



**FAZAIA MEDICAL COLLEGE, AIR UNIVERSITY,  
ISLAMABAD**

**PROVISIONING OF FURNITURE FOR FAZAIA MEDICAL  
COLLEGE, AIR UNIVERSITY, ISLAMABAD F.Y 2023-24**

LAST DATE FOR SUBMISSION OF PROPOSAL 27<sup>th</sup> March  
2024

**Cost of the Tender Document Rs. 3000/-**

March 2024

**IBD/FMC/1310/07/PROC**

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# CHECKLIST FOR DOCUMENTS

## CHECKLIST FOR ESSENTIAL DOCUMENTS

**Note:** Failure to provide any of the documents listed in the checklist below at the time of bid submission would result in technical disqualification of the firm. It is Important to attach all documents as per following sequence Serial 1 to 10 below:

<b>S#</b>	<b>Document Name</b>	<b>(Initial if provided)</b>	<b>Page(s) where document is provided</b>
1	Company Profile (to be attached)		
2	Affidavit that firm is not blacklisted by any Government Department/Civil Agency (to be attached).		
3	Duly filled Appendix- A (to be attached).		
4	Latest Bank statement for the last 12 months duly signed & stamped by the Bank (to be attached)		
5	Photocopy of bid security showing bid amount as blanked (to be attached)		
6	Previously completed Purchase Orders & Completion Certificates (to be attached)		
7	Proof of firm's registration with income tax department (to be attached)		
8	Tender document duly signed and stamped by the contractor (to be attached)		
9	Detailed Tax Returns for last 3 years (to be attached)		
10	Audited Financial Statement for last 3 years (to be attached)		

**Note:**

**These documents will be checked Infront of all parties, if any of above documents listed is not attached, bid documents shall be returned without further opening. Penalty of 10% of bid security will be deducted.**

INVITATION  
TO  
TENDERERS

## INVITATION TO TENDERERS

Address: Deputy Director Administration  
Fazaia Medical College  
Air University Islamabad.  
Sector E-9, Islamabad.  
Tel: 051-9153801

**Date: \_\_\_\_\_ March, 2024**  
**Tender Reference:**  
**IBD/FMC/1310/07/PROC**

1. Fazaia Medical College Islamabad invites sealed tenders based on “**single stage two envelope bid procedure (Technical and Financial offers in separate Sealed envelopes)**” from interested Firms.
2. A complete set of Tender Documents may be purchased by interested eligible Tenderers on submission of a written application to the Deputy Director Administration Fazaia Medical College Air University and upon payment of a nonrefundable fee of Rupees Three thousand (**Rs. 3,000/-**) only.
3. All tenders, accompanied by a Tender Security @ **02%** of the contracted amount of the bid value by the Bidder in favor of “Fazaia Medical College Air University” must be delivered to Admin Office, Fazaia Medical College Air University, Sector E-9 Islamabad by 27<sup>th</sup> March, 2024 before 10:00am.
4. Tenders will be opened on the same day at 10:30 hrs. in the presence of tenderers’ representatives who choose to attend.
5. Each firm can apply for one item or combination of items. Price of each item must be firm and independent of the price quoted for other items. If vendors quote for multiple items, the quotation for each item will be evaluated individually for work order.
6. Fazaia Medical College, after acceptance of responsive bid, reserves the right of contract to award or reject and can cancel the tender at any stage without any notification.
7. Fazaia Medical College Air University, after acceptance of responsive bid, reserves the right to issue the work order for any one item or combination of items quoted in the bid.

**INSTRUCTIONS  
TO TENDERERS  
&  
TENDERING DATA**

## **INSTRUCTIONS TO THE BIDDERS**

### **GENERAL**

The management of Fazaia Medical College (FMC) desires to award the contract for provision of following procurement.

### **PROVISIONING OF FURNITURE FOR FAZAIA MEDICAL COLLEGE, AIR UNIVERSITY, ISLAMABAD**

#### **1 Scope of Tender**

##### **1.1 Scope of Tender**

The scope of the work is as under:-

FMC desires to receive tenders for the procurement of above mentioned items.

##### **1.2 Source of Funds**

FMC has arranged funds from its own resources.

##### **1.3 Site Visit for Sample**

The bidders are advised to visit the Fazaia Medical College, Air University Islamabad Campus from **5<sup>th</sup> March, 2024** (from Monday to Friday 8:am to 12:pm) in order to examine the samples to obtain all information that may be necessary for preparing the tender and entering into a contract for execution of the work. All cost(s) in this respect shall be at the bidders own expenses.

#### **2 Eligible Tenderers**

**2.1** Tender is open to all contractors/ manufacturing firms who have previous experience of completion of similar projects and have necessary in house capacity to undertake the stated work as mentioned above. Relevant additional conditions in this regard are given below:-

- (a) Holding valid NTN & GST Registered firms. The same is to be clearly mentioned in the bid.
- (b) Never been black listed by any Government Organization. Latest affidavit to this effect shall be furnished.
- (c) Firm must have its head office / services office at Rawalpindi / Islamabad



### **3. INSTRUCTIONS FOR BIDDING & COST OF TENDERING**

#### **3.1 Cost of Tendering**

The bidder shall bear all costs associated with preparation and submission of bid and the FMC shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **TENDER DOCUMENTS**

#### **4 Contents of Tender Documents**

4.1 The Tender Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Clause 6.

- (a) Instructions to Tenderers & Tendering Data
- (b) Forms of Tender
- (c) Conditions of Contract & Contract Data
- (d) Standard Forms
  - (i) Form of Performance Security
  - (ii) Form of Contract Agreement
- (e) Price Bill of Quantities

#### **5 Clarification of Tender Documents**

A prospective tenderer requiring any clarification(s) in respect of the Tender Documents may notify the purchase committee through email.

