



KHYBER MEDICAL UNIVERSITY, PESHAWAR



***Procurement of Sound System for senate hall table
under the Project titles "Development of Khyber Medical
University, Peshawar"***

BIDDING DOCUMENTS

INVITATION FOR BIDS

INSTRUCTIONS TO BIDDERS, BID DATA SHEET

FORM OF BID

PREAMBLE, BILL OF QUANTITIES

CONDITIONS OF THE CONTRACT (GENERAL, PARTICULAR)

SPECIFICATION (TECHNICAL PROVISIONS)

June 2016

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Chairman Technical Committee
Khyber Medical University,
Peshawar

Chairman Purchase Committee
Khyber Medical University,
Peshawar

Check List
Preparation and Submission of Bidding Documents
Single Stage Two Envelop Bid

Ser	Question	Answer

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Peshawar

Chairman Purchase Committee
Khyber Medical University,
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INVITATION FOR BIDS

1. The Employer/Purchaser, Khyber Medical University, Peshawar invites sealed bids for the Procurement of Sound system for the Senate hall table under the Project Titled “Development of Khyber Medical University, Peshawar”. The entire supplies will be completed in 120 (one hundred and twenty) days.
2. A complete set of Bidding Documents may be downloaded from the Khyber Medical University, Peshawar official Website by an interested eligible Bidder/Supplier.
3. All bids must be accompanied by a Bid Security in the amount equal to 2% of the total bid cost in shape of deposit at call in name of Vice Chancellor and must be delivered to Chairman Purchase Committee, Khyber Medical University, Peshawar PDA Building fourth floor, Phase-V Hayatabad Peshawar on or before **30/06 /2016** at 1130 hours. Opening/evaluation shall take place in following stages;
 - i. Qualification Documents along-with Technical Proposals duly submitted in separate envelope for verification of eligibility/qualification of the firm and technical responsiveness of the bid, which shall be opened at 1130 hours on **30 /06/2016** before opening of Financial Proposal.
 - ii. Financial bids of the Eligible, Qualified and Technically Responsive Bidders will be opened at 11:30 hours on **/ /2016**, in presence of Bidder’s/Supplier’s representatives who choose to attend, at Committee Room of Khyber Medical University, Peshawar.

Secretary Purchase Committee/Project Director
 Khyber Medical University, Peshawar
 PDA Building fourth floor, Phase-V Hayatabad Peshawar
 Phone-091-5892854 (makhan744@yahoo.com)

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INSTRUCTIONS TO BIDDER/SUPPLIERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer/Purchaser as defined in the **Bid Data Sheet** hereinafter called "the Employer/Purchaser" wishes to receive bids for the supply as described in the Schedule of Requirements /Bill of quantities, hereinafter referred to as the "Supplies".
- 1.2 The successful Bidder/Supplier will be expected to complete the Supplies within the Specified time period.

IB.2 Fraud and Corruption

- 2.1 It is the Government of Pakistan's policy to require that Bidder, Suppliers and Contractors and their sub-contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms are defined:
- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) obstructive practice" is;
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) the Employer/Purchaser will reject a proposal for award if it determines that the Bidder/Supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (c) the Employer/Purchaser will sanction a firm or individual, including declaring 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, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, the contract; and
 - (d) the Employer/Purchaser will have the right to require that a provision be included in bidding documents requiring Bidder/Suppliers, suppliers and contractors and their sub-contractors to permit the Employer/Purchaser to inspect their accounts and records and other documents relating to the bid

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submission and contract performance and to have them audited by auditors appointed by the Employer/Purchaser.

IB.3 Eligible Bidder/Suppliers

3.1 This Invitation for Bids is open to all Bidder/Suppliers meeting the following requirements:

- a. Duly Registered with Federal Board of Revenue.
- b. Manufacturer or authorized representative of the manufacturer.

3.2 firms of a country may be excluded from bidding if;

- (a) As a matter of law or official regulation, the government of Pakistan prohibits commercial relation with that country;
- (b) Government owned enterprises in Pakistan may participate only if they can establish that they;
 - (i) are legally and financially autonomous and
 - (ii) Operate under commercial law.

3.3 A firm declared ineligible by the Government of Pakistan shall be ineligible to bid for a contract during the period of time determined by the Government of Pakistan.

3.4 A firm that has been determined to be ineligible by the Govt. of Pakistan or Govt. of Khyber Pakhtunkhwa in relation to the guidelines on preventing and combating fraud and corruption shall be not be eligible to be awarded a contract. Similarly the firm black listed by Public Procurement Regulatory Authority or by Khyber Medical University, Peshawar shall not be eligible to participate in the bidding.

IB.4 Qualifications of the Bidder/Suppliers

The Bidder/Supplier shall provide documentary evidence that;

- a) The bidder/supplier has financial, technical, supplying, demonstration, fixing etc. capability necessary to perform the contract and has successful performance history in accordance to the nature of supplies in these bidding documents as described in Bill of Quantities.
- b) In case the bidder/supplier offering the supplies that the bidder/supplier did not manufacture or otherwise produce, the bidder/supplier has been authorized by the manufacturer or producer of such supply.
- c) In the case of a bidder/supplier who is not doing business within the Employer's / Purchaser's country (or for reasons will not itself carry out services/maintenance obligations), the bidder/supplier is or will be (if awarded the Contract) represented by a local service/maintenance provider in the employer's/purchaser's country equipped and able to carry out the bidder's/supplier's warranty obligations prescribed in the conditions of the contract and technical specifications; and
- d) The Bidder/Supplier meets the qualification criteria listed under IB-23.2.

IB.5 Cost of Bidding

5.1 The Bidder/Suppliers shall bear all costs associated with the preparation and submission of their respective bids and the Employer/Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Alternative bids by the bidders/suppliers

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6.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or

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participates in more than one bid will be disqualified.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addendum issued by the employer/purchaser.

1. Instructions to Bidder/Suppliers.
2. Bid Data Sheet.
3. General Conditions of Contract, (GCC).
4. Particular Conditions of Contract, (PCC).
5. Specifications - Technical Provisions.
6. Form of Bid.
7. Schedule of Requirement (Bill of Quantities including Preamble).
8. Formats;
 - a) Integrity Pact.
 - b) Contract Agreement.

