



University of Agriculture, Faisalabad

Bidding Documents

For purchase of Medicines through Framework Contract
for the financial year 2017-18

Tender No.168/2017

SPECIAL INSTRUCTIONS

- No cutting, erasing is allowed in the Tender bid.
- Bid offered strictly in accordance with the bid document will only be accepted.
- Only typed bid will be accepted
- Call Deposit Receipt (CDR) will be preferred. In case of any bank instrument other than CDR except Bank Guarantee, the same would be deposited in the University relevant account and in that eventuality, the release of the requisite amount would be made in shape of crossed cheque after deductions of necessary taxes and bank charges

**THIS IS FOR STRICT COMPLIANCE, FAILING WHICH THE
RESPECTIVE BID SHALL STAND CANCELLED**

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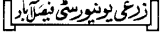
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Section I.

Invitation for Bids



UNIVERSITY OF AGRICULTURE, FAISALABAD
(TENDER NOTICE No.168/2017)



Sealed tenders are invited from Income Tax and Sales Tax Registered Firms on the basis of Single Stage (two envelop procedure) for purchase of Medicines for Students/Staff/Pensioners of the University from Pharmaceutical Manufacturers/Distributors or Large Scale Pharmacies for Medical & Health Centre of the University through Framework Contract for the financial year 2017-18.

Date of Receiving and Opening	24.10.2017	Receiving Time	10:30 a.m.
		Opening Time	11:00 a.m.
		Bid Security	2% of the
			Estimated Cost
		Tender Fee	Rs.500/-

The bidding documents are available in the office of the undersigned and the same may be obtained subject to the payment of the cost of the printing and provision of the document (tender Fee) as mentioned above to be deposited in the University Income Account (No.11-9/NBP, UAF Branch). The bidding documents can also be down loaded free of cost from the UAF website http://uaf.edu.pk/directorates/dpiv/dpiv_tenders.html

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Section II.

Instructions to Bidders

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Instructions to Bidders

A. Introduction

- 1. Source of Funds**

University of Agriculture, Faisalabad.
- 2. Eligible Bidders**
 - 2.1 The invitation for Bids is opened to all supplier having trade relations with Pakistan and registration for National Tax Number & Sales Tax Number with Federal Board of Revenue
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.3 Only Government owned enterprises may participate, only if they are legally allowed.
 - 2.4 bidders shall not be under a declaration of ineligibility in accordance with ITB 36.1&37 by any Government organization. The bidder shall provide affidavit to this effect.
- 3. Eligible Goods and Services**
 - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract will be limited to such goods and services.
 - 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 4. Cost of Bidding**
 - 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the bid date sheet, hereinafter referred to as “the purchaser” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- | | |
|--|--|
| 5. Content of Bidding Documents | <p>5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none">(a) Instructions to Bidders (ITB)(b) Bid Data Sheet(c) General Conditions of Contract (GCC)(d) Special Conditions of Contract (SCC)(e) Schedule of Requirements(f) Technical Specifications(g) Bid Form and Price Schedules(h) Manufacturer's Authorization Form(i) Integrity pact.(j) Mechanism of Blacklisting and Deregistration <p>5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> |
| 6. Clarification of Bidding Documents | <p>6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's address indicated in the Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.</p> |
| 7. Amendment of Bidding Documents | <p>7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.</p> <p>7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.</p> <p>7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the</p> |

submission of bids.

C. Preparation of Bids

- 8. Language of Bid** 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified above, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Constituting the Bid** 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form** 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 10.2 Bidders tendering for engineering goods produced in Pakistan shall be accorded a price preference in rupees up to a specific percentage (in proportion to the value addition) of the lowest quoted landed cost of an item of foreign origin with similar specifications as mentioned in the tenders:
- (1) Provided that-
 - (a) The saving in foreign exchange is not less than the amount of price preference; and
 - (b) It is ensured that in each case of such preference, the total import requirements for producing the supplies tendered for locally manufactured items has been duly indicated by the bidders.
 - (2) Price preference shall be allowed as under:-

- (a) Having minimum of twenty percent value addition through indigenous manufacturing price preference shall fifteen percent;
 - (b) Having over twenty percent and up to thirty percent value addition through indigenous manufacturing, price preference shall be twenty percent, and
 - (c) Having over thirty percent value addition through indigenous manufacturing, price preference shall be twenty five percent.
- (3) For the purpose of granting a margin of domestic preference bids will be classified into following groups.