Muhammad.waqas@fmc.au.edu.pk

#### **6 Amendment of Tender Documents**

At any time prior to the deadline for submission of bids the FMC may for any reason, whether at own initiative or in response to a clarification requested by the bidder, modify the tender documents by issuing addendum.

- (a) Any addendum thus issued shall be part of the tender documents. To afford bidders reasonable time for taking such an addendum into account in preparing their bids, the FMC may at its discretion extend the deadline for submission of bids

### **PREPARATION OF TENDERS**

#### **7 Language of Tender**

- (a) Bidding documents and all correspondence shall be in English Language.

- (b) The bid shall have a covering letter on printed letter pad of the firm.
- (c) All pages of the bid i.e. instructions to bidders, integrity pact, specifications, contract documents and priced BoQ shall be initiated/signed and official seal be affixed by the person(s) authorized to sign.

## **8 Documents Comprising the Tender**

8.1 The tender prepared by the tenderer shall comprise the following components:

- (a) Covering Letter.
- (b) Forms of Tender duly filled, signed and sealed, in accordance with Clause 14.3.
- (c) Appendix (A & B) to Tender duly filled and initialed, in accordance with the instructions contained therein & in accordance with Clause 14.3.
- (d) Tender Security furnished in accordance with Clause 13.2.
- (e) Power of Attorney in accordance with Clause 14.5, if required.
- (f) Documentary evidence in accordance with Clause 11 & 12.

## **9 Sufficiency of Tender**

9.1 Each tenderer shall satisfy himself before Tendering as to the correctness and sufficiency of his Tender and of the rates and prices entered in the BOQ, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the project.

9.2 The tenderer is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the tender and entering into a Contract for execution of the project.

## **10 Tender Prices, Currency of Tender and Payment (NOT APPLICABLE)**

- 10.1 The tenderer shall fill up the Schedule of Prices (Schedule A to Tender) indicating the unit rates and prices of the items to be supplied under the Contract. Rates on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the tenderer shall remain fixed during the tenderer's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the tenderer in the currency as stipulated in Tendering Data.

## **11. Documents Establishing Tenderer's Eligibility and Qualifications**

- 11.1 Pursuant to Clause 8, the tenderer shall furnish, as part of its tender, documents establishing the tender's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 11.2 Tenderer/Manufacturer must possess and provide evidence of the experience as stipulated in Tendering Data.

## **12. Supporting Documents of Appendix, A&B**

The bidders must provide the documentary evidence of the previous & ongoing similar nature works. The detail of experience provided by the bidders in **Appendix A & B** would not be accepted without supporting documents.





## **13 BID AMOUNT & TENDER SECURITY**

### **13.1 BID AMOUNT**

The bidders are required to ensure that bid amount is firm, final and clearly written/typed without any ambiguity.

- (a) The bidders are advised not to keep any space for bid negotiation.
- (b) **The bid price quoted by bidder for each item shall be inclusive of all applicable taxes.**
- (c) The rates shall be entered against each item in the bill of Quantity (BOQ's).
- (d) The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.

### **13.2 TENDER SECURITY / EARNEST MONEY**

The bidder shall furnish a tender security/earnest money equivalent to 2% of the total value of bid in the form of Deposit at Call, or Bank Guarantee issued by a scheduled bank of Pakistan in favor of Fazaia Medical College Air University Sector E-9 Islamabad valid for a period of 60 days beyond the bid validity date.

- (a) Any bid not accompanied by an acceptable earnest money shall be rejected by the FMC as non-responsive.
- (b) The earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder.
- (c) The earnest money of bidders, who are not in competition can be returned earlier at FMC discretion upon receiving a request.
- (d) The earnest money of the successful bidder will be returned when the bidder has furnished the required performance security and signed contract agreement.
- (e) The earnest money may be forfeited:-
  - (i) If a bidder withdraws his bid during the period of validity.
  - (ii) If the bidder does not accept the correction (clause-16.4 (b) of his bid price.
  - (iii) In case of the successful bidder, if he fails to furnish the required performance security and/or sign the contract agreement within seven days of the issuance of contract award letter.

**Note: - Under any of above mentioned conditions {13.2 (e) (i) to (e) (iv)}, Fazaia Medical College Air University may reserve the right to award the contract to the next responsive bidder on the list.**

**14 Validity of bids, format, signing and submission of tender**

- 14.1** Bids shall remain valid for a period of 90 days from the date of opening of the bid.
- 14.2** All Schedules to Tender are to be properly completed and signed.
- 14.3** No alteration is to be made in the Form of Tender except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the tender may be rejected.
- 14.4** Each tenderer shall prepare Original and one copy specified in the Tendering Data of the documents comprising the tender as described in Clause 8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5** The original and one copy of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the tenderer to act for and on behalf of the tenderer. All pages of the tender shall be initialed and official seal be affixed by the person or persons signing the tender.
- 14.6** The Tender shall be delivered in person or sent by registered mail at the address to Employer as given in Tendering Data.

**15 Deadline for submission, modification & withdrawal of tenders**

**15.1 Deadline for submission of bid:**

- (a) Tenders must reach to "office of Administration" Fazaia Medical College Air University, Sector E-9, Islamabad by **10:00 hours on 27<sup>th</sup> March, 2024** along with a valid **2%** Call Deposit. Technical bids will be opened at 10:30 hours on the same day.
- (b) Any bid submitted after the dead line for tender submission will be returned unopened to such bidder.

**15.2 Modification & withdrawal of bid**

Following terms will apply for modification or withdrawal of bid.