7.2 The Bidder/Suppliers are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder/Supplier's own risk.

IB.8 Clarification of Bidding Documents

8.1 Any prospective Bidder/Supplier requiring any clarification (s) in respect of the Bidding Documents may notify the Employer/Purchaser in writing at the Employer/Purchaser's address indicated in the Invitation for Bids and **Bid Data Sheet**. The Employer/Purchaser will respond to any request for clarification which he receives prior to deadline mentioned for the purpose in **Bid data sheet**. Copies of the Employer/Purchaser's response will be forwarded to all Bidders/suppliers including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Employer/Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder/Supplier, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents hereof and shall be communicated in writing to all Bidders/suppliers. Prospective Bidder/Suppliers shall acknowledge receipt of each addendum in writing to the Employer/Purchaser.

9.3 To afford prospective Bidder/Suppliers reasonable time in which to take an addendum into account in preparing their bids, the Employer/Purchaser may extend the deadline for submission of bids.

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid and all correspondence and documents related to the bid exchanged by a Bidder/Supplier and the Employer/Purchaser shall be in the bid language stipulated in the **Bid Data Sheet** and Conditions of Contract. Supporting documents and printed literature furnished by the Bidder/Suppliers may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

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IB.11 Documents Constituting the Bid

11.1 The bids submitted by the bidder in two envelopes, shall comprise the following:

(A) Envelop -1 (Qualification documents alongwith Technical Proposal);

To qualify the bidder and ensure Technical Responsiveness of the bid, Envelop-1 containing Qualification documents alongwith Technical Proposal shall be opened first. To facilitate the evaluation of the same, bidders must submit the following documents in addition to other as mentioned elsewhere in instructions to bidders;

(a) Qualification Documents shall comprise;

- i. Supplier/Vender Company profile (showing Origin, Head Office, Branches, Vision, Mission, Management, Directors, Personals, and other necessary information);
- ii. Written power of attorney authorizing the signatory of the bid to act for and on behalf of the Supplier;
- iii. Current litigation information;
- iv. Availability of Bank Credit line;
- v. Bank Statements and financial statements upto the C.F.Y;
- vi. Certificate as bidder is Manufacturer or authorized representative of the manufacturer;
- vii. Experience record regarding in hand and previous contracts;
- viii. Status of linkages/supplies with/to other Govt. Organizations;
- ix. Organization Chart and CV's of Personal for completion of successful supplies, fixing, demonstration, and after sales service etc.;
- x. Joint Venture Agreement (if applicable).
- xi. Affidavit as the firm is eligible to participate in the bidding and is not black listed.
- xii. Copy of registration with Federal Board of Revenue and Excise and Taxation Department.

(b) Technical Proposal shall be furnished taking into account;

- i. To examine whether the supplies offered by the bidder comply with the specifications (Technical Provisions) of the Bidding Documents. For this purpose, the bidder's shall provide Technical Proposals in shape of Brochures, Catalogues, Printed Literatures, and other Supporting Documents etc. for comparison with the data prescribed by the Employer in Technical Features/Criteria/Specification.
- ii. Certificate for providing after sales service.
- iii. Samples shall be provided with quotations for technical evaluation.

(c) Certificate that **Bid Security** has been attached to the financial proposal without showing the amount of bid security.

(B) Envelop -II (Financial Proposal)

- a. Dully filled-in Form of Bid, Bill of Quantities along with complete set of bidding documents prescribed in sub-clause 7.1;
- b. Original form of Bid Security;

11.2 Bids submitted by a Joint Venture of two (2) or more firms shall comply with the following requirements:

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- (a) The bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer/Purchaser regarding all matters related with and/or incidental to the execution of Supplies as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer/Purchaser.

IB.12 Bid Prices

- 12.1 Price shall be quoted against each item in the bill of quantities. The disaggregation of price components is required solely for purpose of facilitating the comparison of bids by the Employer/Purchaser. This shall not in any way limit the Employer's/Purchaser's right to contract on any of the terms offered.
- 12.2 Prices shall be entered in the following manner;
- The price of the items shall for at site and shall include inland transportation, insurance and other local services required to convey the supplies to the final destination place as specified in Conditions of the Contract including fixing/placing, demonstration, testing operation (where directed).
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 14 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder/Supplier. Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be Reimbursed/ Deducted.
- 12.4 The rates and prices quoted by the Bidder/Suppliers are not subject to adjustment during the performance of the Contract.

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IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the Bidder/Supplier in currency specified in **Bid Data Sheet**.

IB.14 Bid Validity

14.1 Bids shall remain valid for the period stipulated in the **Bid Data Sheet** after the Date of Bid Opening.

14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer/Purchaser may request that the Bidder/Suppliers extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder/Supplier may refuse the request without forfeiting his Bid Security. A Bidder/Supplier agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension.

IB.15 Bid Security

15.1 Each Bidder/Supplier shall furnish, as part of his bid, a Bid Security in the amount stipulated in the **Bid Data Sheet** in Pak Rupees or an equivalent amount in a freely convertible currency.

15.2 The Bid Security shall be in the form specified in the **Bid Data Sheet** duly issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer/Purchaser valid for a period 28 days beyond the Bid Validity date.

15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer/Purchaser as non-responsive.

15.4 The bid securities of unsuccessful Bidder/Suppliers will be returned upon award of contract to the successful bidders, or on the expiry of validity of bid security which is earlier.

15.5 The Bid Securities of the successful Bidders/Suppliers (i-e only two percent of the amount of supply order) shall be retained for the successful performance of the contract completion of the supplies, and shall be returned alongwith retention money on expiry of the warranty period in accordance to the conditions of the contract.

15.6 The Bid Security may be forfeited;

(a) If the Bidder/Supplier withdraws his bid except as provided in Sub-Clause 21.1;

(b) If the Bidder/Supplier does not accept the correction of his Bid Price pursuant to Sub-Clause 23.6 (a) hereof; or

(c) In the case of successful Bidder/Supplier, if he fails within the specified time limit to Sign the Contract Agreement or if he fails to made supply within stipulated time period.

IB.16 Pre-Bid Meeting

16.1 The Employer/Purchaser may, on his own motion or at the request of any prospective Bidder/Supplier(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. All prospective Bidder/Suppliers or their authorized representatives shall be invited to attend such a pre-bid meeting.

