

BIDDING DOCUMENT

Single Stage One Envelope Procedure (Frame Work Contract Basis)

PROCUREMENT OF PAPERS, STATIONARY & GENERAL CONSUMABLE ITEMS

(Ref. No: DUHS/DP/2023/225)

N.I.T No: DUHS/DP/2023/224-226 Dated: 18-January-2023

	TABLE OF CONTENTS					
Α.	INSTRUCTIONS TO BIDDERS (ITB)	2				
1.	INTRODUCTION	2				
2.	THE BIDDING PROCEDURE	3				
3.	THE BIDDING DOCUMENTS	3				
4.	PREPARATION OF BIDS	4				
5.	SUBMISSION OF BIDS	7				
6.	OPENING AND EVALUATION OF BIDS	8				
7.	AWARD OF CONTRACT	12				
В.	INVITATION FOR BIDS (IFB)	14				
С.	BID DATA SHEET	15				
D.	SCHEDULE OF REQUIREMENTS	17				
E.	GENERAL CONDITIONS OF CONTRACT (GCC)	18				
1.	DEFINITIONS	18				
2.	APPLICATION	18				
3.	STANDARDS	18				
4.	USE OF CONTRACT DOCUMENTS AND INFORMATION	18				
5.	PATENT RIGHTS	19				
6.	ENSURING STORAGE ARRANGEMENTS	19				
7.	INSPECTIONS, TESTS AND TRAINING	19				
8.	DELIVERY AND DOCUMENTS	19				
9. 10.	INSURANCE TRANSPORTATION	<u>19</u> 20				
10.	INCIDENTAL SERVICES	20				
11.	WARRANTY / GUARANTEE	20				
12.	PAYMENT	20				
13.	ASSIGNMENT	20				
15.	DELAYS IN THE BIDDER'S PERFORMANCE	20				
16.	PENALTIES/ LIQUIDATED DAMAGES	20				
17.	TERMINATION FOR DEFAULT	21				
18.	FORCE MAJEURE	21				
10.		21				
20.	ARBITRATION AND RESOLUTION OF DISPUTES	22				
21	PACKING	22				
22.	GOVERNING LANGUAGE	22				
23.	APPLICABLE LAW	22				
24.	TAXES AND DUTIES	22				
F:	SPECIAL CONDITIONS OF CONTRACT (SCC)	23				
G:	TECHNICAL SPECIFICATIONS	27				
H:	SAMPLE FORMS	31				
1.	PERFORMANCE GUARANTEE/SECURITY FORM	31				
2.	MANUFACTURER'S AUTHORIZATION FORM	32				
3.	CONTRACT FORM	33				
l:	BID FORM & PRICE SCHEDULE	34				
1.	BID FORM	34				
2.	PRICE SCHEDULES	35				

A: Instructions to Bidders. (ITB)

INTRODUCTION

1. SOURCE OF FUND

1.1 The Dow University of Health Sciences, Karachi has allocated the funds for the eligible payments under the contract for which these bidding documents are issued.

2. ELIGIBLE BIDDERS

- 2.1. This Invitation for Bids is open to all original Manufacturers, within Pakistan and abroad / Importers / Bidders / Distributors.
- 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 University 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. Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Federal Govt. or Provincial Govt.
- 2.4. Bidder intends to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV) or Consortium shall not be eligible, unless otherwise specified in the Bid Data Sheet.
- 2.5. Bidder should not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization in accordance with **clause 36**.

3. ELIGIBLE GOODS

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For this purpose, the term "Goods" includes any Goods that are the subject of this Invitation for Bids and the term "Services" shall include related services such as transportation, insurance etc. **The "Origin" means the place where the** "goods" are mined, grown, or produced, or the place from which the <u>"related services"</u> are supplied. Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.2 Goods of current production / model / series, suitable for Pakistani conditions and standards.

THE BIDDING PROCEDURE

- 4. Single stage one envelope procedure
 - 4.1 Bids shall be accepted under the single stage one envelope procedure defined in the SPP Rules 2010 (Amended till date) at Clause 46(1).
 - 4.2 The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.
 - 4.3 The Bids shall be evaluated in accordance with the specified evaluation criteria.

THE BIDDING DOCUMENTS

5. CONTENTS OF BIDDING DOCUMENTS

5.1 The Bidding Documents:

In addition to the Invitation for Bids (IFB) / Tender Notice, the bidding documents include:

- i. Instructions to Bidders (ITB);
- ii. General Conditions of Contract (GCC);
- iii. Special Conditions of Contract (SCC);
- iv. Schedule of Requirements;
- v. Technical Specifications;
- vi. Contract Form;
- vii. Manufacturer's Authorization Form;
- viii. Performance Guarantee Form;
- ix. Bid Form; and
- x. Price Schedule.
- 5.2 In case of discrepancies between the Invitation for Bids (IFB) and the Bidding Documents, the Bidding Documents shall take precedence.
- 5.3 The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.

6. AMENDMENT OF BIDDING DOCUMENTS

- 6.1 At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
- 6.2 All prospective bidders that have received the bidding documents will be notified the amendment(s) in writing or by cable which will be binding on them.
- 6.3 In order to allow prospective bidders reasonable time to take the amendment(s) into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submission of the bids.

PREPARATION OF BIDS

7. LANGUAGE OF BID

7.1 Preparation of Bids

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

8. DOCUMENTS COMPRISING THE BID

- 8.1 The bid prepared by the Bidder shall comprise the following:
 - (a) Bid Form;
 - (b) Price Schedule;
 - (c) Documentary evidence to the effect that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
 - (d) Documentary evidence to the effect that the goods to be supplied by the Bidder are eligible goods as defined in clause-3 and conform to the bidding documents; and
 - (e) Bid Security.

