

# **Dow University of Health Sciences**



## **Bidding Documents**

**Single Stage – Two Envelope Procedure**  
As per Rule 46 (2) of SPPRA, 2010 (Amended 2019)

**IFB / NIT No. DUHS/DP/2022/181 Dated 22 March 2022**

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**HIRING OF CLEARING AGENCY**

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# **INSTRUCTIONS TO THE BIDDERS**

## **1. GENERAL**

### **1.1 Introduction**

Dow University of Health Sciences, Karachi hereafter referred to as “**DUHS OR Procuring agency**” desires to hire well-reputed Clearing Agency / Company to provide custom clearance of goods imported by Dow University of Health Sciences, Karachi.

### **1.2 Scope of Work**

1.2.1 Clearing Agency shall render all services as and when necessary and as directed by DUHS, agency shall also perform all such auxiliary and incidental services and operations as may be necessary in the course of performing the Contract and as indicated by DUHS.

1.2.2 Clearing Agency shall handle and clear imports of all cargos and articles of all kinds including components, consumables, scientific & medical instruments, equipment's, spares, chemicals, hazardous & dangerous cargo, Live Stock etc. and any other cargo which may be imported by DUHS from time to time

1.2.3 Clearing Agency would be hired as per evaluation criteria of this document to provide services as mentioned in **Annexure – C.**

1.2.2 Bidding shall be conducted under Rules 46 (2) "**Single Stage – Two Envelopes**" (Technical and Financial bids) procedure laid down in SPPRA Rules 2010 (Amended 2019). The contract shall be awarded as per evaluation criteria mentioned in this document.

1.2.3 Bidders shall submit their bids with proper Indexing Table / Page Numbers and attach all the mandatory / required documents in Annex or Tagging format.

### **1.3 Source of Funds**

1.3.1 Dow University of Health Sciences (DUHS), Karachi has allocated funds towards the cost of “**Hiring of Clearing Agency**” from its own resources.

## **2. ELIGIBLE BIDDERS**

The bids which meet the following minimum **ELIGIBILITY CRITERIA (MANDATORY REQUIREMENT)** would be declared responsive for further evaluation as per Evaluation Criteria specified in this bidding document. **Documentary Evidence must be attached in respect thereof:**

2.1 Original Tender Purchase Receipt / Pay Order of Tender Fee.

- 2.2 Bidder should be based in Karachi or should have a branch in Karachi. Office details at Karachi and all provincial headquarters (if any) with Phone Numbers / Addresses.
- 2.3 Copy of CNIC of signatory of the Bid Forms.
- 2.4 Bidder must be available on ‘**List of Active Tax Payers**’ of **FBR website** (for Income Tax).
- 2.5 Bidder must be available on ‘**List of Active Tax Payers**’ **SRB website** (for Sales Tax).
- 2.6 Valid **Professional Tax Certificate**.
- 2.7 Copy of valid **Clearing Agent License** and other essential licenses for custom clearance.
- 2.8 The Clearing Agency / Company must have experience of minimum 5 years in its own name in the field of customs clearance relating to Laboratory Equipment, Medical Equipment, Surgical disposables / items, Consumables like reagents, highly perishables, dangerous and radioactive goods, etc. and having ongoing or past experience working for a Public or Private Sector University during the last 3 years (Satisfactory performance Certificate / Reference Letter issued during last 6 months shall be attached).
- 2.9 Duly signed and stamped Compliance Certificate as per the format give at **Annexure-B** of this document.
- 2.10 Duly signed and stamped Compliance to Scope of Work as mentioned vide **Annexure-C** of this document.
- 2.11 Declaration on Rs. 100/- stamp paper by company regarding Demurrage Free Services to DUHS within Pakistan as per **Annexure-E** of this document.
- 2.12 The filed Income Tax Return (ITR - FBR) for last three financial years as per **Annexure – F.**
- 2.13** List of Clients as per specimen given at **Annexure – G.**
- 2.14 Bidder / Company Profile / Details **Annexure – H.**
- 2.15 Affidavit on Stamp Paper of Rs. 100/- as per Specimen give at **Annexure-I.**

### **3. COST OF TENDERING**

- 3.1 The company shall bear all costs associated with the preparation and submission of its documents, while DUHS, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **4. CLARIFICATIONS OF TENDERING DOCUMENTS**

- 4.1 A prospective company requiring any clarification(s) may notify to DUHS (on the address given in the bid data sheet) or an Officer authorized on its behalf in writing. The DUHS or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before **05 working days** or more to the deadline set for the submission of bids. Copies of DUHS response

will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).

## **5. AMENDMENT OF TENDER DOCUMENT**

- 5.1 At any time prior to the deadline for submission of bids, the DUHS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective company, modify the tender document by issuing corrigendum / addendum.
- 5.2 Any corrigendum / addendum thus issued shall form eternal part of the tender document. To offer bidders a reasonable time frame in which to take a corrigendum / addendum into account in preparing their bids, the DUHS may at its discretion extend the deadline for submission of bids.

## **6. LANGUAGE OF DOCUMENTS**

- 6.1 Bid Documents and related correspondence will always be in the English language.
- 6.2 The bid should have a covering letter on printed letterhead of the firm. All pages of the bid shall be initiated / signed and shall bear official seal of the person(s) authorized to sign/endorse.
- 6.3. All the relevant technical literature in English Language should be attached with the bid.