16.2 The Bidder/Suppliers are requested to submit questions, if any, in writing so as to reach the Employer/Purchaser 7 (Seven) days prior to the pre-bid meeting.

16.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all Bidders/Suppliers of the Bidding Documents. Any modification of the Bidding Documents hereof

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which may become necessary as a result of the pre-bid meeting shall be made by the Employer/Purchaser exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

16.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder/Supplier.

IB.17 Format and Signing of Bid

17.1 Bidders/Suppliers are required to submit all the documents to facilitate opening and evaluation of bids in accordance to IB-11.1.

17.2 Bidder/Suppliers are particularly directed that the amount entered on the Form of Bid; Bill of Quantities shall be for performing the Contract strictly in accordance with the Bidding Documents.

17.2 All pages of Bid document are to be properly completed, sealed and signed.

17.3 No alteration is to be made in the Form of Bid nor in the Bill of Quantities thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

17.4 Each Bidder/Supplier shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the **Bid Data Sheet**, of the documents comprising the bid as described and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

17.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder/Supplier.

17.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer/Purchaser, or as are necessary to correct errors made by the Bidder/Supplier, in which case such corrections shall be initialed by the person or persons signing the bid.

17.7 Bidder/Suppliers shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

17.8 Bidder/Suppliers should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

18.1 Each Bidder/Supplier shall submit his bid as under:

(a) Technical and Financial Proposals shall be separately sealed and put in separate envelopes and marked as such.

(b) The envelopes containing the original and copies will be put (original and each copy of the Bid) in one sealed envelope and addressed as identified in the bid data sheet.

18.2 The inner and outer envelopes shall provide a warning not to open before the time and date for bid opening, as specified.

18.3 In addition to the above the envelope shall indicate the name and address of the Bidder/Supplier to enable the bid to be returned unopened in case it is declared late.

18.4 If the envelope is not sealed and marked, the Employer/Purchaser will assume no responsibility for the

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misplacement or premature opening of the Bid.

IB.19 Deadline for Submission of Bids

- 19.1 (a) Bids must be received by the Employer/Purchaser at the address specified no later than the time and date stipulated in the **Bid Data Sheet**.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidder/Suppliers shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the Bidder/Supplier wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 19.2 The Employer/Purchaser may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer/Purchaser and the Bidder/Suppliers previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.20 Late Bids

- 20.1 (a) Any bid received by the Employer/Purchaser after the deadline for submission of bids will be returned unopened to such Bidder/Supplier.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder/Supplier's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.21 Modification, Substitution and Withdrawal of Bids

- 21.1 Any Bidder/Supplier may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer/Purchaser prior to the deadline for submission of bids.
- 21.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.18 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 21.3 No bid may be modified by a Bidder/Supplier after the deadline for submission of bids.
- 21.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security.

E. BID OPENING AND EVALUATION

IB.22 Bid Opening

Opening of the bids shall take place by the Bid Opening Committee in following two stages;

(A) Envelop -I (Qualification Documents alongwith Technical Proposal)

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- 22.1 Prior to open the financial bid of the bidders/suppliers, Envelop-1 (i-e Qualification Documents alongwith Technical Proposals) shall be opened by the bid opening committee Khyber Medical University, Peshawar.
- 22.2 Qualification Documents alongwith Technical Proposals shall be evaluated by the Committee, constituted by Khyber Medical University, Peshawar for the purpose in accordance to the specified criteria.

(B) Envelop –II (Financial Proposal)

- 22.3 Only the Bids (Financial Proposals) of the Qualified and Technically accepted/responsive as a result 23.1, 23.2 including withdrawals, substitution and modifications made pursuant to Clause IB.21, will be opened publically by the Bid Opening Committee in the presence of Bidder/Suppliers representatives who choose to attend, at the time, date and location stipulated in the **Bid Data Sheet**. The Bidder/Suppliers representatives who are present shall sign attendance sheet evidencing their attendance.
- 22.4 Envelopes marked “Modification”, “Substitution” or “Withdrawal” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall not be opened.
- 22.5 The Bidder/Supplier’s name, total Bid Price, any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer/Purchaser may consider appropriate, will be announced by the Employer/Purchaser at the opening of bids.
- 22.6 Employer/Purchaser shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 22.5.
- 22.7 Financial Proposals shall be evaluated in detail by the by the Committee, constituted by Khyber Medical University, Peshawar for the purpose.

IB.23 Evaluation of bids.

Evaluation Committee, Khyber Medical University, Peshawar shall evaluate the bids, in following two stages;

(A) Envelop -I (Qualification Documents alongwith Technical Proposal).

- 23.1 To determine the eligibility of the bidder for participation in the bidding, the committee will verify the bidder in accordance to the instructions specified under clause IB-3. The Qualification Documents alongwith Technical Proposals of only eligible bidders shall be evaluated further.
- 23.2 Qualification of the bidders shall be determined in accordance to criteria set herein below from the documents submitted by the bidders, prescribed in IB-11. Bidder scoring 50% and above marks shall be declared as pass. Criteria for qualification of bidders/suppliers shall be;

Sr. #	Category	Weightage/Marks
1.	Financial Soundness	45
2.	Experience Record	35
3.	Personnel Capabilities	20
	Total:	100

Further detailed criteria for each category shall be as mentioned in **bid data sheet**;

- 23.3 **Technical Proposals** of the qualified bidders shall be placed for evaluation. For this purpose, the Brochures, Catalogues, Printed Literatures, and other Supporting Documents etc. submitted by the bidders shall be compared with the data in Technical Features/Criteria/specifications as envisaged in the bidding documents. It is expected that

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no major deviation/stipulation shall be taken by the bidders; otherwise the proposal shall be rejected.

(B) Envelop -II (Financial Proposal);

23.4 Financial proposal of only Eligible, Qualified and Technically Responsive bidders duly opened by the bid opening committee shall be placed for evaluation by following steps mentioned herein below;

A. Preliminary Examination of Bids and Determination of Responsiveness;

23.5 Prior to the detailed evaluation of bids (Financial proposals);

(a) the Employer/purchaser will examine the Bids to determine whether;

- (i) Required sureties have been furnished,
- (ii) The documents have been properly signed,
- (iii) The Bid is valid till required period,
- (iv) The Bid prices are firm during currency of contract,
- (v) Completion period offered is within specified limits,
- (vi) The Bids are generally in order.