9. **BID PRICES**

- 9.1 The prices and discounts quoted by the Bidder in the Bid Form and in the Price Schedules shall conform to the requirements specified below.
- 9.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.
- 9.3 The price to be quoted in the Bid Form shall be the total price of the Bid excluding any discounts offered.
- 9.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form.
- 9.5 Bidder if desire to offer any good on Free of Cost (FoC) basis, or as a Donation or as a Special Discount, he may clearly indicate so in the Bid Form and Price Schedule.
- 9.6 Prices proposed in the Price Schedule Forms for Goods, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Procuring Agency's right to contract on any of the terms offered:
 - (a) Price Schedule For Goods offered from within the Procuring Agency's country:
 - (i) the unit price of the goods quoted on DDP basis, including all customs duties and sales and other taxes already paid or payable on the

components and raw material used in the manufacture or assembly of goods, or on the previously imported goods of foreign origin;

- (ii) If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes during the contract period shall be passed on to the Procuring Agency; and
- (iii) the total price for the item.
- (b) Price Schedule For Goods offered from outside the Procuring Agency's country:
 - (i) the unit price of the goods quoted C&F basis (Karachi Port), in the Procuring Agency's country;
 - (ii) the total price for the item.
- 9.7 Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 9.8 If it is proved during the contract period that Bidder has supplied the contracted goods to any other purchasing agency in Pakistan at the prices lower then the contracted prices, the balance amount will be deducted from the bill and / or security deposit of the contractor.

10. BID CURRENCIES

- 10.1 Prices shall be quoted in Pakistani Rupees for goods offered within the Procuring Agency's country (DDP Basis).
- 10.2 Price shall be quoted in foreign currency for goods offered outside the Procuring Agency's country (C&F Basis).

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 11.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency'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 Procuring Agency's 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 Procuring Agency's 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 Bidder'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 evaluation & qualification criteria of bidding document.

12. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

- 12.1 Pursuant to ITB Clause 8, 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.
- 12.2 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.
- 12.3 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; and
 - (b) an item-by-item commentary on the Procuring Agency'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.
- 12.4 For purposes of the commentary to be furnished pursuant to ITB Clause 12.3(b) 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 Procuring Agency 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 Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. BID SECURITY

- 13.1 The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the Bid Data Sheet and SCC. Unsuccessful bidders' Bid Security will be returned soon after approval of the successful Bidder. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the Performance Security bond, duly guaranteed by a scheduled bank.
- 13.2 The Bid Security shall remain valid for a period of 28 days beyond the bid validity period.
- 13.2 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.3 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity; or
 - (b) in the case of a successful Bidder, the Bidder fails:
 - (i) to sign the Contract; or

(ii) to complete the supplies in accordance with the General Conditions of Contract.

14. BID VALIDITY

- 14.1 Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 14.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

14.3 <u>The Procuring Agency will sign a Frame Work Contract with lowest</u> <u>evaluated responsive bidder(s), which will be valid for 12 Months extendable</u> <u>with mutual consent on satisfactory performance of bidder.</u>

15. ALTERNATIVE BIDS

15.1 Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt and prescribed Bid Security for each alternate offer in case they want to submit alternate offer for any item. All the bids with alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security are supposed to be rejected.

SUBMISSION OF BIDS

16. SEALING AND MARKING OF BIDS

- 16.1 The Bidder shall submit an original and one copy of the bid as indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 16.2 The envelopes shall:
 - (a) Bear the name and address of the Bidder;
 - (b) Bear the specific identification Name and Number of this bidding process indicated in the Bid Data Sheet; and
 - (c) bear the Procuring Agency's name and address i.e. Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi and a statement: "DO NOT OPEN BEFORE," the time and date specified in the Bid Data Sheet.
- 16.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

17. DEADLINE FOR SUBMISSION OF BIDS

- 17.1 Bids must be submitted by the bidders and received by the Procuring Agency at the specified address not later than the time and date specified in the Bid Data Sheet.
- 17.2 The Procuring Agency may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. LATE BID

18.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall not be entertained and returned unopened to the bidder.

19. WITHDRAWAL OF BIDS

19.1 The Bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.

OPENING AND EVALUATION OF BIDS

20. OPENING OF BIDS BY THE PROCURING AGENCY

- 20.1 The Procuring Agency will open the bids in the presence of Bidders or their representatives who choose to be present at the time of bid opening on the date, time and place specified in the Bid Data Sheet. The bidders or their representatives who are present shall sign the Attendance Sheet evidencing their attendance.
- 20.2 The bidders' names, item(s) for which they quoted their rate(s) and bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, may consider appropriate, will be announced on the prescribed date, time and venue,
- 20.3 Any financial bid found without the prescribed bid security shall be straightaway rejected.

21. CLARIFICATION OF BIDS

21.1 During the process of evaluation of the bids, the Procuring Agency may ask a Bidder for any clarifications of its bid. The request for such clarifications and the response shall be in writing. However, no change in the quoted price or substance of the bid shall be sought, offered, or permitted.

22. PRELIMINARY EXAMINATION

22.1 The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made; whether the required sureties have been furnished; whether the documents have been properly signed and linked, and whether the bids are generally in order.

- 22.2 Arithmetical errors in a financial bid will be rectified in the following manner:
 - (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - (ii) If there is a discrepancy between words and figures, the amount in words will prevail.
 - (iii) If the Bidder does not accept the correction of the errors, its bid will be rejected.
- 22.3 The Procurement Committee may waive any minor infirmity, non-conformity, or discrepancy in a bid if in their view, it does not constitute some material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4 If a bid is found substantially non-responsive, it will be rejected by the Procuring Agency. It cannot subsequently be made responsive by the Bidder by correction of the nonconformity / discrepancy.

23. EVALUATION AND COMPARISON OF BIDS

- 23.1 Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 23.2 Procuring Agency's evaluation of a bid will be on delivered duty paid (DDP) basis inclusive of prevailing duties/taxes/levies and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 23.3 The bids will be evaluated on the basis of prescribed Qualification and Evaluation Criteria given in this bidding document. However, Financial Bids will be evaluated on the basis of prices inclusive of prevailing taxes and duties and Bid Security being major factor, without ignoring the other relevant conditions as well.

