder/ Manufacturer shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a local body or a public sector organization. On account of submission of false statement the Bidder shall be disqualified forthwith and subsequently black listed.
- (d) The Bidder should have minimum one-year experience in the market which will be counted from the date of Authorized Letter of Principal/Local Manufacturer. Similarly it is mandatory that the item to be quoted by the Bidder/ Manufacturer should have already been used in different public/ private Institutions. Documentary proof shall have to be provided in this regard.
- (e) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.
- (f) The Bidder must indicate the country of origin of the goods, capacity of production of the firm (in case of manufacturer), its financial status, necessary assurance of quality production, Certificate(s) for conformity with International standards of Quality (original or attested certification) and list of qualified technical staff along with qualification and trainings, details of staff, list of main services, testing and calibration tools and supervisory staff working in the production and quality control departments in the manufacturing plants.
- (g) The Bidder (in case of manufacturer) shall provide a list of plant, major machinery and equipment installed in the factory. All necessary I.T EQUIPMENT must be calibrated and validation certificate to be included in the technical bid.
- (h) In case of non-local manufacturers the list of Countries in which the specific product is available and is in use. Information to be duly certified by the appropriate Punjab Chapter of the Chamber of Commerce.
- (i) The Bidder shall provide firms balance sheet, latest tax paid, audit inspection report (if undertaken) and at least one year bank statement.
- (j) The Bidder shall provide total list of products it supplies in the market. The Bidder shall also supply attested copy of the first invoice for the specific product for which bidding is being undertaken. The Bidder shall also be responsible for providing up to date and authentic contact details of both private and public Institutions to which it has supplied over the last two years. Bidder shall also provide supply order details over last one (01) year with complete and up to date details of its distribution sub-offices or/and representatives.

16. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

16.1 Pursuant to ITB Clause 11, the Bidder shall furnish along with technical proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

16.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered, with a certificate of origin issued by the Manufacturer.

16.3 Submission of sample (where demanded): If so required by the technical committee, to be recorded in writing, the bidder shall provide a sample or demonstration as the case may be.

17. Bid Security

17.1 Bid Security 2% of estimated cost of each item denominated in Pak rupees in the name of V.C RMU, Rawalpindi. Original bid security should be attached with Technical offer.

18. Bid Validity

18.1 Bids shall remain valid for a period of 90 days after opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

18.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for 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. Such extension shall be for not more than the period equal to the period of the original bid validity

18.3 Bidders who,

- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

Submission of Bids

19. Format and Signing of Bid

19.1 The bid shall be signed and stamped by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.

19.2 Any alteration, erasures, or overwriting shall be valid only if they are initialed by the bidder(s).

19.3 All bidding documents to be signed and stamped by the authorized person of company.

20. Sealing and Marking of Bids

20.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope.

20.2 The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- b) bear the Institution name in the Invitation for Bids, and shall be described by the following sentence: "DO NOT OPEN BEFORE." to be completed with the time and the date specified in the invitation for Bid.

20.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as non-responsive or late.

20.4 If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

21. Deadline for Submission of Bids

21.1 Bids must be submitted by the Bidders and received by the Procuring Agency at the given address not later than the time and date specified in the Invitation for Bids.

21.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Bid

22.1 Any bid received by the Procuring Agency after the deadline shall be rejected and returned unopened to the Bidder.

23. Withdrawal of Bids

23.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.

23.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

The Bidding Procedure

24. Single stage – two envelopes bidding procedure

24.1 Single stage – two envelopes bidding procedure shall be applied:

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) the envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- (iii) initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- (iv) the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened;
- (v) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
- (vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) the financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance;

- (viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted.

Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency

25.1 The Procuring Agency shall initially open only the envelopes marked "TECHNICAL PROPOSAL" in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Bidders' representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" shall remain unopened and shall be retained in safe custody of the Procuring Agency till completion of the evaluation process.

25.2 The Bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal/ bid opening, except for late bids, which shall be returned unopened to the Bidder. However, at the opening of financial proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

25.3 The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

26. Clarification of Bids

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

27. Preliminary Examination

27.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.2 In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall 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 Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

27.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.4 Prior to the detailed evaluation the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. 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 shall be deemed to be a material deviation for technical proposals. 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.

