



**BIDDING DOCUMENT**  
*Single Stage One Envelope Procedure*  
*(Frame Work Contract Basis)*

**PROCUREMENT OF  
PRINTING MATERIALS**

(Ref. No. DUHS/DP/2021/134)

**N.I.T No. DUHS/DP/2021/133-136 Dated: 21-04-2021**

<b>TABLE OF CONTENTS</b>		
<b>A.</b>	<b>INSTRUCTIONS TO BIDDERS (ITB)</b>	<b>2</b>
1.	INTRODUCTION	2
2.	THE BIDDING PROCEDURE	3
3.	THE BIDDING DOCUMENTS	3
4.	PREPARATION OF BIDS	4
5.	SUBMISSION OF BIDS	8
6.	OPENING AND EVALUATION OF BIDS	8
7.	AWARD OF CONTRACT	11
<b>B.</b>	<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>	<b>14</b>
1.	DEFINITIONS	14
2.	APPLICATION	14
3.	STANDARDS	15
4.	USE OF CONTRACT DOCUMENTS AND INFORMATION	15
5.	PATENT RIGHTS	15
6.	ENSURING STORAGE ARRANGEMENTS	15
7.	INSPECTIONS, TESTS AND TRAINING	15
8.	DELIVERY AND DOCUMENTS	16
9.	INSURANCE	16
10.	TRANSPORTATION	16
11.	INCIDENTAL SERVICES	16
12.	WARRANTY / GUARANTEE	16
13.	PAYMENT	16
14.	ASSIGNMENT	16
15.	DELAYS IN THE BIDDER'S PERFORMANCE	17
16.	PENALTIES/ LIQUIDATED DAMAGES	17
17.	TERMINATION FOR DEFAULT	17
18.	FORCE MAJEURE	17
19.	TERMINATION FOR INSOLVENCY	18
20.	ARBITRATION AND RESOLUTION OF DISPUTES	18
21.	PACKING	18
22.	GOVERNING LANGUAGE	19
23.	APPLICABLE LAW	19
<b>C:</b>	<b>INVITATION FOR BIDS (IFB)</b>	<b>20</b>
<b>D:</b>	<b>BID DATA SHEET</b>	<b>21</b>
<b>E:</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>	<b>23</b>
<b>F:</b>	<b>SCHEDULE OF REQUIREMENTS</b>	<b>28</b>
<b>G:</b>	<b>TECHNICAL SPECIFICATIONS</b>	<b>29</b>
<b>H:</b>	<b>SAMPLE FORMS</b>	<b>34</b>
1.	PERFORMANCE GUARANTEE/SECURITY FORM	34
2.	MANUFACTURER'S AUTHORIZATION FORM	35
3.	CONTRACT FORM	36
<b>I:</b>	<b>BID FORM &amp; PRICE SCHEDULE</b>	<b>37</b>
1.	BID FORM	37
2.	PRICE SCHEDULES	38

# 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 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 “related services” are supplied.** Goods are produced through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered:

- (a) Price Schedule For Goods offered from within the Purchaser'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 Purchaser; and
  - (iii) the total price for the item.
- (b) Price Schedule For Goods offered from outside the Purchaser's country:
- (i) the unit price of the goods quoted C&F basis (Karachi Port), in the Purchaser'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 than 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 purchaser's country (DDP Basis).
- 10.2 Price shall be quoted in foreign currency for goods offered outside the purchaser'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 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'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 Purchaser'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 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.
- 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 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.

## **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 Purchaser 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 Purchaser 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 **The Purchaser will sign a Frame Work Contract with lowest evaluated responsive bidder(s), which will be valid for 12 Months extendable with mutual consent on satisfactory performance of bidder.**

#### **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 suppose to be rejected.

### **SUBMISSION OF BIDS**

#### **16. SEALING AND MARKING OF BIDS**

- 16.1 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 purchaser'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.
- 16.2 If all envelopes are not sealed and marked as required, the Purchaser 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 Purchaser at the specified address not later than the time and date specified in the Bid Data Sheet.
- 17.2 The Purchaser 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 Purchaser 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 Purchaser after the deadline for submission of bids prescribed by the Purchaser 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 PURCHASER**

- 20.1 The Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser. It cannot subsequently be made responsive by the Bidder by correction of the nonconformity / discrepancy.

### **23. EVALUATION AND COMPARISON OF BIDS**

23.1 Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.