Group.A. Bids offering engineering goods produced in Pakistan.

Group.B. Bids offering good of foreign origin to be imported by the purchaser through the supplier's Local (Pakistan) Agent.

Group.C. Bids offering good of foreign origin to be imported by the purchaser directly.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner or specified otherwise in the Bid Data Sheet:-

a). for goods offered from within Pakistan;

the price shall be quoted on FOR UAF basis. (FOR means the price of goods quoted by the bidder shall be inclusive of all costs, expenses, charges, duties and taxes etc. whatsoever incidental to their delivery, installation and commissioning as the case may be at UAF site).

b) for goods offered from abroad by the LOCAL AGENT:

the price shall be quoted Cost and Freight (CFR), Carriage Paid to (Duty Paid) (CPT) Karachi seaport or Lahore/Faisalabad airport Pakistan, as the case may be. The bidder shall also add all cost expenses, charges, duties and taxes etc. whatsoever expect customs, incidental to

delivery installation/commissioning of goods from the port of destination to UAF site. The bidder, in quoting the price, shall be free to use transportation in abroad except transit and means of transport through/of Israel. The LC at sight, as on Usance basis and Advance Payment will be governed as per following:-

- i. **If LC at sight** then the bidder shall provide Performa Invoice from the Principal within 5 days with 100% performance guarantee of the value of the shipment in shape of CDR in favor of Director (DPIC) to initiate the LC with the condition that all the charges including insurance, LC and clearance charges (inside/outside Pakistan) as indicated above, will be borne by firm. CDR of the firm as 100% amount of the equipment will be released after satisfactory receipt installation / commissioning / inspection of the respective equipment.
 - ii. **If LC on usance basis** then the bidder shall provide Performa Invoice from the Principal within 5 days to initiate the LC on usance basis (payment will be made within 90 days and 60 days from the date of issuance of Bill of Lading and Airway bill respectively. However, in case of any unforeseen unavoidable circumstances it may fluctuate to the extent of 10 days at both ends with the permission of the Director, DPIC) with the condition that the insurance, LC and clearance charges (inside/outside Pakistan all charges) will be borne by firm.
 - iii. **If advance payment** required by Principal /Manufacturer then local bidder will provide the Performa Invoice of the Principal within 5 days with 100% performance guarantee of the value of the shipment in shape of CDR in favor of Director (DPIC) with the condition that all (inside/outside Pakistan charges) insurance, bank and clearance charges will be borne by firm. However, amount will be transferred to the Principal/Manufacturer as per regulations of the State Bank of Pakistan.
- 11.3 The terms CFR, CPT, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris or otherwise specified in the Bid Data Sheet and SCC
- 11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any

account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

**12. Bid
Currencies**

12.1 Prices shall be quoted in the following currencies:

- (a) For goods and services that the Bidder will supply from within the Purchaser Country, the prices shall be quoted in Pak Rupees, unless otherwise specified in the **Bid Data Sheet**.
- (b) For goods and services that the Bidder will supply from outside the Purchaser Country, the prices shall be quoted in any currency. However the payment will only be made by the purchaser in pak rupees in case of ITB clause 11.2 (b) and SCC.

**13. Documents
Establishing
Bidder's
Eligibility
and
Qualification**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser Country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the Purchaser Country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the

Bid Data Sheet.

- 14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet**, following commencement of the use of the goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 15. Bid Security**
- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security @ 2% of the Estimated Cost or in the amount specified otherwise in the **Bid Data Sheet**.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

(a) Call deposit receipt (CDR).