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

28. Evaluation and Comparison of Bids

28.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.

28.2 The Procuring Agency's evaluation of technical proposal/ bid shall be on the basis of previous performances, test reports, inspection of plant/ factory/ premises, previous experience, financial soundness and such other details as already highlighted. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties.

28.3 All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in these bidding documents.

28.4 In case of procurement on C&F/ CIP/ CIF basis; for the purpose of comparison of bids quoted in different currencies, the price shall be converted into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan/ National Bank of Pakistan on that day.

28.5 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issuance of notice for invitation of bids.

29. Evaluation Criteria

29.1 For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, engineering/ technical capabilities, financial soundness and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration. The following evaluation factors/ criteria will be employed on **technical proposals**. The number of points allocated to each factor shall be specified in the Evaluation Report. **Only bids securing minimum of 60% marks would be declared technically accepted.**

- i) After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
- ii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying mark shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of those Bidders failing to secure minimum marks in the technical evaluation shall be returned unopened). These financial proposals shall be then opened, and the total prices read aloud and recorded.

29.2 Evaluation Criteria

For the purposes of evaluation the word "Product" would mean the specific item included in the bidder's bid, the specific make and model the bidder is including in the bid. Marking will be as follows:

EVALUATION CRITERIA Part-B

(I.T EQUIPMENT)

ASSESSMENT PARAMETER MARKS

The following parameters are applicable both for petty consumable items and highly sophisticated items.

- Note:** 1. Checklist and summary page shall be provided by the firm concerned.
2. Warranty of the product offered by company is mandatory.

Sr. No	Assessment Parameter	Marks
1.	Product certification <ul style="list-style-type: none">• Certificates FDA/CE(MDD)/MHLW Any two certificates = 8 Any one certificate = 4• For Local Products ISO= 5 ISO 14000 = 3	08
2.	Additional beneficial features above the required specifications	02
3.	Financial soundness <ul style="list-style-type: none">• Income Tax Paid = 4• Balance sheet = 8 OR• Bank statement = 6 <p>If balance sheet and bank statements both are deposited then only marks of balance sheet (8 marks) would be counted. Tapering down phenomenon regarding rating of marks shall be applied on competitive firms.</p>	12
4.	General overall sale in Pakistan in reference to the quoted brand <p>Relative proportion amongst the bidders would be measured. Tapering down phenomenon in marking would be applied.</p>	08
5.	Overall reputation of the quoted brand in Pakistan <p>Overall reputation of the product shall be envisaged by following criteria:</p> <ul style="list-style-type: none">• No. of references/certificates provided regarding performance of the product from head of the concerned institute(s). References/certificates of the product shall be verified by the department independently.	10
6.	Brand, make and model of the product <ul style="list-style-type: none">a) Local product with<ul style="list-style-type: none">i) International market = 10ii) Only local market = 08b) Foreign product<ul style="list-style-type: none">i) In two or more continents = 06ii) In single continent = 04	10
7.	Product specialization <p><u>Product must be as per latest technology and internationally recognized by practitioners. Proof in form of reviews, opinions, articles etc. in acknowledged journals etc. of such to be provided by the bidder. Scoring shall be comparative.</u></p>	10

Sophisticated items

Whereas sophisticated items are those I.T EQUIPMENT which need after sale service and maintenance.

8. Local manufacturer/agent capacity for technical services in reference to the product / quoted brand 20

Agent of foreign manufacturer shall provide a certificate from the foreign principal verifying the standard of repair workshop as up-to the mark.

Whereas for local manufacturer being the manufacturing agency needs not to furnish such certificates of repair workshop.

A. Repair workshop and service agreement as per makers recommendations of each products = 12

- If 100 percent makers recommendations are not followed then zero marks shall be awarded.(may be discussed more)

B. Spare parts and accessories = 08

Local manufacturer/principal shall clearly define which parts and accessories are replaceable and under warranty. Scoring shall be done accordingly in reference to extent of spare parts being covered under such warranty.