23.2 Purchaser'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.

### **24. QUALIFICATION CRITERIA**

<b>S#</b>	<b>Qualification Criteria</b>	<b>Requirement</b>
1.	Original Tender Purchase Receipt / Pay Order of Tender Fee	Mandatory
2.	Copy of CNIC of signatory of the Bid Forms	Mandatory
3.	Technical Bid / Proposal on Bidder's Letterhead duly signed and stamped.	Mandatory
4.	Responsiveness to the technical specifications of the goods.	Mandatory
5.	Bid Security of required amount and in prescribed shape	Mandatory
6.	Bid Form on Bidder's Letterhead duly signed and stamped.	Mandatory

<b>S#</b>	<b>Qualification Criteria</b>	<b>Requirement</b>
7.	Price Schedule(s) on Bidder's Letterhead duly signed and stamped.	Mandatory
8.	Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of terms & conditions	Mandatory
9.	Compliance to payment terms and conditions	Mandatory
10.	Valid General Sales Tax (GST-FBR) Registration with Active Tax Payer Status on FBR website ( <i>for supply of goods</i> )	Mandatory
11.	Valid Income Tax (FBR) Registration with Active Tax Payer Status on FBR website	Mandatory
12.	Professional Tax Certificate	Mandatory
13.	Affidavit on stamp paper of Rs. 100/- duly notarized to the effect that: <ul style="list-style-type: none"> <li><b>i.</b> The bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.</li> <li><b>ii.</b> Any director or owner of the bidding company is not awarded any punishment from any Court of Law.</li> <li><b>iii.</b> 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.</li> </ul>	Mandatory
14.	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 for which tenders have been invited.	Mandatory
15.	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
16.	Press and Publication Declaration Certificate in favor of the bidder	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) Purchaser 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 PURCHASER**

- 26.1 No bidder shall contact the Purchaser 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 Purchaser, it may do so in writing.
- 26.2 Any direct or indirect effort by a bidding firm to influence the Purchaser 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 Purchaser's future tenders.

## **27. REJECTION OF BIDS**

- 27.1 Notwithstanding anything stated here-before after the Purchaser may reject any or all bids at any time prior to the acceptance of a bid. The Purchaser 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 Purchaser 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 Purchaser 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. PURCHASER'S RIGHT TO VARY QUANTITIES**

- 31.1 The Purchaser 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 purchaser 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 Purchaser.

## **34. SIGNING OF CONTRACT**

- 34.1 While conveying acceptance of bid to the successful bidder, the Purchaser 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 Purchaser will sign and date the Contract on legal stamp paper valuing 0.35% of the value of contract. The Purchaser 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 purchaser for a period up to five Years. In such a situation, the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser, 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 Purchaser of the benefits of free and open competition;
- (b) the Purchaser 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 Purchaser.
- (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: General Conditions of Contract (GCC)**

### **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 Purchaser 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 Purchaser 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 Purchaser, 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 Purchaser" 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 Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Purchaser 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 Purchaser and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
- 4.3 The Bidder shall permit the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser's right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Purchaser 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 Purchaser after the payment of all taxes and customs duty, cess, octroi charges etc. Risk will be transferred to the Purchaser only after the delivery of these goods has been made to the Purchaser. 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 Purchaser 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 Purchaser 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 Purchaser'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 Purchaser 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 Purchaser in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser;
  - (b) the Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Purchaser; and
  - (c) the Bidder, in the judgment of the Purchaser, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

## **18. FORCE MAJEURE**

- 18.1 The Bidder shall not be liable for forfeiture of its Performance Guaranty/ Bid 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 mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser.

## **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.

## C: NOTICE INVITING TENDER (NIT)

No. DUHS/DP/2021/133-136 Dated: 21-04-2021

Dow University of Health Sciences (DUHS), Karachi invites sealed bids on FRAMEWORK CONTRACT BASIS for the procurement of the following bids on DDP basis in Pak Rupees from the interested bidders, having registration with Federal Board of Revenue (FBR) for Income Tax and Sales Tax.