- (a) Any bidder may modify or withdraw his bid after bid submission provided that written notice of the modification or withdrawal is received by the concerned officer prior to the deadline for submission of bids.
- (b) No bid shall be modified or withdrawn by a bidder after the deadline for
- (c) Submission of bids.

## **TENDER OPENING AND EVALUATION**

### **16 Tender Opening, Clarification and Evaluation**

**16.1** The Evaluation Committee will open the tenders, in the presence of tenderers' representatives who choose to attend, at the time, date and location stipulated in the Tendering Data.

**16.2** The tenderer's name, Technical Offers, the presence or absence of the Tender Security and such other details as the Fazaia Medical College Air University at its discretion may consider appropriate, will be announced by the Fazaia Medical College Air University at the time of tender opening.

**16.3** To assist in the examination, evaluation and comparison of Tenders the Employer may, at its discretion, ask the tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.

**16.4** (a) Prior to the detailed evaluation, pursuant to Sub-clause 16.5 to 16.7, the Employer will determine the substantial responsiveness of each tender to the Tender Documents. For purpose of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender Documents without material deviations. It will include to determine the requirements listed in Tendering data.

(b) Arithmetical errors will be rectified on the following basis:

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 Tender price entered in Form of Tender and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Tender will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

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

- i. A Tender determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the tenderer by correction of the non-conformity.
- ii. Any minor infirmity or non-conformity or irregularity in a Tender which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other tenderers.
- iii. The Employer will evaluate and compare only the tenders previously determined to be substantially responsive pursuant to Sub-clauses 16.4 to 16.6 as per requirements given hereunder. Tenders will be evaluated on item rate based criteria.



**(a) Technical Evaluation.** It will be examined in detail whether the equipment offered by the tenderer complies with the Technical Provisions of the Tender Documents. For this purpose, the TECHNICAL OFFER submitted with the tender in Schedule B to tender will be compared with technical features/criteria of the equipment detailed in the Technical Provisions. Other technical information submitted with the tender regarding the Scope of Works will also be reviewed. Purchase committee will consider International reviews form websites, feedback of clients and strength of the product in the market. Committee will also review the recurring cost of the equipment. Only those accessories shall be considered that are recommended or acceptable to the Original Equipment Manufacturer / open systems interconnection for use with the equipment as recommended by the principal.

**Fazaia Medical College, Air University reserves the right to ask the bidders to provide the samples of the items before financial opening / issuance of Work Order.**

**(b) Commercial Evaluation.** Successful tenderers whose TECHNICAL OFFER will be approved by the technical committee will be called minimum of ONE WEEK after the Date of opening of Technical Offer. The Purchase Committee will open the COMMERCIAL OFFER, in the presence of tenderers' representatives who choose to attend, at the time, date and location stipulated in the Tendering Data. It will be examined in detail whether the tenders comply with the commercial/contractual conditions of the Tender Documents. It is expected that no major deviation/stipulation shall be taken by the tenderers. FMC has the right to purchase equipment on FOR or C&F bases therefore, both FOR and C&F prices will be considered in financial evaluation and lowest will be preferred. Bids which are in foreign currency will be converted into Pak Rupees using the interbank foreign currency exchange rate of the tender opening day, for comparison with other bids quoted in Pak rupees.

## **16.5 Evaluated Tender Price**

In evaluating the tenders, the Employer will determine for each tender in addition to the Tender Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Tender Price:

- (i) Making any correction for errors pursuant to Sub-Clause 16.4 hereof.
- (ii) Making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) Making an appropriate price adjustment for Deviations in terms of Payments.

## **16.6 Evaluation Methods**

Pursuant to Sub-Clause 16.6, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical noncompliance will be added to the Corrected Total Tender Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other tenderers being evaluated in detail in their original Tenders for corresponding item. In case of non-availability of price from other tenderers, the price will be estimated by the Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Tender Schedules and Conditions of Contract, as determined by the Employer will be added to the Corrected Total Tender Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Tender Prices.

(iii) Price Adjustment for Deviation in Terms of Payments Refer to Tendering Data

## **17 Process to Be Confidential**

No bidder shall contact FMC on any matter relating to its tender from the opening of bid till the award of contract.

## **AWARD OF CONTRACT**

### **18. Post-Qualification**

18.1 In the absence of pre-qualification, the tender committee will determine to its satisfaction whether the substantially responsive, Most Advantageous Bidder is qualified to satisfactorily perform the order.

18.2 The determination will take into account the bidder's financial and technical proposals. It will be based upon an examination of the documentary evidence and physical inspection of few completed/ ongoing projects (as mentioned at Appendix "A" and Appendix "B").

### **19 Award Criteria & FMC's Right**

19.1 The contract will be awarded to substantially Most Advantageous Bidder on item rate based criteria, provided that such bidder has been determined to be qualified to satisfactorily perform the order.

19.2 The FMC reserves the right to accept or reject any or all the bids prior to award of order without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the FMC's action.

19.3 If selected bidder fails to submit his own furniture samples conforming to FMC sample and in this circumstance the execution of contract may not be possible with the selected bidder. Resultantly, Air University may forfeit his earnest money and contract may be awarded to the next responsive bidder on the list.

## **20 Notification of Award & Signing of Contract Agreement**

- 20.1 Prior to expiration of the period of tender validity prescribed by the Employer, the Employer will issue the work order to the Most Advantageous Bidder on item rate based criteria.
- 20.2 Within 07 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the successful bidder submit his own samples of furniture conforming to FMC samples. After approval of these samples the formal Agreement between the Employer and the successful tenderer shall be executed.