S#	Qualification Criteria	Requirement
1.	Original Tender Purchase Receipt / Pay Order of Tender Fee	Mandatory
2.	Technical Bid / Proposal on Bidder's Letterhead duly signed and stamped.	Mandatory
3.	Responsiveness to the technical specifications of the goods.	Mandatory
4.	Bid Security of required amount and in prescribed shape	Mandatory
5.	Bid Form on Bidder's Letterhead duly signed and stamped.	Mandatory
6.	Price Schedule(s) on Bidder's Letterhead duly signed and stamped.	Mandatory
7.	Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of terms & conditions	Mandatory

24. QUALIFICATION CRITERIA

S#	Qualification Criteria	Requirement
8.	Compliance to payment terms and conditions	Mandatory
9.	Valid General Sales Tax AND Income Tax Registration with Active Tax Payer Status on FBR website (<i>for supply of goods</i>)	Mandatory
10.	Professional Tax Certificate	Mandatory
11.	 Affidavit on stamp paper of Rs. 100/- duly notarized to the effect that: i. The bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government. ii. Any director or owner of the bidding company is not awarded any punishment from any Court of Law. iii. Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited. 	Mandatory
12.	Minimum two (2) Satisfactory Performance Certificate(s) issued during last 3 years by any Public Sector (Provincial / Federal / Local) or any Large Private Sector Organization in Pakistan for supplying the similar nature goods.	Mandatory
13.	Average annual turnover in preceding 3 years should not be less than Rs. 2.5 million demonstrated through income tax returns / bank statement / original bank certificate.	Mandatory
14.	Sample of Quoted Items	Mandatory

25. EVALUATION CRITERIA

25.1 Technical Evaluation of Bids:

- a) The bids disqualified / not responsive to the **Mandatory Qualification Criteria** provided at ITB Clause 24 shall not be eligible for further Evaluation.
- b) Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms shall be treated as rejected / non-responsive.
- c) The Bids shall be evaluated on itemized basis.
- d) Evaluation shall be based on the record / documentary evidence submitted by the bidder.
- e) Bids should be responsive to the technical specifications of the goods. Goods compliant with minor deviation shall also be considered subject to main utility / function is not effect.
- f) Goods shall be evaluated as per the given Catalogue / Brochures / technical data sheet (having complete technical specifications of the offered good) or sample furnished by the bidder for physical verification / technical

evaluation, if technical data / brochure / literature of the product was not available.

25.2 Financial Evaluation of Bids:

- a) Financial bids of the technically responsive / qualified bidders shall be considered only.
- b) Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- c) Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder.
- d) The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender.

26. CONTACTING THE PROCURING AGENCY

- 26.1 No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Agency, it may do so in writing.
- 26.2 Any direct or indirect effort by a bidding firm to influence the Procuring Agency during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Procuring Agency's future tenders.

27. **REJECTION OF BIDS**

27.1 Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.

28. **RE-BIDDING**

28.1 If the Procuring Agency has rejected all bids, it may move for a re-bidding or may seek any alternative method of procurement under the provisions of the Public Procurement Rules, 2010 (amended till date).

29. ANNOUNCEMENT OF EVALUATION REPORT

29.1 The Procuring Agency will announce the Evaluation Report and the resultant acceptance or rejection of bids at least seven days prior to the award of procurement contract.

AWARD OF CONTRACT

30. ACCEPTANCE OF BID AND AWARD CRITERIA

30.1 The bidder with lowest evaluated bid under clause 23, 24 & 25, if not in conflict with any other law, rules, regulations or policy of the Government, will be awarded the contract within the original or extended period of bid validity.

31. PROCURING AGENCY'S RIGHT TO VERY QUANTITIES

31.1 The Procuring Agency reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

32. LIMITATIONS ON NEGOTIATIONS

- 32.1 The Procuring Agency reserves the right to hold negotiation of rates, delivery schedule or completion schedule for all the items or any item.
- 32.2 Negotiations will not be used to change substantially:
 - i. the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
 - ii. the terms and conditions of the Contract and;
 - iii. anything affecting the crucial or deciding factors in the evaluation of the proposals / tenders and / or selection of successful bidder.

33. NOTIFICATION OF AWARD

33.1 Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the Procuring Agency.

34. SIGNING OF CONTRACT

- 34.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency will send the bidder Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.
- 34.2 Ten days after the official announcement of the award, both the successful Bidder and the Procuring Agency will sign and date the Contract on legal stamp paper valuing 0.35% of the value of contract. The Procuring Agency will issue Purchase Order as soon as the Contract is signed. In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in

any future bidding of Procuring Agency for a period up to five Years. In such a situation, the Procuring Agency may make the award to the next lowest evaluated bidder or move for re-tender.

35. PERFORMANCE SECURITY

- 35.1 One day before the date of signing of the Contract, the successful Bidder shall furnish Performance Security in line with the Performance Security Form provided with the bidding documents. Upon submission of Performance Security the Bid Security will be returned to the Bidder. The amount of Performance Security is specified at Clause 3 in the Special Condition of Contract.
- 35.2 Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated Bidder at the risk and cost of the former.

36. CORRUPT OR FRAUDULENT PRACTICES

- 36.1 (a) the Procuring Agency and the Bidders / Manufacturers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms / phrases as may apply are defined below:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
 - (b) the Procuring Agency will take all possible administrative / legal measures if it is found that the Bidder recommended for award was / is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Procuring Agency.
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract.

B: NOTICE INVITING TENDER (NIT) No. DUHS/DP/2023/224-226 Dated: 18 January 2023

Dow University of Health Sciences (DUHS), Karachi invites sealed bids for the interested bidders, having registration with Federal Board of Revenue (FBR) for Income Tax and Sales Tax for the procurement of following bids.

Name of Bid	Bidding Procedure	Reference No.
Procurement of Portable Echocardiography for	Single Stage – Two	DUHS/DP/2023/224
Cardiology Department at Dow University Hospital,	Envelops	
Karachi (DDP/CNF Basis)		
Procurement of Papers, Stationary & General	Single Stage –One	DUHS/DP/2023/225
Consumable Items (Framework Contract on DDP	Envelop	
Basis)		
Procurement of Printing Materials (Framework	Single Stage – One	DUHS/DP/2023/226
Contract on DDP Basis)	Envelop	

Tender Fee	Rs. 2,000/- (Rupees two thousand only)
Bid Security	2% of the total bid value
Purchasing Date & Time	From the date of publishing upto 06 February
Bids Delivery Date & Time	Upto 07 February 2023 at 11:30 a.m.
Bid Opening Date & Time	Upto 07 February 2023 at 12:00 Noon.

Bidding Document containing detailed terms & conditions can be obtained against pay Order / Demand Draft of Rs. 2,000/- (non-refundable) being tender fee in favor of Dow University of Health Sciences during office hours. No tender shall be sold on the date of opening of bid. Tender Notice and bidding documents are also available on the websites of Dow University of Health Sciences (www.duhs.edu.pk) and Sindh Public Procurement Regulatory Authority (www.ppms.pprasindh.gov.pk), in this situation, bidder is required to enclose Pay Order / Demand Draft / CDR of tender fee (Rs. 2000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing date. DUHS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on the both websites, DUHS will not be responsible of any confusion or misunderstanding in this regard. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time and venue.