9. Availability of technical staff of the company /firm in reference to the product / quoted brand 20

Following two components shall be considered in ascertaining the availability/expertise of technical staff:

A. Number of technical staff = 10

- i) At least two technical staff members = 5
- ii) One additional number for every additional technical member shall be granted with maximum up to 10

B. Qualification marks = 10

B.Sc. degree in Engineering from recognized institution shall be granted one additional mark. However, B.Tech shall not be considered for additional mark. M.Sc./Master degree holder from recognized institution shall be granted 2 additional marks.

Total Marks = 100

Qualifying Marks = 60

29.3 Financial proposals would be evaluated as follows:

- i) Incomplete bid shall stand rejected.
- ii) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency.

30. Contacting the Procuring Agency

30.1 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.

30.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

31. Rejection of Bids

31.1 The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

31.2 The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

31.3 The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.

31.4 The bidders shall be promptly informed about the rejection of the bids, if any.

32. Re-Bidding

32.1 If the procuring agency rejects all the bids, it may proceed with the process of fresh bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for bidders.

33. Announcement of Evaluation Report

33.1 The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

Award of Contract

34. Acceptance of Bid and Award criteria

34.1 The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government, shall be awarded the Contract, within the original or extended period of bid validity.

35. Procuring Agency's right to vary quantities at time of Award

35.1 The Procuring Agency reserves the right at the time of Contract award to increase or decrease, the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

36 Limitations on Negotiations

36.1 Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the PPRA.

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter that its bid has been accepted.

37.2 The notification of Award shall constitute the formation of the Contract.

38. Signing of Contract

38.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

38.2 Within ONE week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract on the legal stamp paper. The Procuring Agency shall issue Purchase Order on the same date of signing of Contract. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their bid Security/ earnest money to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for two years for future participation. In such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

39. Performance Guarantee

39.1 On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be 5% of the contract amount. The performance security shall be deposited in the shape of deposit at call/bank guarantee.

39.2 Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

40. Schedule of Requirement (FOR CASES)

40.1 The supplies shall be delivered within 45 days w.e.f the next date after the date of issue of Purchase Order (without penalty), and with prescribed penalty.

40.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.067% per day of the purchase order value for late delivered supply shall be imposed upon the Supplier.

41. Redressal of grievances by the Procuring Agency

41.1 The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

41.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

41.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

41.4 Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

41.5 Any bidder not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction.

B. General Conditions of Contract (GCC)

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 Supplier, 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 Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means I.T EQUIPMENT which the Supplier is required to supply to the Procuring Agency under the Contract.
- d. "The Services" means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing, design and logo of the Institute, transportation of goods up to the desired destinations and other such obligations of the supplier covered under the Contract.
- e. "GCC" mean the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring Agency" means the Rawalpindi Medical University Rawalpindi..
- h. "The Procuring Agency's Country" is the country named in SCC
- i. "The Supplier" means the individual or firm supplying the goods under this Contract.
- j. "Day" means calendar day.

2. Application

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

3. Country of Origin

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

3.2. For purposes of this clause, "origin" means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

4. Standards

4.1 The goods supplied under this Contract shall conform to the standards mentioned in the bidding documents/ Technical Specifications.

5. Use of Contract Documents and Information

5.1 The Supplier 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 Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

5.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.

6. Patent Rights

6.1 The Supplier 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.

7. Submission of Samples

7.1 The samples shall be submitted as per detail in ITB 16.3.

8. Ensuring Storage/ Installation Arrangements

8.1 To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. In case the Supplier abides by the given time frame he shall not be penalized for delay.

8.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.067% per day of the cost of the purchase order value for late delivered supply shall be imposed upon the Supplier.

9. Inspections and Tests

9.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

9.2 For the purpose of inspections and tests of I.T EQUIPMENT . The Supplier, all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer/ Supplier.

9.3 The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.

9.4 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Physical Examination/ Inspection of Goods

10.1 The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency.

11. Delivery and Documents

11.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in SCC.