(b) A bid will not be considered, if;

- (i) it is unsigned,
- (ii) its validity is less than specified, or correction for the same is not accepted by the bidders as per (IB-26.6-b-II)
- (iii) it indicates that Bid prices do not include the amount of income tax or others or shall be added/considered by the evaluation committee,
- (iv) it is not accompanied with bid security,
- (v) it is received after the deadline for submission of bids,
- (vi) it is submitted through fax, telex, telegram or email,
- (vii) it indicates that prices quoted are not firm during currency of the contract whereas the bidders are required to quote fixed price(s),
- (viii) the bidder refuses to accept arithmetic correction,
- (ix) The submitted bid is conditional,
- (x) It limits the bidder's obligation in any way under the contract.

B. Detailed evaluation of financial bids.

23.6 Responsive unconditional bids shall be placed for evaluation and price adjustment, as;

23.6 a. Correction of arithmetic errors;

If there is a discrepancy between the unit price and 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 there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Bid and the total shown in Schedule of Prices, the amount stated in the Form of Bid will be corrected by the Employer/Purchaser in accordance with the Corrected Bill of Quantities. Similarly in case of discrepancy between

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bidder's Quotation on his letter pad and rates quoted in bid document BoQ/Schedule of requirement lowest one shall be considered.

If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

23.6 b. Price Adjustments for Completion Schedule;

- I. Bids indicating completion in advance of the time specified in bidding documents, no credit will be given in this evaluation.
- II. Bids indicating completion period later than the period specified shall be adjusted in the evaluation by applying a factor of 0.05% to the Arithmetically Corrected Total Bid Price for each calendar day of completion later than specified period of the completion.

The committee shall determine the lowest evaluated responsive bidders keeping in view the above criteria and shall be recommended for award of contract.

IB.24 Clarification of Bids

- 24.1 To assist in the examination, evaluation and comparison of bids, the Employer/Purchaser may, at his discretion, ask any Bidder/Supplier for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids.

IB.25 Process to be Confidential

- 25.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to Bidder/Suppliers or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidder/Suppliers will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a Bidder/Supplier to influence the Employer/Purchaser's processing of bids or award decisions may result in the rejection of such Bidder/Supplier's bid. Whereas any Bidder/Supplier feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

F. AWARD OF CONTRACT

IB.26 Award

- 26.1 The Employer/Purchaser will award the Contract to the Bidders/Suppliers whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidders/Suppliers has been determined to be Eligible, Qualified and Technically Responsive.

IB.27 Employer's/Purchaser's Right to Vary Quantities

- 27.1 Employer reserve the right at the time of award of contract to increase or decrease the quantities mentioned in the Bill of Quantities without any change in the unit price or other terms and conditions.

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IB.28 Employer/Purchaser's Right to accept any Bid and to reject any or all Bids

28.1 The Employer/Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder/Suppliers or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any Bidder/Supplier who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidder/Suppliers promptly.

IB.29 Notification of Award

29.1 Prior to expiration of the period of bid validity prescribed by the Employer/Purchaser, the Employer/Purchaser will notify the successful Bidder/Supplier in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer/Purchaser will pay the Contractor in consideration of the execution of the contract and completion of the Supplies by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

29.2 No Negotiation with the Bidder/Supplier having evaluated as lowest responsive or any other Bidder/Supplier shall be permitted, however, Employer/Purchaser may have clarification meetings to get clarify any item in the bid evaluation report.

29.3 The notification of award and its acceptance by the Bidders/Suppliers will constitute the formation of the Contract, binding the Employer/Purchaser and the Bidder/Supplier till signing of the formal Contract Agreement.

29.4 Upon notification of award and its acceptance by the Bidders/Suppliers, the Employer/Purchaser will promptly notify the other Bidder/Suppliers that their Bids have been unsuccessful and return their bid securities.

IB.30 Signing of Contract Agreement

30.1 Within 14 days from the date of issuance of acceptance letters, the Employer/Purchaser will send the successful Bidders/Suppliers the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

30.2 The formal Agreement between the Employer/Purchaser and the successful Bidders/Suppliers shall be executed within 14 days of the receipt of the Contract Agreement by the successful Bidder/Supplier from the Employer/Purchaser.

IB.31 General Performance of the Bidder/Suppliers

31.1 The Employer/Purchaser reserve the right to obtain information regarding performance of the Bidder/Suppliers on their previously awarded contracts/Supplies. The Employer/Purchaser may in case of consistent poor performance of any Bidder/Supplier as reported by the Employer/Purchasers of the previously awarded contracts, interalia, reject his bid. The Employer/Purchaser with its rules, procedures and relevant laws of the land take shall such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder/Supplier and debarring him from participation in future bidding.

IB.32 Integrity Pact

32.1 The Bidders/Suppliers shall sign and stamp the Integrity Pact provided in these bidding documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make

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the Bidder/Supplier non-responsive.

IB.33 Stamp Duty

33.1 as per Provincial Government notification stamp duty shall be deducted from the bill of contractor.

IB. 34 Professional Tax Certificate

34.1 The successful Bidder/Supplier shall provide the certificate for the current financial year otherwise the same shall be deducted as per prevailing Govt. rates.

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BID DATA SHEET

The following specific data to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

IB-1.1 Name and address of the Employer/Purchaser:

The Vice Chancellor
Khyber Medical University,
Peshawar

IB-1.1 Name of the Project/Contract;

“Development of Khyber Medical University, Peshawar”

Procurement of Furniture and Fixtures

IB-1.2 Time for completion;

The entire supplies shall be completed within 120 **(one hundred and twenty)** days.

IB-8.1 Address for clarification of bid;

- | | |
|---|---|
| 1. Chairman Purchase Committee
Khyber Medical University
Peshawar | 2. Chairman Technical/Inspection Committee
Khyber Medical University
Peshawar |
|---|---|

IB-10.1 Bid language;

The bid and all correspondence shall be made in English language.

IB-13.1 Currency of Bid and Payment;

Bidders to quote entirely in Pak. Rupees.

IB-14.1 Period of Bid Validity;

120 **(one hundred and twenty)** days.

IB-15.1 Amount of Bid Security;

Two Percent (2%) of the total Bid Cost.

IB-15.2 Format of bid security.