Name of Bid	Reference No.
Procurement of Papers, Stationary & General Consumable Items	DUHS/DP/2021/133
Procurement of Printing Materials	DUHS/DP/2021/134
Procurement of Animal Feed, Animal Medicines and Allied Items	DUHS/DP/2021/135
Procurement of Dietary Items for OICD	DUHS/DP/2021/136

Tender Fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable in shape of Pay Order / Demand Draft / CDR in favor of Dow University of Health Sciences, Karachi
Bidding Procedure	Single Stage – One Envelope Procedure shall be applied
Bid Security	2% of the total bid value in the form of CDR / Bank Guarantee / Demand Draft / Pay Order in favor of Dow University of Health Sciences with the Financial Bid..
Purchasing Date & Time	From the date of publishing to 10 <sup>th</sup> May, 2021 (from 10:00 a.m. to 01:00 p.m.)
Bids Delivery Date & Time	11 <sup>th</sup> May, 2021 up to 11:00 Hrs.
Bid Opening Date & Time	11 <sup>th</sup> May, 2021 at 11:30 Hrs.

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](http://www.duhs.edu.pk)) and Sindh Public Procurement Regulatory Authority ([www.ppms.pprasinhd.gov.pk](http://www.ppms.pprasinhd.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 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 2019).

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

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](mailto:director.procurement@duhs.edu.pk)

**Director Procurement**  
**Dow University of Health Sciences (Ojha Campus)**

## D: 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 Purchaser: Dow University of Health Sciences, Karachi.

**ITB 1.1** Name of Contract: **Procurement of Printing Materials**

### 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 Purchaser's Country:** the price quoted shall be on **delivered duty paid (DDP) Basis** at Consignee's End.

**ITB 10.1** **For the Goods offered within the Purchaser'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** **Purchaser will sign a Frame Work Contract with lowest evaluated 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 suppose to be rejected.

## **SUBMISSION OF BIDS**

- ITB 16.1 (a)** 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 16.1 (b)** The identification of this bidding process is:  
**Procurement of Printing Materials**  
**(Bid Reference No. DUHS/DP/2021/134)**  
**N.I.T No. DUHS/DP/2021/133-136 Dated: 21-04-2021**
- ITB 17.1** Deadline for bid submission: **11<sup>th</sup> May, 2021 at 11:00 a.m.**

## **OPENING & EVALUATION OF BIDS**

- ITB 20.1** The bid opening shall take place at:  
Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Digital Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
- Date: : **11<sup>th</sup> May, 2021**  
Time: **11:30 a.m.**
- 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.



# **E: Special Conditions of Contract (SCC)**

## **1. DEFINITIONS (GCC CLAUSE 1)**

GCC 1.1 (g) The Purchaser 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 Purchaser'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 Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser'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 Purchaser's country:*

- (a) The Purchaser 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 purchaser 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 purchaser 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**

*Purchaser'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 \_\_\_\_\_

## F: Schedule of Requirements

*For Goods supplied from within the Purchaser's country on DDP Basis:*

S#	Description of Goods	Qty.	Required Delivery Schedule	Location
01.	As per the details of items attached in <b>Section G – Technical Specifications</b>		Delivery & Installation within 30 days or earlier from the date of receipt of confirm purchase order	Ojha Campus of Dow University of Health Sciences, Karachi (DUHS)

## G: Technical Specifications

Item No.	Name of Goods, Specifications, and Standards	Pack Size	A/C Unit	Required Qty
1	<b>Accommodation Request</b> On NCR Paper with 1 Color Printing. 1+2 Copies, Size: 8.25"x11" (As per Sample)	1 x 50	Book	1000
2	<b>Anesthesia Record Chart</b> On NCR Paper with 1 Color Printing. 1+1 Copies, Size:8.25"X11.25" (As per Sample) 2 different types	1 x 50	Pad	300
3	<b>Answer Script</b> (12 pages book), 1+1 color on 68gm offset local paper with serial number, pin binding, binding with name DUHS, size 10.75" x 8.5	1 x 12	Pad	5000
4	<b>Antenatal Card</b> On 260 Gsm Art Card with 1 + 1 Color Printing. Open Size: 11"x17" (As per Sample)	1 x 1	Nos.	3000
5	<b>Attendant Card for Hospital</b> On 260 Gsm Art Card with 2+1 color printing. Size: 2.50" x 3.50"	1 x 1	Nos.	10000
6	<b>Bio Medical Engg. Deptt. Work Request</b> On NCR Paper with 1 Color Printing. 1+2 Copies, Size: 8.25" x 11" (As per Sample)	1 x 50	Pad	100
7	<b>Birth Certificate</b> On 113 Gsm Matt Paper with 4 Color Printing. Size: 9.00" x 14.00" , Hard Binding (As per Sample)	1 x 100	Books	30
8	<b>Blood Donor Sticker</b> With 1 Color Printing. Size: 2.5" x 3.5" (As per Sample)	1 x 1	Each	40000
9	<b>Cash Envelops</b> On Brown Kraft with 1 Color Printing. Size: 5"x11" (As per Sample)	1 x 1	Nos.	70000
10	<b>CD Envelop</b> With 1 Color Printing. Size: 5.25" x 5.25" (As per Sample)	1 x 1	Nos.	7000
11	<b>Counselling Status Form (Urdu)</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	150
12	<b>Cross Match Stickers (Blood Bank)</b> With 1 Color Printing. Size: 1.5" x 3.5" (As per Sample)	1 x 1	Each	50000
13	<b>CT Scan &amp; MRI Envelop</b> On 300 GsmBux Board with 2 Color Printing. Size: 14" x 18" (As per Sample), 2 different types	1 x 1	Nos	140000