## **7. BID PRICE**

- 7.1 Price / bid offer should be quoted in Pak Rupees as per format given at **Annexure-D**.
- 7.2 The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
- 7.3 The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).
- 7.4 If there is no mention of taxes or calculation error, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the Income Tax / SST / GST or other taxes during the contract period shall be passed on to the Procuring Agency.
- 7.5 The price / bid offer shall be entered against each personnel / material / equipment for the whole duration of contract period.
- 7.6 The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.

## **8. BID SECURITY / EARNEST MONEY**

- 8.1 The Bidder shall Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of 28 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal. No interest will be paid on Bid Security. Photocopy of the Bid Security shall be attached with the Technical Proposal after hiding the amount.
- 8.2 Any bid not accompanied by an acceptable bid security shall be rejected by the DUHS as non-responsive.
- 8.3 The bid securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.
- 8.4 The bid security of the successful contractor will be returned only when the bidder furnishes the required Performance Security and signed relevant contract agreement.
- 8.5 The bid security / earnest money may be forfeited / confiscated:**
- i. If a bidder withdraws his bid during the period of bid validity.
  - ii. If the bidder does not accept the correction of his bid price.
  - iii. In the case of a successful bidder, if he fails to furnish the required performance security or sign the contract agreement.
  - iv. If the bidder fails to provide the requisite services.
  - v. If the bidder fails to fulfill the mandatory requirements upon which he has given certificates / affidavits etc.

## **9. VALIDITY OF BIDS**

- 9.1 All bids shall remain valid for **90 (ninety) days** from the date of opening of bids.

## **10. CLARIFICATIONS / CORRECTIONS OF BID**

- 10.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought offered or permitted.
- 10.2 Arithmetical errors will be rectified on the following basis:
- i. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
  - ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

## 11. **RESPONSIVENESS OF BIDS**

- 11.1 The valid bid security / earnest money is submitted (**Copy of the requisite Bid Security without showing the rates must be attached with the Technical Bid.**)
- 11.2 The bid is valid till required period.
- 11.3 The bidder had quoted all the items / services exhibited at **Annexure-D. (Schedule of Requirement / BoQ).**
- 11.4 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 11.5 Compliance to all terms and conditions of tender document on specified formats.
- 11.6 The bidder is eligible for tendering and possesses the requisite experience.
- 11.7 The bid does not deviate from basic requirements.
- 11.8 The bidder submitted all mandatory / requisite documents as mentioned in the tender document.

## 12. **SUBMISSION OF BIDS**

- 12.1 Bids should be submitted in accordance with SPPRA Rules 46 (2) Single Stage – Two Envelope Procedure.
  - (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
  - (b) Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
  - (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
  - (d) Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
  - (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
  - (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
  - (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance; and
  - (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- 12.2 The technical bid should contain all the relevant information and desired enclosures in the prescribed format. The financial Bid should contain only Financial Proposal and Bid Security. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- 12.3 Technical / Financial Bids should be submitted in sealed envelope. The inner and outer envelopes shall:
  - a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - b. bear the Notice Inviting Tender / Invitation for Bids (NIT / IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN

BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet.

- 12.4 Opened or e-mailed or faxed or telexed bids will not be accepted.
- 12.5 Any bid received by the DUHS after the date and time of tender opening will be rejected and returned as unopened to sender / bidder.
- 12.6 Bids qualified by such vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly.
- 12.7 Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder’s performance of services. Bid against the Government Rules and Policies, Joint Venture’s, Consortium’s, Conditional Bid, Ambiguous Bid or incomplete Bid and Bid without Bid Security will be rejected. No supplementary or revised offer after the opening of bids shall be entertained.
- 12.8 In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
- 12.9 In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.

**13. DEADLINE FOR SUBMISSION OF BID**

- 13.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 12.3 no later than the time and date specified in the Bid Data Sheet.

**14. OPENING OF BID**

- 14.1 Procurement Committee will publically open the Sealed Technical Bids first at the date, time and place given in the Bid Data Sheet in the presence of bidder’s representatives who choose to be present, while the Financial Bids of all prospective bidders would be kept in safe custody at DUHS. After declaration of Technical Bid Results, the Sealed Financial Bids of only Technically Qualified firms would be opened publicly at time / date to be announced later. Whereas, Sealed Financial Bids of technically non-qualified bidders will be returned unopened / unprocessed.
- 14.2 The name of bidder, bid price and such other details as the committee at its discretion may consider appropriate, will be announced at the time of Sealed Financial Bid opening process.
- 14.3 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.
- 14.4 The DUHS reserves the right to reject any one or all bids / proposals or scrap / cancel the tender as per relevant SPPRA Rules 2010 (Amended 2019).