Bid security shall be form of call deposit in favour of Khyber Medical University, Peshawar

IB-16.1 Pre-Bid Meeting;

Bidder may submit in writing their queries to the Employer 14 day prior to dead line for submission of bids.

IB-17.4 Number of copies of the Bid documents;

One Original Copy duly signed and stamped.

IB-19.1 Employer's address for the purpose of Bid submission;

Chairman Purchase Committee, Khyber Medical University,
PDA Building 4th floor Hayatabad, Phase-V, Peshawar.

IB-20.1 Deadline for submission of bids;

As shown in the Invitation for Bids.

IB. 22.1 Venue, time, and date of Bid opening;

As shown in the Invitation for Bids.

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IB. 23.2 Detailing of marks;

1. Experience

Credit Marks for experience shall be awarded on the basis of following qualifications:

Sr. #	Description	Detailing	Weightage
i)	Supplies of similar nature and complexity completed over last 10 years.	5 marks/each project	15
ii)	Supplies of similar nature and complexity in hand.	5 marks /each project	15
iii)	Status of linkages/supply with/to Government Organizations.	1 mark/ each Deptt.	5
Sub-total:			35

2. Personnel Capabilities

Credit Marks shall be awarded under this category using the following criteria:

Sr. #	Description	Detailing	Weightage
i)	Graduates in employment of the firm in relevant field. a) Number b) Experience (in number of years)	02 Nos. 05 years/each	6 4
ii)	DAE/Certificate holders in Employment of the Firm in relevant field. a) Number b) Experience (in number of Years)	03 Nos. 05 years/each	6 4
Sub-total:			20

3. Financial Position

Credit Marks shall be awarded on the basis of the following criteria:

Ser. #	Description	Detailing	Weightage
i)	Available Bank Credit Line	0.900 million	10
ii)	Bank statement of last 3 years.	1.5 million	10
iii)	Registration with Federal Board of Revenue	Y	10
iv)	Litigation History where decision went against the Firm.	N	10
v)	Blacklisting from any Agency	N	5
Sub-total:			45

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Chairman Technical Committee
Khyber Medical University,
Peshawar

Chairman Purchase Committee
Khyber Medical University,
Peshawar

FORM OF BID
(LETTER OF OFFER)

To:

Chairman Purchase Committee
Khyber Medical University
Peshawar

Subject:-

Submission of Bid for "Procurement of sound system for senate hall table under the project titled "Development of Khyber Medical University, Peshawar".

1. Having examined the Bidding Documents including Instructions to Bidders, Bid Data sheet, Conditions of Contract GCC/PCC, Specifications, bill of Quantities and Addenda Nos. _____ for the above-named supply, we, the undersigned, being a company doing business under the name of and address given below and being duly incorporated under the laws of Pakistan hereby offer to supply and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favor or made payable to you and valid for a period of _____ days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence and to deliver and complete the supplies comprised in the Contract within the stipulated time (i-e _____ days).
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 2016.

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address; _____

Witness:

(Signature) _____

Name: _____

Address: _____

Seal: _____
M/S.....

Chairman Technical Committee
Khyber Medical University,
Peshawar

Chairman Purchase Committee
Khyber Medical University,
Peshawar

LETTERHEAD OF MANUFACTURER

MANUFACTURER’S AUTHORIZATION

To
The chairman purchase committee
Khyber Medical University,
Peshawar.

Subject; - **Procurement of sound system for the hall table under the Project titled “ Development of Khyber Medical University, Peshawar.**

Dear Sir,

We *(insert; complete name of manufacturer)*, we are official manufacturer of *(Insert; type of material manufactured)*, having factories at *(insert; full address of manufacturer’s factories)* do hereby authorize *(insert; complete name of bidder)* to submit a bid the purpose of which is to provide the following Furniture and Fixtures/ Chemical/ Glassware manufactured by us *(insert; name and brief description of the Furniture and Fixtures/ Chemical/ Glassware)*, and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance to the conditions of the contract with respect to the Furniture and Fixtures offered by our firm.

Signed; - _____
Name of authorized representative of the manufacturer; _____
Title; _____
Duly authorized to sign this authorization on half of; _____
Dated on _____ day of _____(insert; date of signing) .

Seal: _____
M/S.....

Chairman Technical Committee
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Peshawar

Chairman Purchase Committee
Khyber Medical University,
Peshawar

**(INTEGRITY PACT)
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE
SUPPLIERS OF GOODS, SERVICES & SUPPLIES IN CONTRACTS.**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [Name of 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of 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 rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of 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 from GoP.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

Seal: _____
M/S.....

Chairman Technical Committee
Khyber Medical University,
Peshawar

Chairman Purchase Committee
Khyber Medical University,
Peshawar

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 20 14 between the vice Chancellor Khyber Medical University, Peshawar (hereinafter called the "Employer/Purchaser") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer/Purchaser is desirous that certain Supplies, "Procurement of Furniture and Fixtures under the project titled ""Development of Institute of Khyber Medical University, Peshawar" should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Supplies and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidder/Suppliers/Suppliers, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid;
 - (c) General Conditions of the Contract;
 - (d) Particular Conditions of the Contract;
 - (e) The Priced Bill of quantities including preamble;
 - (f) The Specifications (Technical Provisions);
 - (g) Addenda (if any).
3. In consideration of the payments to be made by the Employer/Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer/Purchaser to execute and complete the Supplies and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer/Purchaser hereby covenants to pay the Contractor, in consideration of the execution and completion of the Supplies as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Employer/Purchaser

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

Seal: _____
M/S.....

Chairman Technical Committee
Khyber Medical University,
Peshawar

Chairman Purchase Committee
Khyber Medical University,
Peshawar

PREAMBLE TO BILL OF QUANTITIES
Procurement of sound system for the senate hall table under the
project titled “ “Development of Khyber Medical University,
Peshawar”

1. General

The Bill of Quantities shall be read in conjunction with the Conditions of Contract (GCC & PCC) together with the Specifications and addenda, if any.

2. Description

The descriptions of Furniture and Fixtures are in summarized form and are abbreviations in the Bill of Quantities and references to the relevant sections of the Specification are made for clarification of each item.

