

RAWALPINDI MEDICAL UNIVERSITY



BIDDING DOCUMENT

**PROCUREMENT OF MULTIMEDIA PROJECTOR AND
ACCESSORIES**

(YEAR 2024 - 2025)

On

FOR basis



Rawalpindi Medical University



*INVITATION FOR BIDS
FOR
PROCUREMENT OF MULTIMEDIA AND ACCESSORIES
FOR FINANCIAL YEAR 2024-25*

1. Rawalpindi Medical University invites sealed bids on item wise basis from well reputed Firms/Companies/Sole Proprietors (Sole Distributors)/ General order Suppliers who are registered on E-PADS (**Electronic -Pak Acquisition and Disposal System**) for “**Procurement of Multimedia & Accessories**”
2. Bidding shall be conducted on ‘**Single Stage Two Envelopes**’ basis..
3. Bidders are required to submit the documents through E-PADS along with following information
 - The bidder should be registered with FBR.
 - Income tax/sales tax certificate from relevant department
 - Professional tax certificate (Punjab)
 - List of relevant major supplies.
 - Evidence for supporting financial soundness.
 - Estimated amount of each item/ lot 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.
4. Conditional, optional, incomplete and bid not meeting the evaluation criteria shall be considered as ‘**Non- Responsive**’.
5. Bidding documents containing evaluation criteria, specifications and other terms & conditions are available on <https://eprocure.gov.pk>, www.ppra.punjab.gov.pk and www.rmur.edu.pk
6. Prospective bidders are requested to submit their bids on / before **13-11-2024 till 10:30 a.m. on E-Pads.**
7. Prospective bidders are also requested to submit their original bid security on / before **13-11-2024 till 10:30 a.m. in the office of purchase officer 1st Floor Rawalpindi Medical University New Teaching Block in side holy family hospital Rawalpindi.**
8. Technical bids will be opened on the same date at 11:00 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.
9. RMU may reject all the bids subject to relevant provision of Punjab Procurement Rules 2014

Vice Chancellor
Rawalpindi Medical University
New Teaching Block Rawalpindi
Tel: 051-9291511

INSTRUCTIONS TO BIDDERS

1. **Source of Funds:** University own funds
2. **Eligible Bidders:** This Invitation for Bids is opened to all Firms/Companies/Sole Proprietors (Sole Distributors)/ General order Suppliers duly registered with FBR for income tax & sales tax and appears in latest active tax payers list. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
3. **Eligible Goods and Services:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term “**Goods**” includes any Goods that are the subject of this Invitation for Bids and the term “**Services**” shall include related services such as transportation, insurance etc. The “**origin**” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
4. **Cost of Bidding:** 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 manner or outcome of the bidding process.
NOTE: List of required items with specifications is attached.

THE BIDDING PROCEDURE

5. **Single Stage – Two Bids Bidding Procedure as per PPRA Rules 2014(updated till date) shall be applied:**
 - i. The bid shall comprise a single sealed package containing two separate sealed Bids. Each Bid shall contain separately the Financial Proposal and the Technical Proposal.
 - ii. The Bids shall be sealed & marked as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” in bold and legible letters to avoid confusion;
 - iii. Initially, only the Bid marked “**TECHNICAL PROPOSAL**” shall be opened;
 - iv. The Bid 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.
 - ix. The financial proposal of bids found technically non-responsive or non-compliant shall be returned **unopened** to the respective bidders.

THE BIDDING DOCUMENTS

6. Content of Bidding Documents

- i. The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents shall include: -
 - a) Instructions to bidders;
 - b) General Conditions of Contract;
 - c) Special Conditions of Contract;
 - d) Schedule of Requirements;
 - e) Technical Specifications;
 - f) Performance Guarantee Form;
 - g) Bid Form;
 - h) Price Schedule
 - ii. 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 above, the said Bidding Documents shall take precedence. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
 - iii. 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.
- 7. Clarification of Bidding Documents:** 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 no 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.
- 8. Amendment of Bidding Documents:** 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. 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. 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.

PREPARATION OF BIDS

- 9. Language of Bid:** 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 in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

10. Documents Comprising the Bid: The bid shall comprise the following components:

- (a) Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal);
- (b) Documentary evidence established in accordance with instruction to bidders 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 instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and

11. Bid Form & Price Schedule: The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their strength, packing, quantity, and prices.