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

(a) if a Bidder:

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or

(ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 34; or

(ii) to furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the deadline date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

17. Format and Signing of

17.1 The Bidder shall prepare an original bid indicated in the **Bid Data Sheet**, clearly marking each "TECHNICAL BID" and

Bid “FINANCIAL BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original bid shall be typed and signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the Technical and Financial Bid in separate envelopes, duly marking the envelopes as “TECHNICAL” and “FINANCIAL.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the **Bid Data Sheet**; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) not later than the time and date specified in the **Bid Data Sheet**.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in

accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 20. Late Bids** 20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
- 21. Modification and Withdrawal of Bids** 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

- 22. Opening of Bids by the Purchaser** 22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the

**25. Conversion
to Single
Currency**

25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

- (a) Purchaser Country at the selling exchange rate established for similar transactions by the State Bank of Pakistan and National Bank of Pakistan or specified otherwise;

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation is Pak Rupees to be converted as per rate of the bank shown in ITB 25.1 (a) on the date of opening of the financial bid or specified otherwise in the **Bid Data Sheet**.

(g) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or the Technical Specifications.

26.4. Delivery Schedule.

As mentioned in Bid Data Sheet.

- (iii) Back out from their offers after opening of tender;
- (iv) Misbehave with the University employee;

37.2 The bidder shall provide affidavit that the firm was not declared blacklisted or deregistered by any of the Federal and Provincial Government institution.

Section III.

Bid Data Sheet

Section IV.

General Conditions of Contract

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Special Conditions of Contract

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C. Court Jurisdiction

Only the Courts at Faisalabad shall have exclusive jurisdiction to adjudicate upon any “lis” brought by either of the parties in relation to the contract.’

8. Applicable Law (GCC Clause 31)

GCC 31.1—UAF Procurement Rules 2014 and Laws governing in Pakistan

9. Notices (GCC Clause 32)

GCC 32.1: The Supplier shall provide address for notice purposes:

10. Taxes and Duties (GCC Clause 33)**11. Stamp Act**

In accordance with the Stamp Act 1899 amended from time to time, the contractor shall require to affix stamp duty @ 25 paisa per hundred rupees on the value of the contract.

Section VI.

Schedule of Requirements

INSULIN

Sr. No	Generic name/Category	Estimated Qty	Estimated Cost
1	Ins. Mistard Penfil	2750	556434
2	Ins. Humulin 70/30	1200	550800
3	Ins. Mixtard Vial 10ml	700	289170
4	Ins. Novomix 50x5	50	164900
5	Inj. Actraphid	60	27976
6	Inj. Lantus 10ml Vial	60	15300
7	Inj. Humulog 50/50 50x5	50	115500
8	Inj. Humulog 25/75 50x5	50	115500
9	Inj. Lantus Solostar	20	75800
10	Inj. Levomer 25x5	25	90675

Section VII.

Technical Specifications

98	Fixomul
99	Inj. Anti tetanus Vaccine 0.5ml
100	Tab. Propranolol

INSULIN

Sr. No	Generic name/Category
1	Ins. Mistard Penfil
2	Ins. Humulin 70/30
3	Ins. Mixtard Vial 10ml
4	Ins. Novomix 50x5
5	Inj. Actraphid
6	Inj. Lantus 10ml Vial
7	Inj. Humulog 50/50 50x5
8	Inj. Humulog 25/75 50x5
9	Inj. Lantus Solostar
10	Inj. Levomer 25x5

Section VIII.

Sample Forms

Sample Forms

1.	Bid Form and Price Schedules	59,60
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2. Prior Notice for arbitration: If the supplier intends to go for arbitration, he shall have to give 30 days notice in writing informing the purchaser of his intention to refer to the points of differences or dispute of arbitration. He shall have to define clearly the point of difference and or dispute in his notice.

on behalf of the University of Agriculture, Faisalabad	on behalf of the Firm
TREASURER	PROPRIETER
Witnesses: _____	Witnesses: _____
Name: _____	Name: _____
Address: _____	Address: _____