The Bidder shall submit an original and one copy of the bid in separate sealed envelopes, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate.

The Dow University of Health Sciences, Karachi (DUHS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended till date).

Address for Purchasing of bidding documents, submission and opening of bids:

Office of the Manger Supply Chain, Procurement Directorate at Library Block, Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.

Phone No: +92-21-38771111 (Ext. 4434), Email: mohsin.memon@duhs.edu.pk

C: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

INTRODUCTION

- **ITB 1.1** Name of Procuring Agency: Dow University of Health Sciences, Karachi
- ITB 1.1Name of Contract: Procurement of Papers, Stationary & General Consumable
Items
N.I.T No: DUHS/DP/2023/224-226 Dated: 18 January 2023.
(Reference No: DUHS/DP/2023/225)

THE BIDDING PROCEDURE

ITB 4.1 Bids shall be accepted under the single stage one envelope procedure defined in the SPP Rules 2010 (amended till date) at Clause 46(1).

PREPARATION OF BIDS

- **ITB 7.1** Language of the bid shall be English
- **ITB 9.6** For the Goods offered within the Procuring Agency's Country: the price quoted shall be on delivered duty paid (DDP) Basis at Consignee's End.

The Procuring Agency (DUHS) is a Non-Profit organization (NPO), hence rates shall be quoted excluding GST.

- **ITB 10.1** For the Goods offered within the Procuring Agency's Country: the price quoted shall be in Pak Rupees.
- **ITB 13.1** The Bid Security shall not be less than **2%** of the total Bid price in Pak Rupees.
- **ITB 14.1** Bid validity period shall be **90 days**.

ITB 14.3 <u>Procuring Agency will sign a Frame Work Contract with lowest evaluated</u> responsive bidders, which will be valid for 12 Months extendable with mutual consent on satisfactory performance of bidder.

ITB 15.1 Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt and prescribed Bid Security for each alternate offer in case they want to submit alternate offer for any item. All the bids with alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security are supposed to be rejected.

SUBMISSION OF BIDS

- **ITB 16.1** The Bidder shall submit an original and one copy of the bid, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate.
- ITB 16.2 (b) The identification of this bidding process is:
 Procurement of Papers, Stationary & General Consumable Items
 N.I.T No: DUHS/DP/2023/224-226 Dated: 18 January 2023. (Reference No: DUHS/DP/2023/225)
- **ITB 16.2 (c)** Dow University of Health Sciences (Ojha Campus), Procurement Directorate, Digital Library Building, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
- ITB 17.1 Deadline for bid submission: 07th February 2023 at 11:30 a.m.

OPENING & EVALUATION OF BIDS

ITB 20.1 The bid opening shall take place at:
 Office of the Manger Supply Chain, Procurement Directorate at Library Block,
 Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main
 University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.

Date: 07th February 2023. Time: 12:00 Noon.

ITB 24.5 A margin of preference shall be applicable.

CONTRACT AWARD

ITB 31.1 Quantity of the required items could be increased or decreased during the contract period (including extended period) according to the actual requirement.

D: Schedule of Requirements

For Goods supplied from within the Procuring Agency's country on DDP Basis:

S#	Description of Goods Qty.		Description of Goods Qty. Required Delivery Schedule	
01.	As per the details of items atta Section G – Technical Specif		Delivery & Installation (if any) within 15 days or earlier from the date of receipt of confirm purchase order	Ojha Campus of Dow University of Health Sciences, Karachi (DUHS)

1. **DEFINITIONS**

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Procuring Agency and the Bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
 - (c) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.
 - (d) "The Services" means those services ancillary to the supply of the above goods, such as printing of special instructions on the label and packing, design and logo of the Procuring Agency, transportation of goods up to the desired destinations and other such obligations of the Bidder covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Procuring Agency" means the Dow University of Health Sciences, Karachi.
 - (h) "The Bidder" means the individual or firm supplying the goods under this Contract.
 - (i) "Day" means official working day excluding national holidays.

2. APPLICATION

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

3. STANDARDS

3.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Bidder shall not without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Procuring Agency

in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be' necessary, to such performance and not further or otherwise.

- 4.2 Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
- 4.3 The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.

5. **PATENT RIGHTS**

5.1 The Bidder shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

6. ENSURING STORAGE ARRANGEMENTS

6.1 To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency at least two weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the time of supply, the Procuring Agency shall, seven days prior to such a situation, inform the Bidder, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Bidder abides by the given time frame, he will not be penalized for delay.

7. INSPECTIONS AND TESTS

- 7.1 The Procuring Agency or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications at the cost payable by the Bidder.
- 7.2 The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Procuring Agency's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.

8. **DELIVERY AND DOCUMENTS**

8.1 The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Bidder are specified in SCC.

9. INSURANCE

9.1 The goods supplied under the Contract shall be delivered to the Procuring Agency after the payment of all taxes and customs duty, cess, octroi charges etc. Risk will be transferred to the Procuring Agency only after the delivery of these goods has been made to the Procuring Agency. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.

10. TRANSPORTATION

- 10.1 The Bidder shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination as indicated in the Schedule of Requirements.
- 10.2 The goods shall be supplied on "**DDP** (**FOR**)" basis at the Dow University of Health Sciences, Karachi as per Schedule of Requirements on the risk and cost of the Bidder. Transportation including loading/unloading of goods shall be the responsibility of Bidder.

11. INCIDENTAL SERVICES

11.1 The Bidder will be required to provide to the Procuring Agency incidental services the cost of which should be included in the total bid price.

12. WARRANTY

- 12.1 The goods shall be accompanied by a manufacturer standard warranty / Shelf Life.
- 12.2 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

13. PAYMENT

13.1 The method and conditions of payment to be made to the Bidder under this Contract are specified in SCC.

14. ASSIGNMENT

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

15. DELAYS IN THE BIDDER'S PERFORMANCE

- 15.1 Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements / Contract Award.
- 15 2 If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.
- 15.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

16. PENALTIES LIQUIDATED DAMAGES

16.1 In case of late delivery, even for reasons beyond control, penalty as specified in SCC will be imposed upon the Bidder / Manufacturer. The Procuring Agency may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.