12. Bid Prices:

- i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods; it proposes to supply under the Contract.
- ii. Form of price Schedule is to be filled in very carefully & typed. Any alteration /correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked in bold.
- iii. The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.
- iv. **The bidder is required to offer competitive price. The prices must include all the taxes and duties levied by government, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties.**
- v. Prices offered should be item wise. Conditional offer shall also be considered as nonresponsive bidder.
- vi. 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.

13. Bid Currencies: Prices shall be quoted in Pak Rupees.

14. Documents Establishing Bidder's Eligibility and Qualification

- i. 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.
- ii. 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 eligible as defined under instruction to the bidders
- iii. The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
 - (a) National Tax Number (NTN) and General Sales Tax Number (GST) with documentary proof shall have to be provided by each bidder in the tender.

- (b) The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
- (c) The bidder should have minimum **three -year experience in the market.**
- (d) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.

15. Documents Establishing Good's Eligibility and Conformity Bidding Documents:

- i. 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.
- ii. 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 which a certificate of origin issued by the Manufacturer shall confirm.

16. Bid Security:

Item wise bid security is mentioned in demand schedule which is 2% of estimated cost in shape of Bank Guarantee/CDR/Demand Draft/Pay Order in favor of "Vice Chancellor Rawalpindi Medical University, Rawalpindi". Original bid security **must be attached with technical offer.**

17. Bid Validity

- i. Bids shall remain valid for the period of **90 days** after the date of 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.
- ii. 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 reason 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.
- iii. 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 without forfeiture of their bid securities.

18. Format and Signing of Bid:

- i The bidder shall prepare and submit its bid along with original purchase receipt. The bid shall be typed or written in indelible ink and shall be signed 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, except for un-amended printed literature.
- ii Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

19. Sealing and Marking of Bids

- i. The Bids shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion. The inner and outer Bids shall be sealed and:
 - ii. Be addressed to the Procuring Agency at the address given in the Invitation for Bids and;
 - iii. Bear the name and number indicated in the Invitation for Bids.
 - iv. The inner Bids 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”.
 - v. If the outer as well as inner Bids are not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening and shall be rejected forth with.
20. **Deadline for Submission of Bids:** Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, not later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, 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.
21. **Late Bid:** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder
22. **Withdrawal of Bids:** The bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

OPENING AND EVALUATION OF BIDS

23. Opening of Bids

- i. The Procuring Agency shall initially open only the Bid 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 evidencing their attendance. However, the Bid marked as “**FINANCIAL PROPOSAL**” if it is sealed shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.
- ii. 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.
- iii. The Procuring Agency shall prepare minutes of the bids opening (technical and financial).

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

25. Preliminary Examination

- i. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- ii. In the financial bids 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 bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iii. 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.
- iv. Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- v. Technical scrutiny committee may ask for samples of quoted items at any stage of evaluation/bidding procedure. The bidders shall be bound to provide the samples at his own cost. Otherwise, his bid shall be declared non-responsive.
- vi. 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.

26. Evaluation & Comparison of Bids

- i. The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.
- ii. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports, inspection of plant/ factory / premises (if not previously conducted), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.
- iii. All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- iv. 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 issue of notice for invitation of bids.

27. Evaluation Criteria:

I. Evaluation Criteria

The procuring agency shall follow following evaluation criteria for Qualification/Disqualification of bids. All evaluation parameters given below are mandatory to

compliance for technical qualification of firm. The items evaluation shall be done in accordance with technical specification given in Annex A.

SR. #	KNOCK OUT CLAUSE	YES/NO	PAGE #
1.	Valid Computerized National Identity Card (Copy) of Bidder		
2.	Complete Company Profile		
3.	Bid Security 2% of each item in shape of CDR/PO/DD/Bank Guarantee attached with Technical Bid		
4.	Valid National Tax Registration No. Certificate (NTN)		
5.	Valid Sales Tax Registration No. Certificate (STRN)		
6.	Valid Professional Tax Certificate (Punjab Only)		
7.	Active Tax Payer Certificate (Print of Online Verification)		
8.	Annual Turn Over for Last One Year (Attach Bank Statement/Income Statement/Balance Sheet of last one year)		
9.	Minimum three -year Experience of Working with any Government Department/Autonomous Body /Attached Department (Supply Orders from Government Department Must be Attached)		
10.	Affidavit of Non-blacklisting & Pricing at stamp paper worth Minimum Rs. 100/- (Format Attached Annex-B)		
11.	Price should not be mentioned on technical bid		
12.	Technical Compliance Sheet		

28. Schedule of Requirement

The supplies shall be delivered within 45 days w.e.f the next date after the date of issue of Supply order (without penalty) and with prescribed penalty, as per following schedule of requirement:

Mode of penalty	Shipping/Delivery Period
Without Penalty	45 Days

- i. In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, **penalty @ 0.067%** per day of the cost not exceeding 10% of the supply order/contract value for late delivered supply shall be imposed upon the Supplier after reaching the maximum penalty the supply order shall be cancelled and performance guarantee will be forfeited and the procuring agency may award the contract to the next lowest bidder.
- ii. Delivery period will be started from the next date of issuance of Supply order to the Contractor.