## **21 Performance Security**

- 21.1 The successful bidder shall furnish to the FMC a performance security in the form and the amount stipulated in the conditions of contract with in a period of **07 days** after the receipt of work order
- 21.2 Failure of the successful bidder to comply with the requirements of sub-clauses 20.2 or clause 21.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security and contract may be awarded to the next responsive bidder on the list.

## **22 Adherence To Integrity Pact**

Government of Pakistan has announced that integrity pact duly signed by the bidder shall be part of the contract. The same is contained in the contract documents.

(a) Any effort by a bidder to influence tender evaluation, bid comparison or award decision may result in the rejection of his bid.

## **23. Acceptance Certificate**

The contractor may notify when he considers that all the items has been delivered. Upon such notification from contractor, the office of Administration will arrange final inspection within 07 days and issue an acceptance certificate in favor of contractor subject to satisfactory completion of work as per requirement of contract. Alternatively the FMC will notify the contractor, that the work is not fully complete and contractor will rectify the discrepancies.

## **24. Warranty & Services**

(a) Furniture must come with one year warranty / as specified in the BOQs. The warranty should be comprehensive inclusive of all parts of the furniture. Warranty

period against each Furniture is also given in BOQs. Minimum warranty period against equipment offered by Manufacturer may be accepted, subject to discretion of purchase committee.

(b) The contractor shall support, as per detail given below, of the components for a period as given above in para (a). Contractor shall ensure that all personnel provided for installation, maintenance & support services under the contract are adequately qualified and skilled.

#### **KEY FEATURES OF THE SUPPORT PLAN**

**(a) Telephone Support.** For immediate assistance, SUPPLIER provides telephone support between 8:00 a.m. and 3:00 p.m., Monday through Friday by skilled service professionals can respond. If on-site service needed, Contractor will mobilize other support resources from within its Services team. The telephone, fax numbers of the Support personnel will be conveyed on their mobilization.

**(b) On-Site Support. After completion/Delivery period,** when on-site service is required, Contractor will dispatch authorized service personnel to the site to restore furniture to normal operation. The Support Plan entitles the FMC to next-day response. Technicians will arrive on-site between 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding nationally recognized holidays.

**(c) Spares Support and Integrated Logistics Planning.** For timely problem resolution, Contractor shall stock spare parts at their service center of Islamabad / Rawalpindi during warranty period. Any spare parts required to perform service are automatically replaced at no charge to the customer.

# INTEGRITY PACT

**DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES AND WORKS**

\_ The bidder/contractor hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, the bidder/contractor 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 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 for from GoP, except that which has been expressly declared pursuant hereto.

The bidder/contractor 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.

[The seller/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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP I this regard, the bidder/contractor 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 a amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the bidder/contractor 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.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Company\_\_\_\_\_

Date\_\_\_\_\_

## TENDERING DATA

### Instructions to Tenderers Clause Reference

#### Name of Employer

Fazaia Medical College, Air University Sector E-9, Islamabad  
Tel No: 051-9153801

#### Brief Description of Procurement

Provisioning of Furniture at FMC.

#### Employer's address:

FMC, Air University Sector E-9, Islamabad.  
Tel No: 051-9153801

Tender shall be quoted in Pak. Rupees. The payment shall be made accordingly.

The tenderer has the financial & technical capability necessary to perform the Contract.

#### Amount of Tender Security @ 2% of the bid value

#### Period of Tender Validity

90 days from the date of opening of tender.

#### (a) Employer's Address for the Purpose of Tender Submission

"Deputy Director Administration Fazaia Medical College Air University, Sector E-9 Islamabad."

#### (b) Name and Identification Number of the Contract

Tender for Contract No. **IBD/FMC/1310/07/PROC**  
Project: Provisioning of Furniture at FMC

#### (c) Warning

DO NOT OPEN BEFORE 10:30 hrs on 27<sup>th</sup> March, 2024

#### Deadline for Submission of Tenders

10:00hrs on 27<sup>th</sup> March, 2024

**SPECIAL STIPULATIONS**  
**(To be signed by the Tenderer)**

<b>S #</b>	<b>Subject</b>	<b>Provision</b>
1.	Amount of Performance Security	The Supplier shall furnish to the Employer within 4 days after receipt of Purchase order, a performance security in the form of pay order / Bank Guarantee for the amount and validity specified in Contract Data.
2.	Time for Completion of Works	45 days from the date of issuance of Purchase order. Which can be extended or reduced according to work order issued to the vendor.
3.	Liquidated Damages	One Tenth of one percent (0.10%) for each day of delay in completion of the works subject to a maximum of 10% of contract price stated in the work order.
4.	Time within payments to be made	<b>FOR:</b> - Within 30 days from the date of the submission of the Bill by the Contractor with acceptance certificate
5.	Percentage and Limit of Retention Money	Five percent (5%) retention money shall be paid according to clause 11.2 of tender documents. And return after 365 days.

**TENDERER:**

**WITNESS:**

Signature

Signature .

Name

In the capacity of CEO or person duly authorized to sign tender on behalf the organization with official Stamp. Address:

Address:



BILL OF  
QUANTITIES

# **PREAMBLE TO SCHEDULE OF PRICES**

## **PREAMBLE TO SCHEDULE OF PRICES**

### **1. General**

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specification.
- 1.2 This is an item rate based contract. Firms can apply for one item or combination of items while ensuring that the price of each item is firm and independent of the price quoted for other item. If vendors quote for multiple items, the financial offers for each item will be evaluated individually for price, and work order will be issued to the lowest bidder against each item. FMC reserves the right to increase / decrease / delete the quantities of the BOQ items on issuance of work order

### **2. Description**

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Summary of Schedule of Prices. References to the relevant sections of the Tender Documents shall be made before entering prices against item in the Schedule of Prices.