14	<b>CT Scan/MRI History Form</b> On 70 Gsm Imported Offset Paper 1 + 1 Color Printing, Size: 6.5" x 8.5" (As per Sample)	1 x 100	Pad	1200
15	<b>Daily Diet Sheet</b> On NCR Paper with 1 Color Printing. 1 + 1 Copies, Size: 8.25" x 11.25" (As per Sample)	1 x 50	Pad	1200
16	<b>DDC Daily Work Sheet</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	50
17	<b>DDC Patient Record Form</b> On 70 Gsm Imported Offset Paper with 1 + 1 Color Printing, One fold. Size: 11" x 17" (As per Sample)	1 x 1	Each	35000
18	<b>Death Summary</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 50	Pad	50
19	<b>Dental Appointment Card</b> On 240 Gsm Art Card with 1 + 1 Color Printing, Size: 5" x 3.5" (As per Sample), 3 different types	1 x 1	Nos.	50000
20	<b>Dental Prescription Pad</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 7" x 5", (As per Sample), 3 different types	1 x 100	Pad	1000
21	<b>DIDC Patient Record Form</b> On 70 Gsm Imported Offset Paper with 1 + 1 Color Printing, One fold. Size: 11" x 17" (As per Sample)	1 x 1	Nos.	20000
22	<b>DIH / Slide (Stickers)</b> Size: 4.5" x 7.5" (As per Sample)	-	Sheet	9500
23	<b>DIKIOHS Daily Worksheet</b> 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	200
24	<b>DIKIOHS Patient Record Form</b> On 70 Gsm Imported Offset Paper with 1 + 1 Color Printing, One fold. Size: 11" x 17" (As per Sample)	1 x 1	Each	50000
25	<b>Discharge Card</b> On 260 Gsm Art Card with 1 + 1 Color Printing. Size: 8.5" x 7" (As per Sample)	1 x 1	Nos.	50000
26	<b>DOW RAD Consent Form</b> On 70 Gsm Imported Offset Paper with 2 + 2 Color Printing, Size: 8.25"x11" (As per Sample)	1 x 100	Pad	700
27	<b>DUHS - Attendance Register</b> Title 300 Gsm Bux Board with 2 Color Printing & Lamination. Inside pages 68 Gsm Offset Paper with 2 Color Printing. Central pin binding. Total Pages: 50 Size: 8.25"x13" (As per Sample)	1 x 1	Nos.	1000
28	<b>DUH Envelop (Size: 11" x 15"), F4</b> On 70 Gsm Imported Offset Paper with 1 + 1 Color Printing, (As per Sample)	1 x 1	Nos.	35000