17. TERMINATION FOR DEFAULT

- 17.1 The Procuring Agency may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Bidder, terminate this Contract in whole or in part if:
 - (a) the Bidder fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency;
 - (b) the Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Procuring Agency; and
 - (c) the Bidder, in the judgment of the Procuring Agency, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

18. FORCE MAJEURE

The Bidder shall not be liable for forfeiture of its Performance Guaranty/ Bid 18.1 Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to malplanning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable' alternative means for performance not prevented by the Force Majeure event.

19. TERMINATION FOR INSOLVENCY

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

20. ARBITRATION AND RESOLUTION OF DISPUTES

- 20.1 The Procuring Agency and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 20.3 In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

21. PACKING

- 21.1 The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

22. GOVERNING LANGUAGE

22.1 The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

23. APPLICABLE LAW

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

24. TAXES AND DUTIES

24.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency in case of Delivered Duty paid (DDP) basis.

F: Special Conditions of Contract (SCC)

1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Procuring Agency is the Dow University of Health Sciences, Karachi.

GCC 1.1 (h) The Bidder is:

(name and address of the successful bidder)

2. BID SECURITY (ITB CLAUSE 13)

ITB 13.1 The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security in Pak Rupees @ 2% of the total bid value In the shape of Bank Draft / Pay Order / Call Deposit / Bank Guarantee in the name of the Dow University of Health Sciences, Karachi. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance Security equal to 5% of the Contract amount that will remain with the Dow University of Health Sciences, Karachi till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.

3. PERFORMANCE GUARANTEE/SECURITY (ITB CLAUSE 33)

ITB Clause 34.1 After signing of Contract, the successful Bidder shall furnish the Performance Security equivalent to 5% of the total Contract amount from any of the scheduled banks. The Performance Guarantee/Security Form is provided in the bidding documents. Upon submission of Performance Security / Guarantee the Bid Security would be returned to the Bidder.

4. INSPECTIONS AND TESTS (GCC CLAUSE 7)

GCC 7.1 & 7.2 The goods received in the Dow University of Health Services, Karachi from the Bidder will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the tender documents and which have been approved by the Procurement Committee for procurement. The Committee will submit its inspection report, any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost.

5. DELIVERY AND DOCUMENTS (GCC CLAUSE 8)

GCC Clause 8.1 (a) For Goods from within the Procuring Agency's country:

The Bidder shall provide the following documents at the time of delivery of goods to the Store / Warehouse of the Dow University of Health Sciences, Karachi for verification duly completed in all respects:

- i. Original copies of Delivery Note (Challan) (in duplicate) showing item's description, make, model, quantity, manufacturing and expiry dates (if any).
- ii. Original copies of the Bidder's invoices (in duplicate) showing warranty, item's description, make, model, quantity, per unit cost, and total amount.
- iii. Original copies of the Sales Tax Invoices (where applicable) in duplicate showing item's description, quantity, per unit cost (without GST), amount of GST and total amount (with GST).
- iv. Manufacturer's or Bidder's warranty certificate.
- v. Inspection certificate issued by the nominated inspection committee / Bidder's factory inspection report.
- vi. Certificate of origin.

(b) For Goods supplied from abroad as per INCOTERM C&F Karachi:

Details of shipping and documents to be furnished by the Bidder shall be:

Upon shipment, the Bidder shall notify the Procuring Agency and the Insurance Company by telex or fax or email the full details of the shipment, including Contract number, description of Goods, quantity, the vessel / flight, the bill of lading / Air Way Bill number and date, port of loading, date of shipment, port of discharge, etc. The Bidder shall send the following documents to the Procuring Agency, with a copy to the Insurance Company:

- i. 04 copies of the Bidder's invoice showing the description of the Goods, quantity, unit price, and total amount.
- ii. Original and 04 copies of the negotiable, clean, on-board bill of lading / air way bill marked "freight prepaid" and 04 copies of non-negotiable bill of lading / air way bill.
- iii. 04 copies of the packing list identifying contents of each package.
- iv. Insurance certificate.
- v. Manufacturer's or Bidder's warranty certificate.
- vi. Inspection certificate, issued by the nominated inspection agency / Bidder's factory inspection report.
- vii. Certificate of origin.

The Procuring Agency shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Bidder will be responsible for any consequent expenses.

6. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on DDP / C&F basis at consignee's end under which risk will be transferred to the Procuring Agency only after it has taken delivery of the goods. Hence insurance coverage is Bidder's responsibility and they must arrange for it.

7. WARRANTY (GCC CLAUSE 12)

- GCC 12.1 The goods shall be accompanied by a manufacturer standard warranty / Shelf Life.
- GCC 12.2 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

8. PAYMENT (GCC CLAUSE 13)

- GCC 13.1 The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:
 - *i.* For Goods supplied from within the Procuring Agency's country:
 - (a) Payment shall be made in Pak Rupees.
 - (b) The payment will be made to the Bidder within 30 days of the receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respect and signed and stamped by the Chairman of the Inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specifications laid down in the bidding documents.
 - *ii.* For Goods supplied from outside the Procuring Agency's country:
 - (a) The Procuring Agency shall pay the Bidder or its Principal through irrevocable letter of credit opened in favor of the Bidder or Its Principal in a bank in its country under the upon submission of all the requisite documents.
 - (b) Bidder will bear all the additional bank charges inside and outside the Procuring Agency country on account of Confirmation of L/C, if he desire to establish a Confirmed L/C.

9. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)

GCC 16.1 In case deliveries are not completed within the time frame specified in the schedule of requirements / contract, a Show Cause Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non-delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids:

The liquidated damage shall be 0.5 % per week or part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Agency shall rescind the contract, without prejudice to other courses of action and remedies open to it.

10. ARBITRATION'' AND RESOLUTION OF DISPUTES (GCC CLAUSE 20)

GCC 20.3 Dispute resolution mechanism to be applied shall be as follows:

In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties

11. PACKING (GCC CLAUSE 21)

GCC 21.1 The packing, marking and documentation within and outside the packages shall be as per manufacturer standards meeting the safety requirements of the goods.