## **15. EVALUATION OF BIDS**

- 15.1 The bids not responsive to the MANDATORY ELIGIBILITY CRITERIA provided at Clause 2 and Responsiveness of Bid according to Clause 11 shall not be eligible for further Technical Evaluation.
- 15.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive submitted by an eligible bidder.
- 15.4 The bids shall be evaluated on complete package basis (all items basis). The bids for partial / limited items / limited groups shall not be considered and rejected.
- 15.5 It will be examined in detail whether the services offered by the company complies with the provisions of this tender document. For this purpose, the company's data will be compared with the tender document eligibility and evaluation criteria along with visit to company facilities / offices for physical inspection (if required).
- 15.6 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no deviation / stipulation shall be taken by the company.
- 15.7 Technically qualified / successful bidder(s) / Tenderer(s) shall be eligible for Financial Proposal(s).
- 15.8 The Price evaluation will include all duties, taxes (Federal/Provincial/Local) and expenses etc. In case of any exemption of duties and taxes made by the Government (Federal/Provincial/Local), the contractor shall be bound to adjust the same in the Financial Proposal. The benefit of exemption from or reduction in the SST / GST / Income Tax during the contract period shall be passed on to the DUHS.
- 15.9 DUHS shall not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder.
- 15.10 Bidder shall be bound to produce the original documents submitted with their bid for verification on the request of DUHS. If bidder failed to produce the original documents within the prescribed time schedule their bid shall rejected.

## **16. BID EVALUATION CRITERIA**

- 16.1 THE BIDS SHALL BE EVALUATED ON MOST ADVANTAGEOUS BID BASIS.**
- 16.2 The bids not responsive to the MANDATORY QUALIFICATION CRITERIA provided at Clause 2 shall not be eligible for further Technical Evaluation.
- 16.3 The following merit point system for weighing evaluation factors / criteria will be applied for technical bids / proposals. Bidders achieving minimum 70% marks will be qualified and considered only for further process / evaluation besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.



| S#                          | Evaluation Parameters/Sub-parameters  | Marks / Points |
|-----------------------------|---|----------------|
| <b>1.</b>                   | <b>Head office and Regional offices across the Pakistan:</b><br><i>(Please attach list of all offices with complete address and contact information)</i>  | <b>Max. 10</b> |
| 1.1                         | Head Office with 3 regional offices   | 10             |
| 1.2                         | Head Office with 2 regional offices   | 8              |
| 1.3                         | Head Office with 1 regional office  | 5              |
| 1.4                         | Head Office in Karachi  | 3              |
| <b>2.</b>                   | <b>Year of Experience for providing Clearing Services</b><br><i>(Credible documentary evidence must be provided)</i>  | <b>Max. 15</b> |
| 2.1                         | From 11 to 15 Years   | 15             |
| 2.2                         | From 6 to 10 Years  | 10             |
| 2.3                         | From 3 to 5 Years   | 05             |
| <b>3.</b>                   | <b>Bidder's Past Performance – During Last 05 Years</b>   | <b>Max. 20</b> |
| 3.1                         | <b>Client's Satisfactory Performance Certificate</b> for providing the Custom Clearance Services issued during last 05 years by Public and Private Sector Universities and/or Govt. / Semi Govt. organizations and/or large National / Multi-National organizations registered with SECP.<br>02 points for each certificate ( <b>Maximum 20 marks</b> ) | 20             |
| <b>4.</b>                   | <b>Availability of Transport Services</b><br><b>(Vehicle Registration in the name of bidder or Valid Agreement with owner of vehicle)</b>   | <b>Max. 10</b> |
| 4.1                         | Mazda Titan 3500 cc or equivalent Vehicle<br>03 point for each ( <b>Maximum 06 marks</b> )  | 06             |
| 4.2                         | Suzuki Bolan Pickup 660 cc or equivalent Vehicle<br>02 point for each ( <b>Maximum 04 marks</b> )   | 04             |
| <b>5.</b>                   | <b>Inspection of Company's Karachi Office</b>   | <b>Max. 10</b> |
| 5.1                         | Physical Inspection of the Company's offices / services / equipment / vehicles  | 10             |
| <b>6.</b>                   | <b>Valid Membership of Firm</b>   | <b>Max. 20</b> |
| 6.1                         | IATA Membership   | 10             |
| 6.2                         | FIATA Membership  | 10             |
| <b>7.</b>                   | <b>Average Annual Turnover during the last 03 fiscal years</b>  | <b>Max. 15</b> |
| 7.1                         | PKR 2.000 million or above  | 05             |
| 7.2                         | PKR 4.000 million or above  | 10             |
| 7.3                         | PKR 5.000 million or above  | 15             |
| <b>TOTAL POINTS / MARKS</b> |   | <b>100</b>     |

- 16.4 Technically qualified/successful bidder(s) shall be eligible for Financial Proposal(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- 16.5 Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.
- 16.6 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.

- 16.7 Marks obtained in the detailed technical evaluation will be carried forward and prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (Technical Score + Financial Score).
- 16.8 The formula for technical scoring is “Technical Marks / Score = Total Technical Marks of the respective bidder x 0.7”.
- 16.9 The formula for financial scoring is that the lowest bidder gets 30% Marks and the other bidders score 30 multiplied by the ratio of the lowest bid divided by the quoted price.