### **3. Units & Abbreviations**

- 3.1 Units of measurement, symbols and abbreviations expressed in the Tender Documents shall comply with the System International d' Unites (SI Units).

Numbers (Nos)

### **4. Rates and Prices**

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works 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 Data, the rates and prices entered by the tenderer shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes, transportation and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the tenderer will not be considered for financial evaluation process.

- 4.5 The tenderer shall be deemed to have obtained all information as to and all requirements related thereto which may affect the tender price.
5. The Contractor shall be responsible to make complete arrangements for the transportation and deliver the items at FMC Main Campus.

## **6. Tender Prices**

### **6.1 Break-up of Tender Prices**

The various elements of Tender Prices shall be quoted as detailed by the Employer in the format of Schedule of prices.

The tenderer shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

### **6.2 Total Tender Price**

The total of tender prices in the Schedule of Prices shall be entered in the Summary of Tender Prices.






# SCHEDULE OF TENDER PRICES




## SUMMARY OF TENDER PRICES

**PROVISIONING OF FURNITURE**



**AT**




**FAZAIA MEDICAL COLLEGE  
ISLAMABAD**




<b>Pathology</b>					
Sr #	Item Description / Specifications	Qty	Unit Price	Total Cost PKR	Picture
1.	<p><b>Surgical Iron Trolley</b></p> <p>i. Size = 2 ft width x 3 ft length</p> <p>ii. 19 gage stainless steel with wheels (304 grade 1.02mm thickness).</p> <p>iii. Premium quality rust free 100mm twin wheel plastic casters, with two locking castors.</p> <p>Complete in all respect as per sample.</p>	02			
2.	<p><b>Open shelf iron Almirah</b></p> <p>i. Height = 6ft, length = 5ft, width = 1.5ft</p> <p>Complete in all respect as per sample.</p>	02			
3.	<p><b>8 Step Aluminum Ladder</b></p> <p>i. Height 8.3 Feet With Handle And Folding Platform Light Weight Non Slip Tread Steps Resistant To Rust / Corrosion.</p> <p>Complete in all respect as per sample.</p>	01			
4	<p><b>Wooden Almirah</b></p> <p>i. Height =6 Feet with depth 2 Feet. wooden shelf 1.6 feet</p> <p>Complete in all respect as per sample.</p>	02			
5	<p><b>Office chair</b></p> <p>i. Height "36xwidht20"</p> <p>ii. Green Posish( Complete in all respect as per sample.)</p>	03			
<b>Bio Chemistry</b>					
1	<p><b>Revolving chair</b></p> <p>Mesh back with best quality of hydraulic</p> <p>(As per sample).</p>	01			
2	<p><b>Iron cabinet with drawz</b></p> <p>i. Width "18 x height 24"</p> <p>ii. Height 55"</p> <p>Complete in all respect as per sample</p>	01			

CSL					
Sr #	Item Description / Specifications	Qty	Unit Price	Total Cost PKR	Picture
1.	<p><b>Wooden trolley</b></p> <p>i. Height 30 inch X Length 02 ft X Depth 18 inch Glass door with Lock, Wooden Shelf <b>Complete in all respect as per sample.</b></p>	04			
2	<p><b>Steel Almirah (double door with lock)</b></p> <p>i. Height 06feet X length 07feet X depth 02(1/2) feet Steel Shelf 1(1/2) feet by 1(1/2) total 04 shelf</p>	03			
3	<p><b>Procedure table</b></p> <p>i. Length 5Feet X width 03 feet height 2.5feet, Fiber glass table Steel frame with pipe 1 x 1 gauge 18 white color. Complete in all respect as per sample.</p>	02			
4	<p><b>Computer table</b></p> <p>1. 38 by 24 inch. Top lamination sheet base Wood. Complete in all respect as per sample.</p>	01			
5	<p><b>Rostrum</b></p> <p>i. (length) 1ft 9 inches (Width) 2 feet 1 inches (Heights) 3 feet 10 inches Complete in all respect as per sample.</p>	02			
Anatomy					
1	<p><b>Glass cabinets with wooden top, back and base. Side walls and front doors of glass</b></p> <p>i. (6.5 feet length x 5 feet width x 2.5 feet depth) ii. No shelves iii. Lock &amp; Key. iv. Wheels. v. 02 lights underneath roof of the cupboard Complete in all respect as per sample.</p>	02			
2	<p><b>Glass cabinets with wooden top, back and base. Side walls and front doors of glass</b></p> <p>i. (6.5 feet length x 2.5 feet width x 2.5 feet depth) ii. Lock &amp; Key. iii. Wheels. iv. No shelves v. Light underneath roof of the cupboard vi. Electrical cord and switch Complete in all respect as per sample.</p>	01			



Sr#	Item Description / Specifications	Qty	Unit Price	Total Cost PKR	Picture
3	<p><b>Glass cabinets with wooden top back and base. Side walls and front doors of glass</b></p> <ul style="list-style-type: none"> <li>i. (6ft 6 inches length x 5 feet width x 2.5 feet depth)</li> <li>ii. Lock &amp; Key.</li> <li>iii. Wheels</li> <li>iv. One shelf (length of upper compartment 1 ft 6 inches, length of lower compartment 4 ft)</li> <li>v. 2 Lights underneath roof of the cupboard Electrical cord and switch Complete in all respect as per sample.</li> </ul>	02			
4	<p><b>Hydraulic Stool with soft padded seat of black color rexine and height adjustable</b> Complete in all respect as per sample.</p>	01			
5	<p><b>Stainless steel single wash basin with side table</b> 36inches x 18inches x height 33.5inches with open base without caster (wheels) 5 years Warranty</p> <ul style="list-style-type: none"> <li>• 18 gauge stainless steel flat top with no central drain</li> <li>• Rust resistant</li> <li>• Galvanized steel cross bracing</li> <li>• Aluminum casting at all leg intersections</li> <li>• Leg with adjustable 1" bullet feet</li> </ul> <p>Table corner hemmed to eliminate rough edges</p>	01			