12. GOVERNING LANGUAGE (GCC CLAUSE 22)

GCC 22.1 The language of this Contract shall be English.

13. APPLICABLE LAWS (GCC CLAUSE 23)

GCC 23.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

14. NOTICES

Procuring Agency's address for notice purposes:

Director Procurement Dow University of Health Sciences (Ojha Campus) Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi. Phone No. + 92-21-99261497 Email: director.procurement@duhs.edu.pk

Bidder's address for notice purposes:

Name of Bidder:
Name of Contact Person & Designation:
Phone No
Fax No.
Mobile Phone No.
Email Address

15. TAXES AND DUTIES

GCC 24.1 The Procuring Agency (DUHS) is a Non-Profit organization (NPO), hence rates shall be quoted excluding GST.

G: Technical Specifications

Item No.	Name of Goods, Specifications, and Standards	Pack Size	A/C Unit	Required Qty					
	PAPERS								
1	A-4 Paper 70-Gram, Paper One or Equivalent Quality	1x500	Reams	14,000					
2	A-4 Paper 80-Gram, Paper One or Equivalent Quality	1x500	Reams	200					
3	A-4 Paper Half Paper 70-Gram, Paper One or Equivalent Quality	1x500	Reams	1,000					
4	Duplicating Paper 60-65 Gram (Legal Size)	1x500	Reams	4,000					
5	F-4 Paper 70-Gram, Paper One or Equivalent Quality	1x500	Reams	2,500					
	GENERAL								
6	Air Freshener 300ml, Different-fragrance (Best Quality)	1 x 1	Nos.	4,000					
7	Aluminium Foil Heavy Duty 37.5 Sq. ft. {3.48m ² (7.62m x 45.7cm)}	1 x 1	Roll	200					
8	Antiseptic Liquid 1 Litre, Dettol or Equivalent Quality	1 x 1	Nos.	300					
9	Antiseptic Soap (Small Size), Dettol or Equivalent Quality	1 x 1	Nos.	5,000					
10	Battery cell, 9 volt (Best Quality)	1 x 1	Nos.	500					
11	Binding Tape 2"	1 x 1	Each	300					
12	Bleach Liquid 500ml Robin or Equivalent Quality	1 x 1	Bottles	250					
13	Board File / Hard Board File Legal Size (Best Quality)	1 x 1	Nos.	400					
14	Broom Hard 700gm (Best Quality)	1 x 1	Nos.	200					
15	Broom Soft 400gm (Best Quality)	1 x 1	Nos.	200					
16	Cell 23A For call bell (Best Quality, Made in Japan or Equivalent)	1 x 1	Nos.	200					
17	Cell CMOS / CR2032 (Best Quality, Made in Japan or Equivalent)	1 x 1	Nos.	500					
18	Cell C-Size Toshiba or Equivalent Quality	1 x 1	Nos.	350					
19	Cell, AA size Toshiba or Equivalent Quality	1 x 1	Nos.	8,000					
20	Cell, AAA size Toshiba or Equivalent Quality	1 x 1	Nos.	7,000					
21	Detergent Powder (500gm), Bonus or Equivalent Quality	1 x 1	Pack	500					
22	Dish Washing Liquid (275ml) Max or Equivalent Quality	1 x 1	Nos.	1,000					
23	Disposable Glass (60Z Approx)	1 x 1	Nos.	150,000					
24	Dustbin 03 No Black (Best Quality)	1 x 1	Nos.	600					
25	Dustbin Large size with Lid (capacity 45 to 60 Liter)	1 x 1	Nos.	120					
26	Dustbin With Lid Equal 03 No Size (Best Quality)	1 x 1	Nos.	250					
27	Duster Cotton (20" x 20") Best Quality	1 x 1	Nos.	2,500					
28	Insect Killer Liquid 800ml Finis or Equivalent Quality	1 x 1	Nos.	1,500					
29	Liquid Soap in bulk	1 x 1	Liter	600					
30	Lock 3"China Tri-circle or Equivalent Quality	1 x 1	Nos.	200					
31	Mop with Steel Rod (Best Quality)	1 x 1	Nos.	300					
32	Notice Board, Size: 2' x 3'	1 x 1	Nos.	150					
33	Nylon Rope (Best Quality)	1 x 50gm	Kgs.	700					
34	Phenyl Concentrated (225ml) (Best Quality)	1 x 1	Nos.	500					
35	Polythene Garbage Beg 24 x 36, Best Quality	1 x 1	Kg's	300					
36	Polythene Garbage Beg 40 x 50 Best Quality	1 x 1	Kg's	750					
37	Rubber Band (Best Quality)	1/2 Kg	Pkt	250					
38	Scissor (Medium) (Best Quality)	1 x 1	Nos.	400					