**EXAMPLE:**

**TECHNICAL EVALUATION**

**The formula to calculate the technical points / marks / score of the bidder is given below:**

Technical Marks / Score = Total Technical Marks of respective bidder x 0.7

- **Solved Example of Financial Scoring:**  
 Technical scoring out of 100 = 85  
 Carried Forward & Prorated Technical scoring = 85 x 0.70

**FINANCIAL EVALUATION**

**The formula to calculate the Marks for the price by the bidders other than lowest bidder is given below:**

- **Financial Evaluation Score of individual quoted Product:**  
 = [Lowest quoted price of the item ÷ Next higher proposed price of the competing item] x Total Allocable financial score
- **Solved Example of Financial Scoring:**  
*If the lowest quoted price of an item is Rs. 86/- the same lowest will obtain score as below:*  
 = [86 ÷ 86] x 30 = 30  
 = 30 marks being the lowest bidder for the quoted item  
  
*If the next higher quoted price of the same item is Rs. 105/- the marks obtained will be:*  
 = [86 ÷ 105] x 30 = 24.57  
  
*If the next higher quoted price of the same items is Rs. 130/- the marks obtained will be:*  
 = [86 ÷ 130] x 30 = 19.84 Marks and so on.

**17. REJECTION / ACCEPTANCE OF BID**

- 17.1 A bid determined as non-responsive will be rejected and will not be made responsive by the bidder by correction of the non-conformity.
- 17.2 The bid shall be rejected if:
- i. it is substantially non-responsive in a manner prescribed in this tender document; or
  - ii. it is against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or
  - iii. bidder has conflict of interest with the DUHS; or
  - iv. bidder engages in corrupt or fraudulent practices in competing for Contract

- award; or
- v. bidder tries to influence the bid evaluation / Contract award; or
- vi. bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- vii. submitted as Joint Venture or Consortium; or
- viii. unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or
- ix. subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- x. any bidder encloses the financial bid within the technical bid, the same shall be rejected, as bids are invited according to the Single Stage – Two Envelope Procedure in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2019). In case; or
- xi. qualified by vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly; or
- xii. without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
- xiii. bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-2); or
- xiv. bidder fails to meet the minimum evaluation criteria requirements; or
- xv. bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ; or
- xvi. bid submitted with shorter bid validity period; or
- xvii. bid not accompanied by the Bid Security (Earnest Money) of required amount and form; or
- xviii. bidder refuses to accept the corrected Total Bid Amount / Price; or
- xix. the Bidder has been blacklisted by any public or private sector organization; or
- xx. bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
- xxi. rates quoted by bidder are not workable (not meeting the requirements of minimum wages, Income Tax, Sales Tax, EOBI, SESSI, Gratuity etc.), or on higher side etc.

## **18. PROCESS TO BE CONFIDENTIAL**

- 18.1. No company shall contact DUHS on any matter relating to its tendering process from the time of opening to the time of tendering announcement.
- 18.2 Any effort by a bidder to influence DUHS in the evaluation, comparison or selection decision may result in the rejection of its bid.

## **19. COMPLIANCE CERTIFICATE**

- 19.1 The company should agree with the terms and conditions as mentioned in **Annexure – B**.

**20. AWARD CRITERIA**

20.1 Subject to Clause 21, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**21. PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

23.1 The Procuring agency reserves the right to accept or reject any bid, as per Rule 25 of SPPRA Rules 2010 (Amended 2019) and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

**22. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES**

22.1 The Procuring agency reserves the right to increase and/or decrease the quantity and/or drop the any or multiple services(s) originally specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ without any change in unit price or other terms and conditions during the contract period.

**23. REQUIREMENT / FORMAT OF BID**

23.1 All bidders shall quote their firm and final rates including all the taxes, duties, levies etc. on the format given at **Annexure – F** and attach the requisite Bid Security / Earnest Money in the form of a Pay Order / Demand Draft / Bank Guarantee as per this Tender Document requirement / obligations.

**24. ALTERNATIVE BIDS**

24.1 Alternate Bids shall not be allowed, if any bidder elects to submit alternative bid(s) / proposal(s), both bids viz. ORIGINAL and ALTERATIVE will be rejected straightaway.

**25. NOTIFICATION OF AWARD OF CONTRACT**

25.1 Prior to expiration of the bid validity period or extended bid validity period, the DUHS will notify the successful bidder in writing about the acceptance of the offer delivery by hand or by registered letter or by Courier or by email. The notification of award will constitute the formation of the contract.

**26. PERIOD OF CONTRACT**

26.1 Initially contract shall be signed **for a period of three-years (36 months)**, however, extendable for a further period of one-year (12 months) with the consent

of both parties. The contractor shall be bound to provide the services for extended period without change in rate and other terms & conditions.

## **27. CONTRACT AGREEMENT**

- 27.1 Subject to the fulfillment of all codal formalities, the DUHS will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. DUHS and Bidder will sign the Contract Agreement on the stamp paper.
- 27.2 DUHS reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of contract agreement) and forfeit Security Deposit / Performance Bond and any amount due to the Contractor/Agency. The Contractor / Agency shall reproduce draft contract agreement provided by DUHS on stamp paper with stamps affixed of the value equals to the prevailing Government rules / rates. Bidder shall pay the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.
- 27.3 The Contractor / Agency shall not alter/add/delete any article, clause or chapter of the draft contract agreement. However, the Service Provider may rephrase any clause, article or chapter with the consent of the DUHS for the purpose of clarity, legality, or otherwise except where scope of work, terms & conditions, and service charges is not adversely affected against the DUHS.
- 27.4 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the DUHS.