29	<b>DUH Envelops (Size: 10" x 12"), A4</b> On 70 Gsm Imported Offset Paper with 1 + 1 Color Printing, (As per Sample)	1 x 1	Nos.	60000
30	<b>DUHS Envelops (Size: 11" x 15"), F4</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, (As per Sample)	1 x 1	Nos.	14000
31	<b>DUHS Envelops (Size: 10" x 12"), A4</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, (As per Sample)	1 x 1	Nos.	14000
32	<b>ECG Card</b> On 210 Gsm Art Card with 1 Color Printing. Size: 4.25" x 11.50" (As per Sample)	1 x 1	Nos.	6000
33	<b>Employee Visiting Card</b> On 300 Gsm Art Card with 4 color printing, Size 2" x 3.5"	1 x 1	Each	20000
34	<b>Envelops (12" x 15") for Examination Dep.</b> On 60gm craft paper with 1 color printing (As per sample)	1 x 1	Nos	15000
35	<b>DUH Envelope (A4)</b> On 70 Gsm, Imported Offset paper with 1 color printing, Size: 11" x 5" (As per Sample)	1 x 1	Nos	15000
36	<b>Envelops (Size: 14.5" x 17.5") for Examination Dep.</b> On 60gm craft paper with 1 color printing (As per sample)	1 x 1	Nos	15000
37	<b>Envelops (Size: 5" x 11") for Examination Dep.</b> On 60gm craft paper with 1 color printing (As per sample)	1 x 1	Nos	20000
38	<b>DUH Envelops (9"x 4")</b> On 70 Gsm Imported Offset Paper with 1 Color Printing. (As per Sample)	1 x 1	Nos.	15000
39	<b>ER Department Prescription Pad</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 7"x8.25" (As per Sample), 2 different types	1 x 100	Pad	5000
40	<b>File Cover</b> On 300 Gsm Art Card with 2 Color Printing, imported clip. Size:13.25"x10.87" (Open Size: 13.25"x21.75") (As per Sample), 4 different types	1 x 1	Nos.	60000
41	<b>File cover, with 2 highlight</b> One color printing on local card, 230gm, size 21.75" x 13.50, color blue	1 x 1	Nos	10000
42	<b>File Separator</b> On Color Card with 1 Color Printing & Die Cutting. Size: 12"x9" (Best quality)	1 x 7	Set	400
43	<b>Fluid Balance Record Sheet</b> On 70 Gsm Imported Offset Paper 1+1 Color Printing, Size: 8.25"x11" (As per Sample)	1 x 100	Pad	1000
44	<b>I.C.U. Flow Sheet Pad</b> On 90 Gsm Imported Offset Paper with 1+1 Color Printing, Size: 18"x29" (As per Sample)	1 x 100	Pad	500

45	<b>Inform Consent for Operation Form</b> On 70 Gsm Imported Offset Paper with 1 + 1 Color Printing, One fold. Size: 11"X17" (As per Sample)	1 x 1	Each	20000
46	<b>Initial Assessment Form</b> On 70 Gsm Imported Offset Paper with 1 + 1 Color Printing, Total Pages: 8. Size: 8.25"x11" (As per Sample)	1 x 1	Nos.	40000
47	<b>Integrated Assessment Form</b> On 70 Gsm Imported Offset Paper with 1 + 1 Color Printing, Total Pages: 8. Size: 8.25"x11" (As per Sample)	1 x 1	Each	2000
48	<b>Investogram</b> On 70 Gsm Imported Offset Paper 1+1 Color Printing, Size: 8.25"x11" (As per Sample)	1 x 100	Pad	600
49	<b>Lab Reporting Paper</b> On 80 Gsm Imported Offset Paper with 2 Color Printing, Size: 8.25"x10.50" (As per Sample)	1 x 500	Ream	7500
50	<b>Laboratory/Radiology Requisition Book</b> On NCR Paper with 1 Color Printing. 1+2 Copies, Size: 5"x7"(As per Sample)	1 x 50	Book	3500
51	<b>Letter Head (Size: 8.25" x 11")</b> On 70 Gsm, Imported Offset paper with 4 color printing, (As per sample)	1 x 100	Pad	200
52	<b>Master Register</b> On 70 Gsm, Imported Offset paper, Pages 180Size: 13.25" x 16.75"	1 x 1	Each	50
53	<b>Medical Record File</b> On 260 Gsm Art Card with 1 + 1 Color Printing inside 70 Gsm Imported Offset Paper centre pin binding. Total Pages: 8 Closed Size: 8.25"x11" (Open Size 16.50"x11") (As per Sample)	1 x 1	Nos	120000
54	<b>Medical Service Death Certificate</b> On NCR Paper with 1 Color Printing. 1+2 Copies, Size: 8.25"x11" (As per Sample)	1 x 50	Pad	100
55	<b>Medication Indent Book</b> On NCR Paper with 1 Color Printing. 1+2 Copies Size: 5.5" x 6.5" (As per Sample)	1 x 50	Book	800
56	<b>Medication Refund Requisition</b> On NCR Paper with 1 Color Printing. 1+2 Copies, Size: 5" x 6.5" (As per Sample)	1 x 50	Book	1000
57	<b>Medication Sheet</b> On 70 Gsm Imported Offset Paper 1+1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	1200
58	<b>Miscellaneous Service Charge Sheet</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	200