12. Insurance

12.1 The goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is Seller's responsibility.

13. Transportation

13.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

13.2 Transportation including loading/ unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/offices shall be provided at the time signing of Contract.

14. Incidental Services

14.1 The Supplier shall be required to provide the incidental services as specified in SCC and the cost of which should include in the total bid price.

15. Warranty

15.1 A warranty of 1-3 Years will be provided free of cost including parts at the installation site for high tech I.T EQUIPMENT as mentioned in the specification.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. The currency of payment is Pak. Rupees which will be paid after installation and satisfactory report by the Inspection Committee for Duty Delivered Pay (DDP)/free delivery at the consignee end.

16.2 In case of Import cases the payment will be made 100% via establishing the LC at sight and receiving shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of International standards of quality as per bid.

17. Prices

17.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

18. Contract Amendments

18.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

20. Subcontracts

20.1 The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

21. Delays in the Supplier's Performance

21.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

21.3 Except as provided under GCC Clause 8.2, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Penalties/Liquidated Damages

22.1 In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/ Manufacturer. The above Late Delivery (LD) is subject to GCC Clause 24, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 23.

22.2 If the firm provide substandard item and fail to provide the item the payment of risk purchase (which will be purchased by the indenter) the price difference shall be paid by the Firm.

23. Termination for Default

23.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 8.2; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: **“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.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its Performance Guarantee/ bid Security, or termination/ blacklisting for default if and to the extent that its 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 Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, 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 Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Ministry of Health, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier 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.

25. Termination for Insolvency

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

26. Arbitration and Resolution of Disputes

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

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier 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.

26.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary, Law, Justice and Human Rights or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties

The Secretary, Law, Justice and Human Rights

27. Governing Language

27.1 The Contract shall be written in English language. Subject to GCC Clause 28, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

28. Applicable Law

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

29. Notices

29.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed to other party's address specified in SCC.

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

30 Blacklisting.

30.1 Every procuring agency shall specify a mechanism and manner for purposes of barring a contractor from participating in any procurement process of the procuring agency.

30.2 Subject to sub-rule (3), if a procuring agency is satisfied that a contractor has acted in a manner detrimental to the public interest or good practices or has consistently failed to perform his obligation under the contract or his performance has not been up to mark or he is found indulging in corrupt or fraudulent practice, the procuring agency may, after affording him an opportunity of hearing and through a notification, debar him from participating in any public procurement process of the procuring agency for such period as the procuring agency may determine in the light of the circumstances of the case.

30.3 In case a procuring agency issues a notification under subrule(2), the procuring agency shall, for reasons to be recorded, inform the Authority to debar the contractor for procurement of all procuring agencies.

30.4 Before passing any order on any such information under sub-rule (3), the Authority may call for such information or record from the procuring agency and, after affording the aggrieved person an opportunity of hearing, pass such orders as may be deemed necessary.

30.5 Any person aggrieved by an order under sub-rule (2) may, within thirty days, file a representation before the Authority and the Authority may pass such orders on the representation as it may deem fit.

30.6 Any person aggrieved by an order under sub-rule (4) may, within thirty days, file a representation before the Chairperson of the Board and the Chairperson may, after affording an opportunity of hearing to the aggrieved person, pass such orders on the representation as may be necessary.

C: Special Conditions of Contract (SCC)

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

1. This order will be on FOR basis.
2. The prices shown will be firm and final and are not subject to any variation.
3. Stores being imported are not manufactured locally.
4. The delivery period will be 45 days.
5. The supplier will submit
 - i) Work test certificate issued by the manufacturer.
 - ii) Performance Guarantee/ Security equivalent to **5%** of total value of contract in the shape of deposit at call/ Bank Guarantee in favour of **Vice Chancellor Rawalpindi Medical University, Rawalpindi** as a cover against defective workmanship and or bad material, not as per specifications or failure to install, execute the contract which should be valid for warranty period of as mentioned in the specification, after the date of receipt of full material at Rawalpindi Medical University, Rawalpindi.
 - iii) This Insurance Guarantee shall be executed by Local Supplier through a scheduled bank. Any payment against this guarantee will be made in favour of **Vice Chancellor, Rawalpindi Medical University, Rawalpindi.**



Rawalpindi Medical University

PSDP (HEC Project)



INVITATION FOR BIDS FOR PROCUREMENT OF IT EQUIPMENT

Rawalpindi Medical University has received the funds from HEC for the Project "Establishment of Research Laboratories and Allied Facilities." Now University invites sealed bids on item wise basis from well reputed Firms/Companies/Sole Proprietors (Sole Distributors)/ General order Suppliers for "**Procurement of I.T Equipment**".