3. Units & Abbreviations

Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units) or Meter, Kilogram and Second system (MKS System).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Bill of Quantities shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the supplies set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The cost of complying with the provisions of the Contract shall be included in the items provided in the Bill of Quantities. The rates, prices and amounts shall be entered item wise in the Bill of Quantities.
- 4.5
- (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor/Supplier shall be responsible to make complete arrangements for the supply of Furniture and Fixtures, including fixing, placing, installation, demonstration, testing, and operation etc. of the Furniture and Fixtures at the Site.
- 4.6 The Contractor shall provide for all parts of the Furniture and Fixtures to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.
- 4.7 The bidder shall recognize such elements of the costs which he expects to incur the performance of the supplies and

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GENERAL CONDITIONS OF THE CONTRACT

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 Employer/Purchaser and the Contractor/Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein as specified in PCC duly signed by the parties,.
- (b) "The Contract Price" means the price payable to the Contractor/Supplier under the Contract for the full and proper Performance of its contractual obligations.
- (c) "Day" means calendar day.
- (d) "Effective Date" means the date on which this Contract becomes effective.
- (e) "End User" means the organization(s) where the Furniture and Fixtures will be used.
- (f) "GCC" mean the General Conditions of Contract contained in this section.
- (g) "The Furniture and Fixtures" means all the items shown in Bill of Quantities that the Contractor/Supplier is required to supply to the Employer/Purchaser under the Contract.
- (h) "The Employer/Purchaser" means the organization purchasing the Furniture and Fixtures, as named in the PCC.
- (i) "The Employer/Purchaser's country" is the country named in the PCC.
- (j) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Furniture and Fixtures supplied under the Contract are registered for use in the Employer/Purchaser's country in accordance with the Applicable Law.
- (k) "PCC" means the Particular Conditions of Contract.
- (l) "The Services" means those services ancillary to the supply of the Furniture and Fixtures , such as transportation and insurance and any other incidental services, such as provision of technical assistance, training, demonstration and other such obligations of the Contractor/Supplier covered under the Contract.
- (m) "The Site," where applicable, means the place or places named in the PCC.
- (n) "The Contractor/Supplier" means the individual or firm supplier of the Furniture and Fixtures and their delivery to final destination point including fixing/placing, installation, testing, operation, demonstration etc. under this Contract.

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. Standards;

3.1 The Furniture and Fixtures supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, to the authoritative standards appropriate to the Furniture and Fixtures' country of origin. Such standards shall be the latest issued by the employer.

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4. Use of Contract Documents and Information; (Inspection and Audit by the Employer/Purchaser);

- 4.1 The Contractor/Supplier shall not, without the Employer/Purchaser'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 Employer/Purchaser in connection therewith, to any person other than a person employed by the Contractor/Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2 The Contractor/Supplier shall not, without the Employer/Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 4.1 shall remain the property of the Employer/Purchaser and shall be returned (all copies) to the Employer/Purchaser on completion of the Contractor/Supplier's performance under the Contract if so required by the Employer/Purchaser.
- 4.4 The Employer/Purchaser and/or persons appointed by the Employer/Purchaser to inspect the Contractor/Supplier's offices and/or the accounts and records of the Contractor/Supplier and its sub-contractors relating to the performance of the Contract.

5. Certification of Furniture and Fixtures in Accordance with Laws of the Employer/Purchaser's Country;

- 5.1 If required under the Applicable Law, Furniture and Fixtures supplied under the Contract shall be registered for use in the Employer/Purchaser's country.

6. Patent Rights;

- 6.1 The Contractor/Supplier shall indemnify the Employer/Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Furniture and Fixtures or any part thereof in the Employer/Purchaser's country.

7. Inspections and Tests

- 7.1 The Employer/Purchaser or its representative shall inspect and/or test the Furniture and Fixtures to verify their conformity to the Contract specifications. The Employer/Purchaser shall notify the Contractor/Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes;
- (a) Said inspection and testing is for the Employer/Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Furniture and Fixtures shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Furniture and Fixtures.
- (b) The Contractor/Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Contractor/Supplier.
- (c) Upon receipt of the Furniture and Fixtures at place of final destination, the Employer/Purchaser's representative shall inspect the Furniture and Fixtures or part of the Furniture and Fixtures to ensure that they conform to the condition of the Contract and advise the Employer/Purchaser that the Furniture and Fixtures were received in apparent good order. The Employer/Purchaser will issue an Acceptance Certificate to the Contractor/Supplier in respect of such Furniture and Fixtures (or part of Furniture and Fixtures). The

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Acceptance Certificate shall be issued within ten (10) days of satisfactory receipt of the items and satisfactory fixing/installation, demonstration testing under the contract at place of final destination.

7.2 In case, if the Supplies found in conflict to the conditions and specification of the contract the employer shall immediately notify the contractor/supplier regarding such rejection. The contractor shall immediately take necessary action as notified/proposed by the employer. Further Contractor/Supplier shall not be compensated in any way by the employer/purchaser for such replacement.

7.3 Where the Contractor/Supplier contests the validity of the rejection by the Employer/Purchaser or his representative, of any inspection as required by 7.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample, drawn jointly by the Contractor/Supplier and Employer/Purchaser or his or her representative and authenticated by both, will be forwarded for Arbitrator analysis within four weeks of the time the Contractor/Supplier contests to an independent agency mutually agreed by the Employer/Purchaser and Contractor/Supplier. The Arbitrator's finding, which will be promptly obtained, will be final and binding on both parties. The cost of Arbitrator analysis will be borne by the losing party.

8. Packing

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

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC or Technical Specifications, and in any subsequent instructions ordered by the Employer/Purchaser.

9. Delivery and Documents

9.1 Delivery of the Furniture and Fixtures shall be made by the Contractor/Supplier in accordance to the Schedule of Requirements/Bill of Quantities. The details of shipping and/or other documents shall be furnished by the Contractor/Supplier.

9.2 Upon or before delivery of the Furniture and Fixtures, the Contractor/Supplier shall notify the Employer/Purchaser in writing and deliver the following documents to the Employer/Purchaser:

- (i) Original copy of the bill of lading/invoice showing Furniture and Fixtures', Description, Quantity, Unit Price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) Copies of the packing list identifying contents of each package;
- (iii) Original Warranty Certificate of the manufacturer's or Contractor/Supplier's covering all items supplied;
- (iv) Supplier's Certificate of Origin covering all items supplied;
- (v) Original copy of the Certificate of Inspection furnished to Contractor/Supplier by the nominated inspection agency(where inspection is required);

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(vi) Other procurement-specific documents required for delivery/payment purposes.