39	Scotch Tape 1" Johanson or Equivalent Quality	50 Yards x 1	Nos.	7,000
40	Scotch Tape 2" Johanson or Equivalent Quality	50 Yards x 1	Nos.	3,000
41	Shopper (Polythene Bags) Disposable formula d2w Oxo Biodegradable as per Sample as Per Government Approved Macron (S, M, L & XL)	1 x 1	Kgs	10,000
42	Sleeper Pairs for OT (Normal size for Adults)	1 x 1	Pairs	300
43	Spray Bottle (1 Litre)	1 x 1	Each	700
44	Stop Watch (Best Quality)	1 x 1	Each	50
45	Tape Dispenser (Best Quality)	1 x 1	Nos.	200
46	Tissue Kitchen Roll (Standard size, 2 ply), Rose Petal or Equivalent Qualtity)	1 x 1	Roll	3,000
47	Tissue Paper Box (150x 2 Ply), Rose Petal or Equivalent Quality	1 x 1	Box	8,000
48	Tissue Party Pack, Rose Petal or Equivalent Quality	1 x 1	Pack	8,000
49	Tissue Toilet Roll (Standard size), Rose Petal or Equivalent Quality	1 x 1	Roll	30,000
50	Wall Clock with Dow Logo as per sample	1 x 1	Nos.	250
51	White Board, Size: 2' x 3'	1 x 1	Nos.	100
52	Zip Lock (Plastic) Small, Medium, Large, Extra Large	1 x 1	Kgs.	2,000
	STATIONARY			
53	A-4 Sticker Sheet	1 x 1	Nos.	5,000
54	Art Card A4 Size (Best Quality)	1 x 1	Nos.	2,000
55	Ball Point (0.7mm) Different Colors. Dollar/ Picasso/ Piano or Equivalent Quality	1 x 1	Nos.	40,000
56	Board Duster	1 x 1	Each	200
57	Board Marker (Different Colors) Dollar or Equivalent	1 x 1	Nos.	5,000
58	Box file, PVC (Best Quality)	1 x 1	Nos.	4,000
59	Calculator (10 Digits) Casio or Equivalent Quality	1 x 1	Nos.	450
60	Correction Pen / Whitto Dux or Eqivalent Quality (Best Quality)	1 x 1	Nos.	1,000
61	Glue Stick, 20g Dollar / UHU or Equivalent Quality	1 x 1	Nos.	1,000
62	Highlighter (Different Colors) Dollar or Equivalent Quality	1 x 1	Nos.	2,500
63	Hole Punch Machine (Heavy Duty) upto 65 sheets (Best Quality)	1 x 1	Nos.	50
64	Hole Punch Machine (up to 22 sheets) FUJI/ OPAL OR EQUIVALENT QUALITY	1 x 1	Nos.	500
65	Lamination Sheet 9 x 9 - 80 Macrons (Best Quality)	1 x 1	Nos.	10,000
66	Lamination Sheet 13.5 x 9.0 - 80 Macrons	1 x 1	Nos.	15,000
67	Paper Tape 1" (Best Quality)	1 x 1	Nos.	1,500
68	Paper Tape 2" (Best Quality)	1 x 1	Nos.	1,500
69	Pencil with Rubber Dollar/ Faber Castel/ Goldfisth or Equivalent Quality	1 x 1	Nos.	6,000
70	Permanent Marker (Different Colors) Dollar or Equivalent Quality	1 x 1	Nos.	5,000
71	Pointer (Different Colors 0.3) Dollar or Equivalent Quality	1 x 1	Nos.	2,000
72	Register 200 Pages Plain Offset 70gm HB/ Paragon or Equivalent Quality	1 x 1	Nos.	1,300
73	Register 400 Pages Plain Offset 70gm HB/ Paragon or Equivalent Quality	1 x 1	Nos.	1,000
74	Ring File, Fiber 10 x 13 (Best Quality)	1 x 1	Nos.	3,000
75	Scale steel, 12" (Best Quality)	1 x 1	Nos.	500
76	Stapler Machine (Heavy Duty) (Best Quality)	1 x 1	Nos.	50
77	Stapler Machine Opal/ Dux or Equivalent Quality	1 x 1	Nos.	800

78	Stapler Pin 23/10 Dollar or Equivalent Quality	1 x 1000	Pack	100					
79	Stapler Pin 23/15 Dollar or Equivalent Quality	1 x 1000	Pack	100					
80	Stapler Pin 23/17 Dollar or Equivalent Quality	1 x 1000	Pack	100					
81	Stapler Pin 24/6 Dollar or Equivalent Quality	1 x 1000	Pack	10,000					
82	Stock Register 200 Pages Offset 70gm HB/ Paragon or Equivalent Quality	1 x 1	Nos.	200					
83	Stock Register 400 Pages Offset 70gm HB/ Paragon or Equivalent Quality	1 x 1	Nos.	100					
84	Stock Register 600 Pages Offset 70gm HB/ Paragon or Equivalent Quality	1 x 1	Nos.	150					
	IT RELATED ITEMS	·							
85									
86	Computer Power Cord (Best Quality)	1 x 1	Nos.	300					
87	DVD-R 4.7GB Sony or Equivalent Quality	1 x 1	Nos.	8,000					
88	Headphone with Mic (Double Pin) Logitech or Equivalent Quality	1 x 1	Nos.	65					
89	Headphone with Mic (Single Pin) Logitech or Equivalent Quality	1 x 1	Nos.	65					
90	Key Board HP / Dell / A4 Tech or Equivalent Quality	1 x 1	Nos.	500					
91	Mouse HP / Dell / A4 Tech or Equivalent Quality	1 x 1	Nos.	600					
92	Mouse Pad with Palm rest (Best Quality)	1 x 1 1 x 1	Nos.	400					
93	Telephone Set Panasonic or Equivalent Quality	1 x 1 1 x 1	Each	60					
75		1 1 1	Lacii	00					
	ELECTRIC ITEMS	1							
94	Call Bell with Switch / Wire Less (Best Quality)	1 x 1	Nos.	200					
95	Extension Board Best Quality Cable: 05M , Voltage: 250 V, Ampere: 10A , Power : 2500 W (Max) & Terminal : Phosphor Bronze Terminal	1 x 1	Nos.	650					
96	Torch Rechargeable for Doctor use DP or Equivalent Quality	1 x 1	Nos.	200					
	MISC ITEMS								
97	BP Apparatus (Mercurial) Certiza or Equivalent Quality	1 x 1	Each	50					
98	BP Cuff (Single Tube) Certiza or Equivalent Quality	1 x 1	Each	200					
99	CTG Paper 142mm X 150mm X 300 Sheets (As per sample)	1 x 1	Pads	60					
100	Currency Checker Machine (Best Machine)	1 x 1	Nos.	50					
101	Disposable OT Caps for Female	1 x 1	Each	60,000					
102	Disposable OT Caps for Male	1 x 1	Each	45,000					
103	ECG Paper A4 Size, 210mm x 295mm (As per sample)	1 x 150	Pads	1,200					
104	ECG Roll 2" (As per sample)	1 x 1	Roll	800					
105	ECG Roll 8" (As per sample)	1 x 1	Roll	800					
106	Microwave Oven Capacity: 20 Litre Dawlance or Equivalent Quality	1 x 1	Nos.	20					
107	Sharps Container Box / Danger Box 5L (Best Quality)	1 x 1	Nos.	20,000					
108	Stethoscope, Certiza or Equivalent Quality	1 x 1	Each	200					
109	Water Dispenser Three Taps (Hot, Cold & Normal water supply) Dawlance or Equivalent Quality	1 x 1	Nos.	100					
	TONERS								
110	HP LaserJet Printer Toner 05A (Best Quality), China	1 x 1	Nos.	20					
111	HP LaserJet Printer Toner 12A (Best Quality), China	1 x 1	Nos.	30					
112	HP LaserJet Printer Toner 17A (Best Quality), China	1 x 1	Nos.	60					
113	HP LaserJet Printer Toner 26A (Best Quality), China	1 x 1	Nos.	600					