29. Contacting the Procuring Agency: No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.

30. Qualification & Disqualification of Bidders: The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.

31. Rejection of Bids: The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.

32. Re-Bidding: If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under of the Punjab Procurement Rules-2014. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

33. Announcement of Evaluation Report: The Procuring Agency shall declare the results of bid evaluation 10 days prior to the award of procurement contract.

AWARD OF CONTRACT

- 34. Acceptance of Bid and Award criteria:** The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial 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/Supply order:** The Procuring Agency reserves the right at the time of Contract's award/Supply order 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:** 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 Punjab Procurement Regulatory Authority and its subsequent amendments, if any.

37. Notification of Award

- i. Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing by registered letter, to be confirmed in writing by registered letter, that its bid has been accepted.
- ii. The notification of award shall constitute the formation of the Contract.

38. Signing of Contract

- i. At the same time as the Procuring Agency notifies the successful bidder that its bid has been accepted, the Procuring Agency shall send the Contract Form to the bidder provided in the bidding documents, incorporating all agreements between the Parties.
- ii. Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper. Thereafter, the Procuring Agency shall issue Supply order. If the successful bidder, after completion of all Codal Formalities shows inability to sign the Contract then the firm shall be blacklisted minimum for two years. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

39. Performance Guarantee/ Security

- i. On the date of signing of Contract, the successful bidder shall furnish 5% Performance Guarantee / Security in accordance with the Conditions of Contract, in the Performance Guarantee / Security Form provided in the bidding documents.
- ii. Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

40. Corrupt or Fraudulent Practices

(a) The Procuring Agency requires that the Procuring Agency as well as bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency defines, for the purposes of this provision, the terms set forth below as follows:

(b)

- i. **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
- ii. **fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the

- Procuring Agency, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- (c) 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;
 - (d) 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; onus of proof will be on the firm.

GENERAL CONDITIONS OF CONTRACT

- 1) **Definitions:** In this Contract, the following terms shall be interpreted as indicated against each;
 - i) **“The Contract”** means the agreement 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.
 - ii) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - iii) **“The Goods”** means Items being procure, which the Supplier is required to supply to the Procuring Agency under the Contract.
 - iv) **“The Services”** means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, logo, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
 - v) **“The Procuring Agency”** means the Rawalpindi Medical University, Rawalpindi
 - vi) **“The Supplier”** means the individual or firm supplying the goods under this Contract.
- 2) **Application:** These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract
- 3) **Country of Origin:** All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For the purposes of this clause, “origin” means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.
- 4) **Standards:** The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 5) **Use of Contract Documents and Information**
 - i) The Supplier shall not 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.
 - ii) The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.

- iii) Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.
- iv) 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:** 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:** Labeling and Packing of the product would be examined in accordance with Labeling and Packing Government Rules. The Supplier shall provide **samples** of the product to procuring agency as per requirement of Technical Scrutiny Committee.
- 8) **Ensuring intimation of storage arrangements:** To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.
- 9) **Inspections and Test / Analysis**
 - i. 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.
 - ii. For the purpose of inspections and tests of General Store, the Supplier shall inform the RMU Rawalpindi at least 15 working days in advance when all or any specific consignment / installment of goods is manufactured and ready for inspection. The inspection team from RMU Rawalpindi shall inspect the quantity, specifications of goods. The Supplier shall furnish all reasonable facilities and assistance including access to drawings and production data 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.
 - iii. The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Consignee's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.
 - iv. Procuring Agency or its representative shall have the right to inspect and /or to test the goods to confirm their conformity to the specifications of the contract at no extra cost to the Procuring Agency.
 - v. The inspection committee constituted by the Consignee shall inspect the quantity, specifications of goods. The cost of the lab tests shall be borne by the Supplier.
 - vi. The supplier will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids / Substandard / Misbranded / Expired. Moreover, it will replace the unconsumed expired stores without any further charges.
 - vii. The Procuring Agency's right to inspect test and, where necessary, reject the goods after the arrival at Procuring Agency's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative.
 - viii. Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

10). Physical examination of all supplies.

i)The Inspection committee constituted by the consignee shall carry out the physical examination after receipt of supplies for checking quality / quantity of the goods supplied.

ii)If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc, even if it is sub-standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within **20** days from the date of communication of decision to the Contractor / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for two year.