## **28. PERFORMANCE SECURITY**

- 28.1 The Successful bidder shall submit the Performance Security / Guarantee in the amount specified in the Bid Data Sheet in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of ninety (90) days beyond the date of completion / expiry of the contract. No interest will be paid on Performance Security.
- 28.2 **Forfeiture of Performance Security**
- a) In the event of failure to provide services as per Contract Agreement / Work Order within the stipulated period, the security deposit may be forfeited.
  - b) In that event, acquiring of the said services may be taken from the next lowest bidder vide the same Work Order at contractors' risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
  - c) If any equipment / instrument or property of DUHS is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.

28.3 Refund of Performance Security: After successful completion of services in contractual period, performance security will be refunded within the six months if not extended for further period.

**29. CANCELTION OF CONTRACT**

29.1 If the successful bidder fails to provide the satisfactory services, the DUHS shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The DUHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

**30. TERMINATION FOR DEFAULT**

30.1 DUHS without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, may terminate this Contract in whole or in part:

- (a) if the contractor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the DUHS; or
- (b) if the contractor fails to perform any other obligation(s) under the Contract.
- (c) if the contractor, in the judgment of the DUHS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“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.

“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 Borrower, 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 Borrower of the benefits of free and open competition.

**31. FORCE MAJEURE**

31.1 The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DUHS in

its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 31.3 If a Force Majeure situation arises, the contractor shall promptly notify the DUHS in writing of such condition and the cause thereof. Unless otherwise directed by the DUHS in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**32. TERMINATION FOR INSOLVENCY**

- 32.1 DUHS may at any time terminate the Contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DUHS.

**33. TERMINATION FOR CONVENIENCE**

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

**34. RESOLUTION OF DISPUTES**

- 34.1 In the case of a dispute between the DUHS and the Contractor, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Amended 2019).

**35. GOVERNING LANGUAGE**

- 35.1 The Contract shall be written in the ENGLISH language All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

**36. APPLICABLE LAW**

- 36.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi - Pakistan shall have exclusive jurisdiction.

**NOTICE INVITING TENDER (NIT)**  
**No. DUHS/DP/2022/181 Dated 22 March, 2022**

Dow University of Health Sciences (DUHS), Karachi is a Public Sector University invites the sealed bids for **HIRING OF CLEARING AGENCY** from the well reputed **Bidders / Firms / Companies** available on 'List of Active Tax Payers' of FBR (for Income Tax) & SRB (For Sales Tax) websites.

|                                 |  |
|---------------------------------|--|
| Tender fee                      | Rs. 2,000/- (Rupees two thousand only) Non-Refundable  |
| Bidding procedure               | Single Stage – Two Envelope Procedure as per rule 46 sub rule 2 of SPP Rules 2010 (Amended 2019) |
| Bid Security                    | Rs. 150,000/- (One hundred fifty thousand only)  |
| Tender purchasing date          | From the date of publishing to 11 April 2022   |
| Deadline for submission of bids | 12 April 2022 up to 11:00 Hrs.   |
| Bid Opening Date & Time         | 12 April 2022 at 11:30 Hrs.  |

Bidding Document containing detailed terms & conditions can be obtained against non-refundable pay Order / Demand Draft of Rs. 2,000/- being tender fee in favour 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 (<http://ppms.ppr.sindh.gov.pk>), in this situation, bidder is required to enclose Pay Order / Demand Draft of tender fee (Rs. 2000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing dates. 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, Karachi**



## Bid Data Sheet

The following specific data for the goods / services 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.

|                     |   |
|---------------------|---|
| <b>ITB 1.1</b>      | <b>Name of Procuring Agency:</b><br>Dow University of Health Sciences, Karachi (DUHS)   |
| <b>ITB 1.1</b>      | <b>Name of Contract:</b><br>Hiring of Clearing Agency   |
| <b>ITB 4.1</b>      | <b>Postal Address:</b><br>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.<br>Phone No. + 92-21-99261497,<br>Email: director.procurement@duhs.edu.pk                  |
| <b>ITB 6.1</b>      | Language of the bid shall be ENGLISH.   |
| <b>ITB 7.1</b>      | The price quoted shall be in <b>Pakistani Rupee</b>   |
| <b>ITB 7.2</b>      | The price shall be fixed during the contract period.  |
| <b>ITB 8.1</b>      | Amount of bid security <b>shall not be less than Rs. 150,000/-</b> .  |
| <b>ITB 9.1</b>      | Bid validity period shall be <b>90 days</b>   |
| <b>ITB 12.3 (a)</b> | Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.  |
| <b>ITB 12.3 (b)</b> | <b>IFB/NIT Title:</b><br>Hiring of Clearing Agency<br>IFB/NIT No. DUHS/DP/2022/181 dated 22 March 2022<br>“Must bear the name of the bidder” and a warning “Do Not Opened Before the time and date of bid opening”  |
| <b>ITB 13.1</b>     | <b>Deadline for bid submission:</b><br><b>Date:</b> 12 April 2022<br><b>Time:</b> upto 11:00 Hrs.   |
| <b>ITB 14.1</b>     | <b>Date, Time and Place of Bid opening</b><br><b>Date:</b> 12 April 2022<br><b>Time:</b> 11:30 Hrs.<br><b>Place:</b> 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. |
| <b>ITB 28.1</b>     | Amount of Performance Security <b>shall not be less than Rs. 300,000/- (Two hundred fifty thousand only)</b>  |

**TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To (Name and address of Client / DUHS)

Dear Sir,

We, the undersigned, offer to provide the  (insert title of assignment)  in accordance with your IFB / NIT / Tender Document No.  (insert number)  dated  (insert date)  and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Bids sealed in one envelope.