Note: In the event that the documents presented by the Contractor/Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with GCC-7above.

10. Transportation, Fixing, Placing, Installation, Demonstration, Testing, Operation and Training to end user personnel.

10.1 The Furniture and Fixtures shall be delivered/ transported by the Contractor/supplier to the final distinction point successfully at his own cost the price shall be deemed to inclusive of the same.

10.2 The price shall be deemed to inclusive of the fixing/placing, installation, demonstration, testing, operation, and training of the end user personnel of the Furniture and Fixtures which shall be carried out by the Contractor/supplier or his authorized representative in accordance to the international standards.

11. Incidental Services

11.1 The Contractor/Supplier shall provide incidental services. Further all necessary licenses and permission for use of the Furniture and Fixtures in the purchaser's country that may be required for the Furniture and Fixtures shall also be provided by the Contractor/supplier. The cost shall be deemed to be included in the contract price.

12. Warranty

12.1 All the supplies must be of recently manufactured and must bear the dates of manufacturing and expiry. The Contractor/Supplier further warrant that all items supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at final destination point with a shelf life of more than two years and three-fourths (3/4) of items with a shelf life of two years or less and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

12.2 The Employer/Purchaser shall have the right to make claims under the above warranty for three months after the Furniture and Fixtures; have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Employer/Purchaser, the Contractor/Supplier shall, with all reasonable speed, replace the defective Furniture and Fixtures without cost to the Employer/Purchaser. The Contractor/Supplier will be entitled to remove, at his own risk and cost, the defective Furniture and Fixtures once the replacement Furniture and Fixtures have been delivered.

12.3 In the event of a dispute by the Contractor/Supplier, a counter analysis will be carried out on the manufacturer's retained samples by an independent neutral agreed by both the Employer/Purchaser and the Contractor/Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Contractor/Supplier as well as the replacement and disposal of the defective Furniture and Fixtures. In the event of the independent Analysis confirming the quality of the product, the Employer/Purchaser will meet all costs for such analysis.

12.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 12.2above, the Contractor/Supplier fails to replace the defective Furniture and Fixtures within the period specified in the PCC, the Employer/Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal at the Contractor/Supplier's risk and expense and without prejudice to any other rights that the Employer/Purchaser may have against the Contractor/Supplier under the Contract. The Employer/Purchaser will also be entitled to claim

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for storage in respect of the defective Furniture and Fixtures for the period following notification and deduct the sum from payments due to the Contractor/Supplier under this Contract.

- 12.5 Recalls. In the event any of the Furniture and Fixtures are recalled, the Contractor/Supplier shall notify the Employer/Purchaser within fourteen (14) days, providing full details of there as on for there call and promptly replace, at its own cost, the items covered by there call with Furniture and Fixtures that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Furniture and Fixtures. If the Contractor/Supplier fails to fulfill its recall obligation promptly, the Employer/Purchaser will carry out the replacement at the risk and cost of the contractor.

13. Payment

- 13.1 The method and conditions of payment to be made to the Contractor/Supplier under this Contract shall be specified in the PCC.
- 13.2 The contractor/Supplier's request(s) for payments shall be made to the Employer/ Purchaser in writing, accompanied by an invoice describing, as appropriate, the Furniture and Fixtures delivered and Services performed, and by documents submitted pursuant to GCC Clause10, and upon fulfillment of other obligations stipulated in the Contract.
- 13.3 Payments shall be made promptly by the Employer/Purchaser but in no case later than sixty (60)days after submission of an invoice or claim by the Contractor/Supplier.
- 13.4 The currency/currencies in which payment is made to the Contractor /Supplier under this Contract shall be as specified in the PCC.

14. Prices

- 14.1 Prices charged by the Contractor/Supplier for Furniture and Fixtures delivered and Services performed under the Contract shall not vary from the prices quoted by the Contractor/Supplier in its bid.

15. Contract Amendments

- 15.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Assignment

- 16.1 The Contractor/Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Employer/Purchaser's prior written consent.

17. De lays in t h e C o n t r a c t o r / S u p p l i e r ' s P e r f o r m a n c e

- 17.1 Delivery of the Furniture and Fixtures and performance of Services shall be made by the Contractor/Supplier in accordance with in the stipulated time
- 17.2 If at any time during performance of the Contract, the Contractor/Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Furniture and Fixtures and performance of Services, the Contractor/Supplier shall promptly notify the Employer/Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor/Supplier's notice, the Employer/Purchaser shall evaluate the situation and may at its discretion extend the Contractor/Supplier's time for

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performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

17.3 Except as provided under GCC Clause 20, a delay by the Contractor/Supplier in the performance of its delivery obligations shall render the Contractor/Supplier liable to the imposition of liquidated damages pursuant to GCC Clause-19, unless an extension of time is agreed upon pursuant to GCC Clause 17.2 without the application of liquidated damages.

18. Liquidated Damages

18.1 Subject to GCC Clause 20, if the Contractor/Supplier fails to deliver any or all of the Furniture and Fixtures or to perform the Services within the period(s) specified in the Contract, the Employer/Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the delivered price of the delayed Furniture and Fixtures or unperformed Services for each week or part thereof of delay until actual delivery or performance, upto a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Employer/Purchaser may consider termination of the Contract pursuant to GCC Clause 19.

19. Termination for Default

19.1 The Employer/Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor/Supplier, may terminate this Contract in whole or in part:

- (a) if the Contractor/Supplier fails to deliver any or all of the Furniture and Fixtures within the period(s) specified in the Contract, or within any extension thereof granted by the Employer/Purchaser pursuant to GCC Clause 17; or
- (b) if the Furniture and Fixtures do not meet the Technical Specifications stated in the Contract; or
- (c) if the Contractor/Supplier fails to provide any registration or other certificates in respect of the Furniture and Fixtures within the stipulated time.
- (d) if the Employer/Purchaser determines that the Contractor/Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract, then the Employer/Purchaser may, after giving 14 days notice to the Contractor/Supplier, terminate the Contractor/Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 19 shall apply as if such expulsion had been made under Sub-Clause 19.1.

For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

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- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - a. Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b. Acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause-5.
- (vi) Should any employee of the Contractor/Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Furniture and Fixtures, then that employee shall be removed.
- (vii) If the Contractor/Supplier fails to perform any other obligation(s) under the Contract.