Sr #	Item Description / Specifications	Qty	Unit price pkr	Total Cost Pkr	Picture
7	<p><b>Standard office wooden Almira</b></p> <p>I. Glass doors with wooden frame in upper part and wooden doors in lower part with lock and key in all the compartments.</p> <p>II. 6ft length X 3ft width X 1ft 4 Inches( Complete in all respect as per sample).</p>	02			
8	<p><b>Office Chair (Wooden )</b></p> <p>i. Height "36xwidht20"</p> <p>ii. Green Posish</p> <p>Complete in all respect as per sample.</p>	04			
9	<p><b>Iron locker</b></p> <p>i. 04 drawers with lock and key for each drawer</p> <p>ii. 4ft 5 inches length X 1ft 6 inches width X 1ft</p> <p>Complete in all respect as per sample.</p>	04			
<b>SGD Rooms basement &amp; Examination Hall</b>					
1	<p><b>Examination hall Chairs (Hash Back)</b> (Mod Visitor chairs)</p> <p>Complete in all respect as per sample.</p>	50			
2	<p><b>Exams Desk</b></p> <p>i. width 20 inch x length 30 inch</p> <p>ii. height 30 inch</p> <p>Complete in all respect as per sample.</p>	50			

Sr #	Item Description / Specifications	Qty	Unit price pkr	Total Cost Pkr	Picture
03	<b>Revolving Chairs</b> (Hash Back with best quality of hydraulic) Complete in all respect as per sample.	20			
<b>Assessment Cell</b>					
1	<b>Side Table</b> i. Size: 2' x 2' x 1½' ii. Solid sheesham wood structure -size: 2" x 2" iii. Sheesham veneer board table top. iv. Best quality spray polishing by application of sealer and Lacquer (ICI). v. 5mm plain clear glass on wooden top Complete in all respect as per sample.	2			
<b>Community Medicine Department</b>					
1	<b>Office Chair</b> Blue pohsish high back with good quality of Hydraulic Complete in all respect as per sample.	2			
2	<b>Almirah</b> i. double door with lock ii. Height 08 ft X Length 04 ft X Depth 02 ft iii. Wooden Shelf 2 ft by 2 total 08 shelf wooden Complete in all respect as per sample	1			
3	<b>Wall hanging open cabinet</b> Double press Veneered sheet (ash grain), Ash wood border with glossy polish (36'L x 16'D x 36'H).	1			
4	<b>Notice board</b> Foam board with green /Blue cloth, Ash Wood border with glossy polish (44 L X 36 H)	1			
5	<b>Computer table</b> 38 by 24 inch. Top lamination sheet base Wood. Complete in all respect as per sample.	1			
Sr #	Item Description / Specifications	Qty	Unit price pkr	Total cost Pkr	Picture

6	<b>Executive chair</b> Acacia wood, imported Korean base Complete in all respect as per sample.	1			
7	<b>Office table</b> i. height 30 inch x width 30Inch ii. 2 length 60inch Complete in all respect as per sample.	1			

**NOTE:**

1. This is an item rate-based contract.
2. The bidders may visit the Fazaia Medical College Air University, Islamabad Campus to examine the samples
3. All items are to be prepared in accordance with the samples shown by FMC.
4. The Most Advantageous Bidder would provide their own samples, conforming to FMC samples at the expense of the bidder, prior to issuance of work order
5. Firms can apply for one item or combination of items while ensuring that the price of each item is firm and independent of the price quoted for other item.
6. If vendors quote for multiple items, the financial offers for each item will be evaluated individually for price, and work order will be issued to the Most Advantageous Bidder against each item.
7. Polishing wherever required would contain, Sealer and Lacquer (ICI) applied through spray after first inspection by FMC. Hardware i.e channels, locks and handles etc wherever installed would be best quality. Seasoned Wood as prescribed to be used for making the furniture.
8. The above mentioned prices are inclusive of all applicable taxes and transportation charges, to deliver the items at FMC, Air University, Islamabad Campus.
9. FMC, after acceptance of Most Advantageous bid, reserves the right to issue the work order for any one item or combination of items or in shape of lots.
10. FMC Reserve the right to increase / decrease / the quantities / delete the items mentioned above or any other related item will be order (Price of non BOQ items is as per Mutual understanding). while issuing the work order.
11. Items must come with one-year warranty started from date of issuance of acceptance certificate by the purchase committee.

**Authorized Signature, Name & Official Seal of the bidder:** \_\_\_\_\_

## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### **The Contract**

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specification” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

- 1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 “Party” means either the Employer or the Contractor.

##### **Dates, Times and Periods**

- 1.1.7 “Commencement Date” means the same date when the work order will be issued or any other date agreed between the Parties.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges.

##### **Other Definitions**

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change to the Specification and/or Drawings (if any) which is instructed by the Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## **1.2 Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

## **1.4 Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

## **1.5 Communications**

All Communications related to the Contract shall be in English language.

## **1.6 Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

## **2. THE EMPLOYER**

## **2.1 Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

## **2.2 Engineer/Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

## **2.3 Approvals**

No approval or consent or absence of comment by the Employer shall affect the Contractor's obligations.