Bidding shall be conducted on '**Single Stage Two Envelopes**' basis. The name of the Bidder and tender description shall be

clearly marked on the envelopes both Technical and Financial, separately.

Bidders are required to submit the documents along with following information

- The bidder should be registered with FBR.
- Income tax/sales tax certificate /professional tax certificates from relevant department
- List of relevant major supplies .
- Evidence for supporting financial soundness.
- Estimated amount of each item is mentioned in bidding documents.
- 2% Bid security of estimated amount in shape of CDR/Bank Guarantee/Pay Order/ Demand Draft of each item is mentioned in bidding documents must be attached with technical bids.

Conditional, optional, incomplete and bid not meeting the evaluation criteria shall be considered as '**Non-Responsive**'.

The complete Bidding Documents may be purchased by the interested bidders on the submission of a written application to the address below upon payment of a non refundable fee of Pak Rs.1000/- before **4-10-2022** till office hours from Purchase Office, **New Teaching Block Rawalpindi Medical University Inside Holy Family Hospital Rawalpindi, Pakistan.**

Bidding documents containing evaluation criteria, specifications and other terms & conditions can be downloaded from www.ppra.punjab.gov.pk and www.rmur.edu.pk

Prospective bidders are requested to drop their sealed bids on / before **5-10-2022 till 11:00 a.m.in the Purchase Office, New Teaching Block Rawalpindi Medical University Inside Holy Family Hospital Rawalpindi, Pakistan**

Technical bids will be opened on the same date at 11:30 a.m. in the presence of bidders who intend to witness the proceedings. In case of official holiday on the day of submission, next day will be treated as closing date.

RMU may reject all the bids subject to relevant provision of Punjab Procurement Rules 2014

Vice Chancellor
Rawalpindi Medical University
New Teaching Block
Rawalpindi
[Phone No. 051-9291511]

Performance Guarantee Form

To: *[Name & Address of the Procuring Agency]*

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

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a CDR/Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[Amount of the Guarantee in Words and Figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of Guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee/CDR is valid until the _____ day of _____

Signature and Seal of the Guarantors/Bank

Address

Date

Note: It should be valid for a period equal to the warranty period.

The contract will be signed/ issued after submission of this Performance Security.

Manufacturer's Authorization Form

[See Clause 3.1 (a) of the Instruction to Bidders]

To: *[name of Procuring Agency]*

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 Supplier/ Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letter head 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.

Contract Agreement Form

Contract No. / _____

Dated-----

CONTRACT AGREEMENT FOR THE SUPPLY OF I.T EQUIPMENT

This contract is made at Rawalpindi Medical University, New Teaching Block, Rawalpindi on ____ day of _____, 2022, between the Rawalpindi Medical University, Rawalpindi (hereinafter referred to as the "Procuring Agency") of the First Part; and **M/S** _____ through **M/s** (hereinafter called the supplier) of the second part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Vice chancellor, RMU, Rawalpindi invited bids for procurement of goods, in pursuance where of **M/s** being the authorized Supplier/authorized Agent of **M/s** _____ and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of _____ and services in the sum of _____ cost per unit.

WHEREAS the seller has agreed with the purchaser to supply the stores mentioned in clause-I below to Vice Chancellor, Rawalpindi Medical University, Rawalpindi on the prices, terms and conditions specified hereinafter.