Having examined the bidding documents including Addenda / Corrigendum Nos.  **(insert numbers & Date of individual Addendum / Corrigendum)** , the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the SERVICES / GOODS under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents.

We undertake, if our bid is accepted, to deliver the Services / Goods in accordance with the delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding. We undertake that, in competing for (and, if the award is made to us, in executing)

the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

We also confirm that the any Government organization (Federal / Provincial / Local) has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

***Authorized Signature [In full and initials]:***

***Name and Title of Authorized Signatory:***

***Name of Bidder:***

***Stamp / Seal:***

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To (Name and address of Client / Competent Authority (DUHS))

Dear Sir,

We, the undersigned, offer to provide the **(Insert title of assignment)** in accordance with your IFB / NIT / Tender Document No. **(insert number)** dated **(insert date)** and our Technical Proposal. Our attached Financial Proposal is for the sum of **(insert amount in words and figures)**. This amount is inclusive of all taxes, duties, levies, Cess, Octori etc.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Bid / Proposal and Contract execution.

We also declare that the any Government organization (Federal / Provincial / Local) has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

***Authorized Signature [In full and initials]:***

***Name and Title of Authorized Signatory:***

***Name of Bidder:***

***Stamp / Seal :***

**ANNEXURE – B**

**GENERAL COMPLIANCE CERTIFICATE**

**DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS**

**(On PKR 100/- Stamp Paper)**

Date: \_\_\_\_\_

To: *[Name and address of Employer]*

Re: Tender Reference NO. DUHS/DP/2022/\_\_\_\_\_ “HIRING OF CLEARING AGENCY”.

Dear Sir,

I/we carefully gone through the Terms & Conditions as mentioned in the above referred DUHS Tender document. I/we declare that all the provisions of this Tender are acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

*Authorized Signature [In full and initials]:*

*Name and Title of Authorized Signatory:*

*Name of Bidder:*

*Stamp / Seal :*

## **SCOPE OF WORK**

**AIM:** Dow University of Health Sciences, Karachi desires to hire well-reputed Clearing Agency / Company to provide custom clearance of its imported goods along with incidental / support / ancillary Services.

### **1. SERVICES T&Cs**

- 1.1 The clearing agent shall undertake the responsibility of clearing import consignments on behalf of the DUHS of Air Cargo / Sea Cargo / Courier Parcels and other customs related works.
- 1.2 Agency shall perform all such auxiliary and incidental services and operations as may be necessary in the course of performing the Contract and as indicated by DUHS.
- 1.3 Clearing agent should collect the clearing documents from DUHS on daily basis or as and when required.
- 1.4 The clearing agent will have to carry out customs clearing cases and other allied services efficiently and quickly since TIME is the vital element of clearing services. Clearing agent shall accomplish the cases referred to him with utmost speed and efficiency.
- 1.5 Handle and clear imports of all cargos and articles of all kinds including components, consumables, scientific & medical instruments, equipment's, spares, chemicals, hazardous & dangerous cargo, Live Stock etc. and any other cargo which may be imported by DUHS.
- 1.6 Any clarification required on any consignment will have to be referred to DUHS very promptly.
- 1.7 Agency will provide transport service / lifter / crane and any other arrangement for safe and timely delivery of shipment to the destination.
- 1.8 Instructions for clearance will be issued by DUHS giving particulars of the cargo to be cleared, name of the Vessel/BL/AWB details, Postal Parcel number, Customs Call notice and place of delivery or dispatch details along with all the relevant dispatch documents.
- 1.9 On receipt of the instructions and subject to availability of all dispatch documents as required by Port, Carriers and Customs and filling of WEBOC/ GD by Carriers/their agents, will prepare the GD and all the necessary papers and file the same with Customs and Port Trust/Airport authorities/Foreign Post Office for expeditious clearance of the consignment. If the particulars relating to the cargo furnished in the instructions are not sufficient CLEARING AGENT will take steps that are necessary for obtaining the required particulars from the authorities or bodies concerned. In the event of non-availability of any document or any document being inadequate, CLEARING AGENT will execute, at the cost of DUHS, the necessary Indemnity bond or guarantee or other documents as may be necessary for immediate clearance and obtain delivery of the cargo/shipment in the shortest possible time.
- 1.10 CLEARING AGENT shall be fully responsible for the finalization of the GD from the time they are filed with the Customs, **GD assessed provisionally should be finalized**

**within three days from the date** of clearance and any hold up for want of documents etc. for such finalization should be promptly brought to the notice of DUHS.