11) **Delivery and Documents:** The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in Special Conditions of the Contract.

12) **Insurance:** The goods supplied under the Contract shall be delivered duty paid.

13) **Transportation:** The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered in RMU on the risk and cost of the Supplier. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.

14) **Incidental Services:** The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should be included in the total bid price.

15) **Payment:** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of the Contract. The currency of payment is Pak. Rupees.

16) **Prices:** 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.

17) **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the Parties.

18) **Subcontracts:** The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

19) **Delays in the Supplier's Performance:** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. 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). The Procuring Agency 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 Procuring Agency by amendment of Contract. 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 without the application of liquidated damages.

20) **Penalties/liquidated Damages:** In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The

above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract. In case of supply of substandard product, the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration. If the firm provides substandard item(s) and fail to provide the item (s) as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm.

21) **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, 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; or if the Supplier fails to perform any other obligation(s) under the Contract and 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

22) **Force Majeure:** Notwithstanding the provisions of general conditions of contract 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 mis 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 embargos. 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 RMU, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of supply 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.

23) **Termination for Insolvency:** 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.

24) **Arbitration and Resolution of Disputes:** 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. 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. 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

25) **Governing Language:** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

26) **Applicable Law:** This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

26) Notices

i) 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 Special Conditions of Contract. ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later

SPECIAL CONDITIONS OF CONTRACT

1. **Definitions:** In this Contract, the following terms shall be interpreted as indicated against each;
 - i. The **Supplier:** is the individual or firm supplying the goods under this contract.
2. **Country of Origin:** All goods and related services to be supplied under the contract must be from that origin / country as indicated under general conditions of the contract.
3. **Bid Security.**Item wise bid security is mentioned in demand schedule which is 2% of estimated price in the shape of Bank Guarantee/ CDR/Demand Draft/Pay Order issued by scheduled bank of Pakistan in the name of V/C RMU, Rawalpindi to be attached with Technical Offer.
4. **Performance Guarantee/ Security:** After signing of contract, the successful bidder shall furnish the Performance Guaranty/Security equivalent to **5% of the total Contract amount in the shape of Bank Guarantee** valid for one year in favor of Vice Chancellor, Rawalpindi Medical University Rawalpindi from any of the scheduled banks in accordance with the conditions of the tender inquiry on the prescribed format.
5. **Inspection and Tests:** Inspection of supplies/services etc at final acceptance shall be in accordance with the conditions of contract. After delivery at RMU RWP the goods/services shall be inspected /examined by the Inspection Committee, RMU RWP to physically check the goods/services in accordance with the approved sample and terms / conditions of the Contract. The Committee shall submit its inspection report to Procuring Agency along with invoice / bills / delivery challan. In case of any deficiency, pointed out by the Inspection Committee in the delivered goods, the Supplier shall be bound to rectify it free of cost.
6. **Delivery and documents:** The Supplier shall provide the following documents at the time of delivery of goods to Consignee' end for verification and onward submission to quarter concerned, duly completed in all respect for payment.
 - i. Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item's description, batch No(s), Registration No, manufacturing and expiry date and quantity.
 - ii. Original copies of the Supplier's invoices (in duplicate) showing warranty, name of Procuring Agency /destination to which delivery is to be made, item's description, Batch No, Registration No, manufacturing and expiry date, quantity, per unit cost, and total amount.
 - iii. Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST and all taxes.
7. **Insurance** The goods supplied under the Contract shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility therefore, they may arrange appropriate coverage.
8. **Incidental Services**

The following incidental services shall be provided and the cost of which should include in the total bid price.

 - a. The bidder shall supply/services as per tender requirement in commercial packing along with complete literature (Leaflet).
 - b. If the Supplier / bidder charged the prices of incidental services separately in the financial bid and not included in the Contract price of goods, the same shall be included prior to comparison of rates with the other bidders.

9. Payment

- A. The Payment shall be in Pak Rupees.
- B. The payment shall be made to the Supplier on receipt of original delivery challan(s) and invoice(s) including those of GST and all taxes (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate and test / analysis report to the effect that the supplies conform to specifications.
- C. The laboratory test / analysis charges of sample either against the tender or bulk supplies shall be borne by the Supplier.