Now, therefore, it is hereby agreed between the parties as follows:-

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - a. 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;
 - f. the Procuring Agency's Notification of Award;
 - g. the scope of work;
 - h. the Contract; and
 - i. the Bid & its clarifications.
 - j. the contracted specifications (attached as annexure)
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer 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 this 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 this Contract at the time and in the manner prescribed by this Contract.
5. **M/s** _____ hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab Procuring Agency or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab/ Procuring Agency) through any corrupt business practice.
6. Without limiting the generality of the foregoing, **M/s** _____ represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right

interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.

7. **M/s** _____ of or related to the transaction with procuring agency and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. **M/s** _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to procuring agency under any law, Contract or other instrument, be voidable at the option of procuring agency.
9. Notwithstanding any rights and remedies exercised by procuring agency in this regard, **M/s** _____ agrees to indemnify procuring agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to procuring agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **M/s** _____ as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from procuring agency.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Secretary, Law, Justice and Human Rights or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at Vice Chancellor, RMU, Rawalpindi and shall enter into force on the day, month and year first above mentioned.

Signature: _____

Name: _____

Father's Name: _____

Designation: _____

N.I.C #: _____

Address: M/s _____

Seal: _____

**Vice Chancellor
Rawalpindi Medical University
Rawalpindi**

SPECIAL CONDITIONS OF CONTRACT (SCC)

CLAUSE – 1 STORES TO BE SUPPLIED AND PRICES

S. No.	Description of stores & country of origin, make & model	Qty	Unit Price FOR Basis Delivery at(Warehouse)	Total Price FOR Basis at (Warehouse)
1				

SEE ANNEX "A"

NOTE:

- (i) This order is on FOR basis. Inland transportation shall be provided by the local vender (free delivery) to Consignee at warehouse of Vice Chancellor, Rawalpindi Medical University, Rawalpindi.
- (ii) The prices shown below are firm and final and are not subject to any variation.
- (iii) Stores being imported against this contract are not manufactured locally.

SPECIFICATIONS

The specifications will be as mentioned in the contract/bidding documents. All subsequent clarifications/confirmations made by the firm with Vice Chancellor, Rawalpindi Medical University, Rawalpindi are part of the contract.

CLAUSE-2 CUSTOM CLEARANCE & HANDLING

- 1. If required the purchaser shall provide all requisite certificates for exemption of payment of custom duties, taxes, surcharges and any other charges for the clearance of stores from custom department. In case exemption is not permitted under the rules then seller shall pay in advance in full to the Government, at the time of custom clearance of the stores, which will be claimed by seller at actual, immediately on presentation of receipts. The purchaser will make payment on submission of custom clearance receipt and documents in proof of payments. (all other surcharges / charges will be born by the seller)

Bid Form

Date:
Tender No.:

To: [Name and address of Procuring Agency]

Respected Sir/Madam

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of [Total Bid Amount], [Bid Amount in words] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we shall obtain an unconditional guarantee of a Bank/CDR in the sum of ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of [number] days from the date fixed for bid opening under ITB Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof 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. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of bidder
(if none, state "none")."

Amount and Currency

Dated this day of , 2022

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of .

Attachment

Price Schedule

(Goods to be procured under DDP/Free delivery at consignee's end basis)

Name of Bidder _____

Tender No. -----

Sr. No. (As listed in demand of schedule)	Name of Item (As listed in demand of schedule)	Make/Model and country of Manufacturer and origin	Specifications (Complete Details)	Qty	Unit Price (Rs)	Sale and other taxes (Specify the type and kind of taxes applied)	Total Cost (Rs)
1.							
2.							
3.							
Grand Total							

Sign and Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

DEMAND OF SCHEDULE
**PROCUREMENT OF I.T EQUIPMENT FOR ESTABLISHMENT OF RESEARCH
LABORATORIES AND ALLIED FACILITIES
RAWALPINDI MEDICAL UNIVERSITY”**

Sr.No	Name of Item	Qty	Estimated Unit Cost	Estimated Total cost	2% Bid Security
1.	Computer core I-5 with LED & wifi card	20	120,000	2,400,000	48,000
2.	Wifi Enabled printer	05	80,000	400,000	8,000
3.	Laser Jet Printer (Black/White) Medium Duty	05	40,000	200,000	4,000