## **3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

### **3.1 Authorized Person**

One of the Engineer's/Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the Contract Data, or as otherwise notified by the Engineer/Employer to the Contractor from time to time.

### **3.2 Employer's Representative**

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Employer, the delegated duties and authority before the Commencement of Works.

## **4. THE CONTRACTOR**

### **4.1 General Obligations**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall be responsible for all supervision, labour, transportation, Materials, Plant and Equipment which may be required.

### **4.2 Contractor's Representative**

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

### **4.3 Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

### **4.4 Performance Security**

The Contractor shall furnish to the Employer within **4 days** after receipt of bid acceptance letter, a Performance Security in the form of Bank pay order or Bank Guarantee for the amount and validity specified in Contract Data.



## 6. EMPLOYER'S RISKS

### 6.1 The Employer's Risks

The Employer's Risks are;

- a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works,
- d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material,
- e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- f) Use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
- g) Design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible,
- h) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions for which the Contractor immediately notified to the Employer and accepted by the Employer.

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

**(a) Delivery of Items.** Contractor shall complete the supply items at FMC Main Campus, within delivery period. Delay in delivery would be subjected to penalty given at clause 7.4 of the contract data. Any delay in delivery which is more than 2 weeks from the date of actual delivery may cause cancellation of Purchase Order/contract, forfeiting of Performance Bank Guarantee and purchase of items as suited to Fazaia Medical College Air University on the successful supplier's risk.

## **7.2 Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Employer complete delivery pattern for supply of items in the form stated in the work order.

## **7.3 Extension of Time**

Subject to Sub-Clause 10.3, the Contractor shall be entitled to an extension to the Time for Completion if he is or will be delayed by any of the Employer's Risks subject to the Contractor's notification of intention without un-reasonable delay.

On receipt of an application from the Contractor, the Employer shall consider all supporting details provided by the Contractor and the Employer shall extend the Time for Completion as appropriate.

## **7.4 Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

## **8. TAKING-OVER**

### **8.1 Completion**

The Contractor may notify the Employer when he considers that the Items delivery is completed.

### **8.2 Taking-Over Notice**

The Employer shall notify the Contractor when he considers that the Contractor has completed the delivery stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works are not ready for taking over, stating the reasons accordingly.

The Employer shall take over the items upon the issue of this notice and issue the completion certificate to the supplier.

## **9. REMEDYING DEFECTS**

### **9.1 Remedying Defects**

The Employer may at any time prior to the expiry of the period stated in the Contract Data, notify the supplier of any defects. The supplier shall remedy at no cost to the Employer any defects due to the Contractor's design, descriptions not in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost.

## **10. VARIATIONS AND CLAIMS**

### **10.1 Right to Vary**

The Employer may instruct Variations.

## **10.2 Valuation of Variations**

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
  - (i) At appropriate new rates, as may be agreed or which the Employer considers appropriate, or
  - (ii) If the Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labor and of Materials, used.

## **10.3 Early Warning**

The Contractor shall notify the Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent that the Contractor's failure to notify results to the Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension to the Time for Completion or additional payment shall be reduced/rejected.

## **10.4 Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Employer within 14 days of the occurrence of cause.

## **10.5 Variation and Claim Procedure**

The Contractor shall submit to the Employer an itemized make-up of the value of variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

# **11. CONTRACT PRICE AND PAYMENT**

## **11.1 (a) Terms of Payments**

Payment of the Contract Price shall be made as per provisions in the Contract Data.

## **11.2 Interim Payments**

The Contractor would be allowed to pay against the partial delivery of Items after approval from competent authority, but the total contract value should not be paid in more than two IPCs. Within 7 days of submission of each IPC the employer shall verify it and within Three (7) days the Employer shall pay to the Contractor the sum that the Employer considers is due less retention at the rate stated in the Contract Data if he satisfied from supplied items..

## **11.2 Retention**

Retention shall be paid by the Employer to the Contractor in following manners:-

(a) After 12 months from the date of acceptance of the items but after submission 2% bank guarantee valid for warranty period.

## **11.3 Final Payment**

Within 14 days from the time for payment defined in Sub-Clause 11.4 above, the Contractor shall submit a final account to the Employer to verify and the Employer shall verify the same within seven (7) days and the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

## **11.4 Currency**

Payment shall be in the currency stated in the Contract Data.

## **12. DEFAULT**

### **12.1 Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer / Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 07 days after receipt of the Employer's notice, the Employer may by a second notice given within a further 14 days, terminate the Contract and forfeit the performance security. The Items would be purchased as suited to Fazaia Medical College Air University on the supplier's risk.

### **12.2 Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub- Clause and stating the default. If the default is not remedied within 14 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site.

### **12.3 Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

### **12.4 Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Material delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) If the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of parts of the Works not executed at the date of the termination.
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3 Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to 10% of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

## **13. RISK AND RESPONSIBILITY**

### **13.1 Contractor's Care of the Works**

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform to the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

### **13.2 Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of **84 days**, either Party may then give notice of termination which shall take effect **28 days** after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) The cost of his demobilization,
- c) Less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 Days of the notice of termination.

**14. INSURANCE NOT APPLICABLE**

**15. RESOLUTION OF DISPUTES**

**15.1 Purchase Committee's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the procurement, the matter in dispute shall, in the first place, be referred in writing to the Deputy Director Administration. Such reference shall be state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

**15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Employer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within 14 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

**15.3 Arbitration**

All matters of dispute or difference regarding rejection of stores by the Inspector or cancellation of the contract by the Purchaser, arising out of this agreement between the parties thereto, the settlement of which is not otherwise specially provided for in this agreement, shall be referred to arbitration as under:-

- (i) The settlement of dispute not otherwise specially provided for in the contract, through arbitration clause in the contract shall be referred to the decision of Vice Principal of Fazaia Medical College Air University. His decision shall be final and binding on both the parties.