- 1.11 CLEARING AGENT shall maintain close day-to-day liason with DUHS with regard to the processing of the GD, CLEARING AGENT shall get done any amendments required for Marks and Numbers on GD. Regarding finalization, any difficulty experienced by CLEARING AGENT or any queries raised by Customs requiring clarifications by DUHS, should be immediately brought to the notice of DUHS. Where Customs issue instructions for drawl of samples before assessment for further test and analysis or requirements of catalogue/literature, write-up or any other data, the same should be done within 3 days keeping DUHS informed of the action and subsequent progress.
- 1.12 Whenever any short landing of cargo is noticed, CLEARING AGENT shall be required to file "Not found" notice with the Port authorities and apply within the stipulated period obtain and lodge claims on Vessel /Airline/ Courier Post Office agents with necessary documents within the prescribed time. If landing CLEARING AGENT / Customs duty in respect of short landed packages/ bundles/cargo has already been paid, CLEARING AGENT shall automatically apply for refund of proportionate/whole landing CLEARING AGENT and/or Customs duty and the matter will be perused by CLEARING AGENT, till the claim is finally settled. CLEARING AGENT will have to make good to DUHS any loss incurred due to negligence or failure on their part to take any of the above actions.
- 1.13 It is incumbent on CLEARING AGENT to examine carefully all packages of each consignment landed from Sea/Air/Courier with the respective Invoices and measurement / Packing list and whenever, during landing/unloading or clearance or at the time of delivery, any damages or loss of goods or discrepancies are noticed, CLEARING AGENT shall inform DUHS and promptly apply for survey to the Port Authorities/ Airline/ Courier agents, as the case may be, within the prescribed time limit and peruse action to obtain Survey Report and lodge the claim for obtaining compensation for the damage/losses. DUHS representative whenever necessary should be associated with the Survey. For survey purpose, CLEARING AGENT may contact Insurance Company / Port Authority, from whom we have taken Open Insurance Policy. CLEARING AGENT will be responsible to obtain proper Survey Reports co-relating correct documents/items to the relevant cases and ensure that the damaged packages are properly repacked in the presence of DUHS representative before dispatch to final destination. CLEARING AGENT will not dispatch, without repacking, any packages/ consignments unless otherwise authorized by DUHS in writing.
- 1.14 Where cargo have landed from Sea/Air Freight Units / Courier Office, but are subsequently not traceable/missing in the cargo shade CLEARING AGENT shall be required to file "Not found" Notice with the Port authorities within the statutory period. The Vassel /Airline/courier l Agents should also be notified simultaneously. When CLEARING AGENT are unable to locate such "Not found" cargo within a week, CLEARING AGENT shall employ with DUHS's consent and cost, specialized firms for locating such cargo in the cargo shade. If the cargos are found later with damages / losses / discrepancies, shipping Company /Airline/ Courier surveys and arrange for repacking as enumerated in relevant clause. If the cargos are not found within three months, CLEARING AGENT shall automatically apply for refund of proportionate/whole landing CLEARING AGENT s and/or Customs duty, if already paid, and the matter will be perused by CLEARING AGENT till the claim is finally settled.

- 1.15 After obtaining delivery, CLEARING AGENT will either move the cargo to Cargo Shade or deliver the same to DUHS Concern department or Procurement Directorate at Karachi through appropriate Transport Carrier and obtain receipt for having safely delivered.
- 1.16 CLEARING AGENT will be responsible for all losses or damages to cargo, direct or consequential for negligence or failure to exercise due care in the matter of dispatch/delivery of the cargo, CLEARING AGENT shall be held responsible in case delivery/dispatch is effected wrongly, i.e. contrary to DUHS instructions and for all losses or damages to the cargo or infructuous expenditure, direct or consequential, as a result thereof.
- 1.17 Where consignments are bulk and heavy, CLEARING AGENT will inform DUHS and the Transport Carrier specified by DUHS, the probable date of delivery at least a day or two in advance, so that the cargo could be cleared and dispatched directly from the Sea Port/Airport/Courier Office unless otherwise advised by DUHS in writing to be moved to other DUHS Site / Branches.
- 1.18 All documents pertaining to the import consignments such as AWB/Bill of Lading, Customs Invoice, Packing list, GD, WBOC copies etc. Original should be returned by CLEARING AGENT to DUHS within fifteen days from the date of effecting clearance.

## **2. MODE OF PAYMENT**

- 2.1 DUHS will arrange to pay Orders or Security deposit by cross cheque and hand over direct to the Clearing & Forwarding Agents on behalf DUHS to Shipping line /Airline/ Courier Services Offices freight CLEARING AGENT on import cargo to be handled by CLEARING AGENT, all inspection, landing, handling, carting, postal, warehouse rent/demurrage, freight CLEARING AGENT etc. and all other allied Sea Ports/Airport.
- 2.2 CLEARING AGENT will then claim the amounts, so paid, in their bills duly supported by the receipts issued by the authorities concerned, Necessary payment receipt should be promptly submitted by CLEARING AGENT in settlement accordingly. The warehouse / demurrage CLEARING AGENT will however be reimbursed by DUHS will provided there is no fault of CLEARING AGENT & provided he has taken all measures to see that items are cleared within the free time and after a free time the CLEARING AGENT has been responsible of all liable taxes and warehouse/ demurrage charges by Air Freight Units / Sea Ports authority of Pakistan.