59	<b>No Parking Sticker</b> 2 color Printing on 7" x 5" Sticker, (1 x 250) (As per Sample)	1 x 1	Each	100
60	<b>Nursing Note ER Department</b> On 70 Gsm Imported Offset Paper 1+1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	600
61	<b>Nursing Note</b> On 70 Gsm Imported Offset Paper 1+1 Color Printing, Size: 8.25"x11" (As per Sample)	1 x 100	Pad	600
62	<b>Office file board (Size 9.75" x 14)</b>	1 x 1	Nos	2000
63	<b>OPD Prescription Pad</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 7.5" x 8.5" (As per Sample), 2 different types	1 x 100	Pad	12000
64	<b>Operation Theatre Procedure List Hard Book</b> On NCR Paper with 1 Color Printing, 1+2 copies, Size: 8.25"x11". (As per Sample)	1 x 50	Book	100
65	<b>Ophthalmology Card</b> (Size: 7" x 5"), on 210 Gm, Art Card, One color printing	1 x 250	Packet	80
66	<b>Parking Pass for Visitors</b> 50gm Color paper, size 2.25 x 5.50	1 x 100	Book	50000
67	<b>Patient Lab/Radiology Record Pad</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	500
68	<b>Patient Name Sheet</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	300
69	<b>Patient Name Sticker Sheet</b> (5" x 7.5"), As per Sample	1 x 1	Nos.	10000
70	<b>Patient Progress Identification</b> On 70 Gsm Imported Offset Paper 1+1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	1200
71	<b>Patient Record Register Dept of Nephrology</b> On 70 Gsm Imported Offset Paper with 1+1 Color Printing, Total Pages: 400, Size: 9.50" x 14.25", with Hard Binding (As per Sample)	1 x 1	Each	30
72	<b>Pre Operative Anesthesia Assessment</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	100
73	<b>Pre-Printed Form</b> On 70 Gsm Imported Offset Paper 1+1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	5000
74	<b>Pre-Printed Form</b> On 70 Gsm Imported Offset Paper with 1 + 1 Color Printing, One fold. Size: 11" x 17" (As per Sample)	1 x 1	Nos.	40000

75	<b>Pre-Printed Form</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	2500
76	<b>Prescription Pad NILGID</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 5.5" x 8.25" As per sample	1 x 100	Pad	600
77	<b>Request for Histopathology</b> On 68 Gsm Local Paper with 2 + 2 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	1000
78	<b>Response Sheet</b> Size 11.75" x 8.25", on 90gm imported offset paper, Two color printing and numbering.	1 x 500	Pkt	500
79	<b>Sugar Chart</b> On 70 Gsm Imported Offset Paper with 1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	700
80	<b>Surgical Procedure Note</b> On 70 Gsm Imported Offset Paper 1+1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	100
81	<b>Vital Sign Chart</b> On 70 Gsm Imported Offset Paper 1+1 Color Printing, Size: 8.25" x 11" (As per Sample)	1 x 100	Pad	800
82	<b>Window Envelops (Lab Reporting)</b> On 70 Gsm Imported Offset Paper with 2 Color Printing. Size: 4" x 8.75" (As per Sample)	1 x 1	Nos	1500000
83	<b>X-Ray Envelops (12.25"x 15.25")</b> On 115 Gsm Kraft Paper with 1+1 Color Printing, (As per Sample)	1 x 1	Nos.	150000
84	<b>X-Ray Envelops (14.5"x 17.5")</b> On 115 Gsm Kraft Paper with 1 + 1 Color Printing, (As per Sample)	1 x 1	Nos.	20000

**Note:**

**Sample of the quoted item must be submitted on the request of the Purchaser for physical verification / technical evaluation of the offered product.**

# H: Sample Forms

## 1. PERFORMANCE GUARANTEE/SECURITY FORM

To: [Name & Address of the Purchaser]

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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser]

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 \_\_\_\_\_ 2021 between *Dow University of Health Sciences, Karachi of Islamic Republic of Pakistan* (hereinafter called “the Purchaser”) of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called “the Bidder”) of the other part:

WHEREAS the Purchaser 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 Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser 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 Purchaser

# I: Bid Form & Price Schedule

## 1. BID FORM

To: [Name and address of Purchaser]

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 Purchaser.

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 Purchaser, 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 PURCHASER'S COUNTRY**

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Make	Model	Country Of Origin	Pack Size	Unit	Qty.	Unit Price Including Taxes	Total Cost Including Taxes
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
<b>TOTAL DDP VALUE IN PAK RS. (Including Taxes &amp; Duties)</b>									

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_