## CONTRACT DATA

### Sub-Clauses of Conditions of Contract

#### 1.1.4 The Employer means

Vice Principal  
Fazaia Medical College, Air University, Sector E-9 Islamabad

#### 1.1.5 The Contractor means

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**1.1.9 Time for Completion 45 days, can be extended or reduced according to purchase order value issued to the contractor.**

1.2 Place of Delivery  
Fazaia Medical College Air University, Main Campus, Islamabad

#### 1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Contract Data
- (c) Work Order
- (d) Conditions of Contract
- (e) The Schedules to Tender including Schedule of Prices

#### 3.1 Authorized person: Deputy Director Administration

#### 3.2 Name and address of Employer's representative

Evaluation Committee

For Queries Please contact: -  
Office of Administration Fazaia Medical College Air  
University, Sector E-9 Islamabad. Tel: 051-9153801

#### 4.4 Performance security:

Amount	<b>10% of the contracted amount</b>
Validity	<b>After 60 days from the date of completion of contract (Letter of Acceptance)</b>

7.4 One Tenth of one percent (0.10%) for each day of delay in completion of the work subject to a maximum of 10% of contract price stated in the letter of Acceptance.

### 11.1 Terms of Payments

Payment of Contract Price shall be made in the following manners.

**FOR**

- (i) 95% of the cost of delivered items shall be paid after complete installation and testing of equipment, subject to issuance of acceptance certificate by the Purchase Committee.
- (ii) Remaining Five percent (5%) retention money shall be paid in accordance with Clause 11.2 of Conditions of Contract but after submission of 2% Bank Guarantee valid for warranty period.

11.3 **Percentage of retention:** 5%

11.4 **Currency of payment:** Pak. Rupees



# STANDARD FORMS

**FORM OF PERFORMANCE SECURITY**  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_ Executed \_\_\_\_\_ on:

\_\_\_\_\_  
Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Contractor) with address:  
\_\_\_\_\_  
\_\_\_\_\_

Penal Sum of Security (express in words and figures): \_\_\_\_\_

Letter Of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above name, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defects under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contactor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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**Guarantor (Bank)**

Witness:

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

1. Signature \_\_\_\_\_  
2. Name \_\_\_\_\_  
3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address) (Seal)

\_\_\_\_\_  
Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ 2023 between \_\_\_\_\_ (hereafter called the "Employer") Of the one part and \_\_\_\_\_ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesses' 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 Tenderers shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Work order
  - (b) The Tender Document
  - (c) Conditions of Contract & Contract Data
  - (d) The Schedule of Prices (Vol. II)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works 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 Agreement to be executed the day and year first before written in accordance with their respective laws.

The Common Seal of \_\_\_\_\_  
was hereunto affixed in the presence of:  
or

Signed, Sealed and Delivered by the said \_\_\_\_\_ in the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

## FORM OF TENDER

(LETTER OF OFFER)

Tender Reference No.

(Name of Works)

To:

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Gentlemen,

1. Having examined the Tender Documents including Instructions to Tenderers, Tendering Data, Conditions of Contract, Contract Data, Specification, Drawings, if any. Schedule of Prices and Addenda Nos. \_\_\_\_\_ For the execution of the above-named Works, we, the undersigned, offer to execute and complete such works and remedy defects therein in conformity with conditions of contract. Specifications, Drawings, Bill of Quantities and addenda for the sum of Rupees\_\_\_\_ (Rs.\_) or such other sum as may be ascertained in accordance with the said conditions.

2. We understand that all the Appendices/Schedules attached hereto form part of this Tender.

(a) As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Tender Security in the amount of Rs. \_\_\_\_\_drawn in your favor or made payable to you and valid for a period of 90 days beyond the period of validity of Tender.

(b) We undertake, if our Tender is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in **contract data** to tender.

(c) We agree to abide by this Tender for the period of 90 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.

(d) Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

(e) We undertake, if our Tender is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

(f) We understand that you are not bound to accept the lowest or any tender you may receive.

(g) We do hereby declare that the Tender is made without any collusion comparison of figures or arrangement with any other person or persons making a Tender for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ Signature \_\_\_\_\_ in the  
Capacity Of \_\_\_\_\_ Duly authorized to sign tenders for and on behalf of

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(Name of Tenderer in Block Capitals)

Address:

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Witness:

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**Quantitative Evaluation Yardstick for Procurement of Furniture at Fazaia Medical College**  
**Air University, Islamabad**

<b>A. Relevant Experience</b>	<b>Total Points = 30</b>
1. Supply of Furniture completed during last 03 years.	15
2. Ongoing work order for Supply of Furniture.	15

<b>B. Profile of Firm</b>	<b>Total Points = 40</b>
1. Length of experience in relevant field	05
2. Head Office location at Rawalpindi/Islamabad	10
3. FBR sales tax & income tax registered.	10
4. Technical staff with relevant experience	05
5. Enlistment with other organizations (with evidence)	10

<b>C. Services Delivery &amp; Program</b>	<b>Total Points = 10</b>
1. Delivery Method / Work Plan & Ability to meet time frame / Work schedule	10

<b>D. After Sales Service Capability</b>	<b>Total Points = 10</b>
1. Technical Support & Training	05
2. Warranty Certificate	05

<b>E. Financial Capability</b>	<b>Total Points = 10</b>
1. Average working capital for the last 03 years supported by Audited Financial Statements.	05
2. Average annual turnover during last 03 years supported by Tax Returns.	05