114	HP LaserJet Printer Toner 30-A (Best Quality) China	1 x 1	Nos.	60
115	HP LaserJet Printer Toner 35A (Best Quality), China	1 x 1	Nos.	30
116	HP LaserJet Printer Toner 37A (Best Quality), China	1 x 1	Each	15
117	HP LaserJet Printer Toner 410A Black (Best Quality), China	1 x 1	Nos.	15
118	HP LaserJet Printer Toner 410A Cyan (Best Quality), China	1 x 1	Nos.	15
119	HP LaserJet Printer Toner 410A Magenta (Best Quality), China	1 x 1	Nos.	15
120	HP LaserJet Printer Toner 410A Yellow (Best Quality), China	1 x 1	Nos.	15
121	HP LaserJet Printer Toner 44A (Best Quality), China	1 x 1	Each	30
122	HP LaserJet Printer Toner 48A (Best Quality) China	1 x 1	Nos.	120
123	HP LaserJet Printer Toner 59A (Best Quality), China	1 x 1	Each	400
124	HP LaserJet Printer Toner 76A (Best Quality), China	1 x 1	Nos.	300
125	HP LaserJet Printer Toner 79A (Best Quality) China	1 x 1	Nos.	100
126	HP LaserJet Printer Toner 80A (Best Quality), China	1 x 1	Nos.	300
127	HP LaserJet Printer Toner 83A (Best Quality), China	1 x 1	Nos.	150
128	HP LaserJet Printer Toner 85A (Best Quality), China	1 x 1	Nos.	300
129	HP LaserJet Printer Toner 87A (Best Quality) China	1 x 1	Nos.	70
130	HP LaserJet Printer Toner Drum 19A (Best Quality), China	1 x 1	Nos.	50
131	HP LaserJet Printer Toner Drum 32A (Best Quality)	1 x 1	Nos.	25
132	Toner for Photocopier Machine MP 9002	1 x 1	Each	40
	RIBBON/ ROLLS/ STICKERS			
133	Patient Wristband Cartridge (Adult) 25mm x 279mm (1 x 200 pieces/ Cartridge)	1 x 1	Each	1,000
134	Auto Ruff Roll 55 GSM Paper (57mm x 19m) (as per sample)	1 x 1	Nos.	800
135	Thermal Roll, 79mm x 70 Meter, Plain 55 GSM Paper	1 x 1	Roll	30,000
136	Plain Thermal Roll (For QMS Machine), 58-60 GSM Paper 57mm x 75meter	1 x 500	Each	3,000
137	Barcode Ribbon Radiology 110mm x 74mm (As per Sample)	1 x 1	Roll	50
138	Barcode Ribbon Resin 64mm x 74mm (Zebra Printer)	1 x 1	Roll	2,000
139	Resin Ribbon (For TSC Printer) 60mm x 300meter	1 x 1	Each	500
140	Wax Ribbon Roll 110mm x 300meter (As per sample)	1 x 1	Roll	1,300
141	Wax Ribbon Roll 60mm x 300 meter	1 x 1	Roll	350
142	Barcode Stickers / PVC Labels 38.100mm x 019.050mm (2500 labels per roll)	1 x 2500	Roll	4,000
143	Mat Finish Paper Sticker size 38mm x 19mm (2500 labels per roll)	1 x 2500	Roll	1,500
144	Pharmacy Semi-Gloss Sticker 100mm x 39mm (As per Sample)	1 x 1	Roll	2,000
145	Plain Sticker (Labels for Radiology) 100MM X 76MM (As per Sample)	1 x 1	Roll	500

Note: Sample of Quoted Items (consumable items only) must be submitted along with the Bid (as it is mandatory requirement).

H: Sample Forms

1. PERFORMANCE GUARANTEE/SECURITY FORM

To: [Name & Address of the Procuring Agency]

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

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

And whereas we have agreed to provide a Guarantee: for the said Bidder

Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Bidder, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without requiring the Procuring Agency to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of [Amount of Guarantee] as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for four months after the completion of delivery of supplies by the Bidder to the Procuring Agency of the full quantity of the goods for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Signature and Seal of the Guarantors / Bank

Address

Date

2. MANUFACTURER'S AUTHORIZATION FORM [SEE CLAUSE 11.1 (A) OF THE INSTRUCTION TO BIDDERS]

To: [name of Procuring Agency]

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and /or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Bidder / Agent] to submit a bid, and subsequently follow-up / negotiate and sign the Contract with you against Invitation for Bids (IFB) / Tender Notice for the goods manufactured, by us, under the patent name of _______ for performance of the contract.

We hereby commit and assure our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above mentioned firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note:

This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

3. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2023 between *Dow University of Health Sciences, Karachi* of *Islamic Republic of Pakistan* (hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Bidder for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Agency's Notification of Award.

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of 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 in accordance with their respective laws the day and year first above written.

Signed / Sealed by the Manufacturer / Authorized Bidder / Authorized Agent Signed / Sealed by Procuring Agency

I: Bid Form & Price Schedule

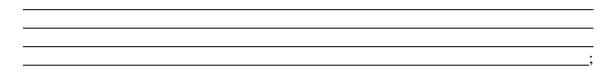
1. BID FORM

To: [Name and address of Procuring Agency]

Dear Sir,

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

2. The free of cost / donation / discounts offered and the methodology for their application are:



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

4. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

5. We agree to the validity of this bid for 90 days from the date fixed for financial bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Until a formal Contract is prepared and executed, this bid, together with the written acceptance thereof and notification of award, by the Procuring Agency, shall constitute a binding Contract between us.

7. We understand that you are not bound to accept the lowest or any bid you may receive.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of ______

Date _____

2. (a) PRICE SCHEDULE IN PAK RUPEES (DDP BASIS)

FOR GOODS OFFERED FROM WITHIN THE PROCURING AGENCY'S COUNTRY

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Make	Model	Country Of Origin	Pack Size	Unit	Qty.	Unit Price on DDP Basis (Excluding GST)	Total Cost On DDP Basis (Excluding GST)
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
	TOTAL AMOUNT ON DDP BASIS (EXCLUDING GST) IN PAK RS.								

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of	
--	--

Date