19.2 In the event the Employer/Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 19.1, the Employer/Purchaser may procure, upon such terms and in such manner as it deems appropriate, Furniture and Fixtures or Services similar to those undelivered, and the Contractor/Supplier shall be liable to the Employer/Purchaser for any excess costs for such similar Furniture and Fixtures or Services. However, the Contractor/Supplier shall continue performance of the Contract to the extent not terminated.

20. Force Majeure

- 20.1 Notwithstanding the provisions of GCC Clauses 17, 18, and 19, the Contractor/Supplier shall not be liable for forfeiture of its security, liquidated damages or termination 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.
- 20.2 For purposes of this clause, "force majeure" means an event beyond the control of the Contractor/Supplier and not involving the Contractor/Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Employer/Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 20.3 If a force majeure situation arises, the Contractor/Supplier shall promptly notify the Employer/Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Employer/Purchaser in writing, the Contractor/Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

21. Termination for Insolvency

- 21.1 The Employer/Purchaser may at any time terminate the Contract by giving written notice to the Contractor/Supplier if the Contractor/Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without

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compensation to the Contractor/Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer/Purchaser.

22. Termination for Convenience

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

22.2 The Furniture and Fixtures that are complete and ready for shipment within ten (10) days after the Contractor/Supplier's receipt of notice of termination shall be accepted by the Employer/Purchaser at the Contract terms and prices. For the remaining Furniture and Fixtures, the Employer/Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Contractor/Supplier an agreed amount for partially completed Furniture and Fixtures and Services and for materials and parts previously procured by the Contractor/Supplier.

23. Settlement of Disputes

23.1 If any dispute or difference of any kind whatsoever shall arise between the Employer/Purchaser and the Contractor/Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer/Purchaser or the Contractor/Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

23.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Furniture and Fixtures under the Contract.

23.2.2 Arbitration proceedings shall be conducted in accordance to the rules and Procedure of Arbitration Act 1940 of Pakistan.

23.3 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Employer/Purchaser shall pay the Contractor/Supplier any monies due the Contractor/Supplier.

24. Limitation of Liability

24.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,

- (a) The contractor/Supplier shall not be liable to the Employer/Purchaser, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs,

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provided that this exclusion shall not apply to any obligation of the Contractor/Supplier to pay liquidated damages to the Employer/Purchaser; and

- (b) The aggregate liability of the Contractor/Supplier to the Employer/Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Furniture and Fixtures.

25. Governing Language

25.1 The Contract shall be written in the language specified in the PCC. Subject to GCC Clause-27, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

26. Applicable Law

26.1 The Contract shall be interpreted in accordance with the laws of the Employer/Purchaser's country, unless otherwise specified in the PCC.

27. Notices

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

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

28. Taxes and Duties

28.1 A Contractor/Supplier supplying Furniture and Fixtures from abroad shall be entirely responsible for all taxes, stamp, duties, license fees and other such levies imposed outside the Employer/Purchaser's country.

28.2 A Contractor/Supplier supplying Furniture and Fixtures offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Furniture and Fixtures to the Employer/Purchaser.

29. Subsequent Legislation

If, after the date 14 days prior to the latest date for opening of bids for the contract there occur in the country (i-e Pakistan) changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or to the introduction of any such State Statute, Ordinance, Decree, Law, Regulation or bye-law which causes additional or reduced cost to the contractor/Supplier in the performance of the Contract such additional or reduced cost shall be added to or deducted from the "contract price".

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Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

GCC1.1 (a) Contract Documents;

- i. Acceptance letter;
- ii. Contract agreement;
- iii. Form of Bid;
- iv. Schedule of Requirements/Bill of Quantities including preamble;
- v. Special Conditions of the Contract;
- vi. General Conditions of the Contract;
- vii. Specifications (Technical Provisions)
- viii. Integrity Pact;

GCC 1.1 (h) Name of the Employer/Purchaser;

The Vice Chancellor
Khyber Medical University,
Peshawar

GCC 1.1 (i) The Employer/Purchaser's country is;

ISLAMIC REPUBLIC OF PAKISTAN

GCC 1.1 (m) The Site is/are;

Khyber Medical University, Hayatabad, Peshawar

GCC 7 Inspection and Tests

Representative of the Employer/Purchaser for the purpose of inspection shall be.

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GCC 12 Warranty;

The warranty period for the Furniture and Fixtures, is 364 days whereby replacement of the parts shall be carried out by the Contractor/suppliers and shall be declared on final inspection of the committee and end user. However the employer/purchaser may extend the said period if deemed necessary due to unavoidable circumstances.

GCC 13 Payments;

- i. Upon the successful supply, fixing, placing, installation, demonstration of the Furniture and Fixtures and inspection carried out by the Technical/Inspection committee of Khyber Medical University, Peshawar the contractor shall

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submit their invoice/request for payment along with all necessary document specified in these documents, further, no partial payment shall be made against partial supply.

- ii. Call Deposit submitted with Bid @ 2% of the “contract price” shall be retained by the employer and will be converted to security. Further an amount equal to 8% (eight percent) for the bill amount shall be retained as retention money. Both the security and retention money will be released on successful expiry of the warranty period and approval of the Technical/Inspection Committee.
- iii. The currency of payment shall be PKR (Pakistani Rupees).

GCC 18 Liquidated damages;

Liquidated damages shall be imposed @ 0.10% per day of delay upto a maximum of 10% ten percent of the total Contract price.

GCC 25 Governing language;

English shall be the governing language.

GCC 26 Applicable law;

Shall be the Law of ISLAMIC REPUBLIC OF PAKISTAN.

GCC 27 Notices;

Notices shall be served in writing only to the Chairman purchase Committee, Khyber Medical University, Peshawar.

GCC 28 Taxes and Duties;

General Sale’s tax invoice shall be provided by the Supplier further a deduction for 1/5th of the total GST as well as Income tax shall be made as per prevailing Govt. rules by the employer.

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Procurement of Furniture and Fixture for Development of Khyber Medical University ,Peshawar

BOQ

S:	Description	Unit	Qty	Rate in Figure	Rate in Words	Amount
1	Providing ,Supplying ,Installation of Sound System for the table of Senate Hall for 40 Person Complete in all respect					

Project Director

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