10. Penalties/ Liquidated Damages

- a. In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the Contract to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the amount of Performance Guarantee/ Security to the extent of non- delivered portion of supplies of relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of one year. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of two year. Onus of proof of innocence shall be on the supplier.
- b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, **0.067% per day** of the cost of late delivered supply shall be imposed upon the Supplier.

11. Arbitration and Resolution of Disputes: 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.

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

Notices

Supplier's address for notice purpose Procuring Agency's address for notice RMU
(Inside Holy Family Hospital) New Teaching Block Rawalpindi

CONTRACT FORM

THIS CONTRACT is made at ----- on ----- day of----- 2024, between the Vice Chancellor RMU Rawalpindi (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (*firm name*) being the Manufacturer/ Sole Agent of (*item name*) in Pakistan 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 (*item name*) cost per unit,

NOW THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special 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. Price Schedule submitted by the bidder, b. Technical Specifications; c. General Conditions of Contract;*
 - d. Special Conditions of Contract; and e. Procuring Agency's Award of contract; and f. Supply order*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of 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. *[The Supplier]* 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 Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, *[the Seller/ Supplier]* 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 Government of Punjab, except that which has been expressly declared pursuant hereto.
7. *[The Supplier]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. *[The Supplier]* 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 void able at the option of Procuring Agency.
9. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Supplier]* 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Supplier]* 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 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.
12. If the firms provide substandard item(s) and fail to provide the item(s) as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm.
13. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration
14. Partial supply shall not be accepted.
15. Quality/quantity of items/services supplied will be checked by the inspection committee of RMU RWP.
16. The supply shall not be accepted if found substandard. The seller shall be bound to replace the substandard stores immediately.
17. Seller shall ensure timely, continuous / uninterrupted supply of items/services.
18. The seller shall have to supply such quantity as ordered by undersigned as per supply order
The seller shall provide free delivery of all supplies at RMU Rawalpindi new teaching Block
19. Payment will be made by the end users as per rules after completion of all codal formalities.
20. In case of breach of terms & conditions of contract agreement security of the seller shall be forfeited.
21. This contract agreement shall remain valid till 30th June, 2025.
22. The seller will be responsible to refund any excess amount paid due to any error in calculation or mistake in evaluating the offer.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Name of Firm _____
 Authorized Person (Name) _____
 Address _____

 CNIC # _____
 Signature & Stamp _____

**VICE CHANCELLOR
 RAWALPINDI MEDICAL UNIVERSITY
 RAWALPINDI**

A. Schedule of requirement

Multimedia projector and accessories Demand)			
Sr.	Name of Item	Qty	Total Estimated Cost
1	Multimedia Projector with all accessories Panasonic or equivalent 5200 Lumens or above Resolution: WUXGA 1920x1200 Laser Technology 3000000: 1 contract ratio Other Specifications: As per tender documents Warranty 1 years standard With complete installation & roof bracket.	4	5,600,000
	Bid security 2%		112,000

BID FORM

(To be Printed on Company Letter Head)

No. _____

Date: _____

To
The Vice Chancellor,
Rawalpindi Medical University,
Rawalpindi

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods /provide the services 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 furnish performance guarantee / security in the shape of Bank Guarantee equivalent to 5% of the total contract amount. The Performance Guarantee/Security shall be in favor of Vice Chancellor, RMU Rawalpindi. We agree to abide by this bid for a period of **90 Days**, 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 the Procuring Agency is not bound to accept the lowest or any bid, Procuring Agency may receive.

Name and address of Bidder ----- Amount -----
(if none, state "none")."

Dated this _____ day of _____ 2024

Signature (in the capacity of) duly authorized to sign bid for and on behalf of firm

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.

PRICE SCHEDULE
(To be Printed on the Company Letter Head)

Sr. No. <i>(As mentioned in demand schedule against each item)</i>	Item Name with specifications	Accounting Unit	Quantity	Unit Price	Total Cost <i>(Inclusive of all taxes & duties)</i>

Signature and Stamp of bidder _____

**CERTIFICATE OF NON BLACKLISTING (To Printed on Stamp Paper Worth Minimum
Rs. 100)**

We M/s. _____are not suspended / black listed / defaulter of any Government/ Autonomy Institution at any time. In case of any violation on any terms and condition, our security / call deposit may be forfeited and we shall not challenge it in any court of Law.

Signature _____

Stamp _____