## **3. CUSTOMS DUTY & REFUND CLAIM**

- 3.1 DUHS is exempted from payment of Customs duty. DUHS shall provide all documents necessary as per notifications. In the cases, where such documents are not available CLEARING AGENT shall try their best to clear the consignment against Indemnity Bond to be provided by us. In cases where Customs are not accepting the bond, DUHS shall pay the Customs duty “under protest”. In such case, DUHS shall apply for refund & CLEARING AGENT will have to assist us & peruse our claim with the concerned authorities at the Office of Collector of Customs/Appellate Tribunal of Customs.
- 3.2 CLEARING AGENT shall make every effort to clear consignments within the free period without payment of warehouse/demurrage CLEARING AGENT. However, in case of payment warehouse/ demurrage CLEARING AGENT, justification for the same (including date wise action taken by CLEARING AGENT) with explanatory data shall be



given by CLEARING AGENT.

- 3.3 Demurrage / Warehouse CLEARING AGENT can however be reimbursed only if there is absolutely no fault of the agent in speedy clearance of the items and only in case of situations beyond the control of the agent.
- 3.4 CLEARING AGENT shall have to clear the consignments within 72 hrs i.e. 3 days allowed by International Airport Authority of /Air Frigate Units And for Port Trust, Port Qasim i.e. Sea consignment 360 hrs i.e. 15 days, provided all the documents in original are given to CLEARING AGENT well in time. In case of any delay beyond CLEARING AGENT's shall have to give detailed justifications as to why consignments could not be cleared in time for our consideration.
- 3.5 In case of short landed and untraceable packages/cargo, CLEARING AGENT shall, inform to DUHS including Customs duty.
- 3.6 In case of port CLEARING AGENT, where amounts have been paid by CLEARING AGENT in excess of what is actually due, DUHS will have the right to admit and reimburse only such amounts which are actually due and restrict the bill amounts accordingly. The responsibility to claim refund of such amounts, i.e. amounts paid in excess of actual dues and not admitted by DUHS, from the concerned authorities shall rest entirely with CLEARING AGENT.

#### **4. SUBMISSION OF BILLS FOR PAYMENT**

- 4.1 The rates for payment to CLEARING AGENT for services rendered will be paid as per Contract.
- 4.2 Bills for the other work done will be submitted by CLEARING AGENT to DUHS as per the terms of agreement with documentary proof.
- 4.3 In respect of all CLEARING AGENT's bills, which are submitted by CLEARING AGENT to DUHS where DUHS has received all other corresponding documents payment will be made within one month of receipt provided that bills are in order and complete in all respects.

#### **5. MAINTENANCE OF RECORDS, SUBMISSION OF STATEMENTS ETC.**

- 5.1 CLEARING AGENT shall maintain the register and any other record according to the instructions of DUHS from time to time.
- 5.2 A register giving full particulars of consignments entrusted to CLEARING AGENT for import clearance, cleared and dispatched/ delivered.
- 5.3 CLEARING AGENT will have to furnish to DUHS **Monthly Progress Report** giving details such as (i) Our Pure CLEARING AGENT s Order No. (ii) Brief description of item and quantity (iii) Airway Bill No. and (iv) Date when documents are handed over to CLEARING AGENT and date of landing in Karachi (v) Date of clearance and delivery to DUHS (vi) Remarks; in case of inordinate delay in clearing the consignment, the reason for the same, Refund of excess payment & Security deposit.

#### **6. CONFIDENTIALITY**

- 6.1 The company shall ensure that all employees performing, the services during the validity of the contract agreement or thereafter, will not disclose any information whatsoever, to any person, as to be affairs of the DUHS or its personnel and as to any other matter, which may come to their knowledge by reason of performance of the services. If in the

opinion of the DUHS Management there has been any such disclosure the person concerned shall immediately be dismissed from the service of the company and other necessary action shall also be initiated with the consultation of DUHS management.

**7. RESPONSIBILITIES OF THE COMPANY**

- 7.1 In addition to the services to be performed by the company specified above, the company shall provide Local Support Services to the DUHS.
- 7.2 The company is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties.
- 7.3 The Company is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its personnel and agrees that neither the DUHS nor any of its personnel shall be held liable for either of the above in any manner.
- 7.4 The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with DUHS employees.
- 7.5 The company is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the DUHS management regarding their service matters that is the sole responsibility of the company.
- 7.6 The DUHS may refuse to accept services from any of the employees of the company, whose work has been found unsatisfactory or not in the accordance with the requirements of this document.

**8. RESTRICTION OF ASSIGNMENT / TAKE OVER**

- 8.1 The company shall not assign or sub-contract any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contacting by the company shall entitle the DUHS to terminate its services forthwith.
- 8.2 If the company makes any arrangement with or assignment in favor of its creditors or amalgamates with any other concern or his taken over, the DUHS shall be entitled to terminate its services forthwith.

*Authorized Signature [In full and initials]:*

*Name and Title of Authorized Signatory:*

*Name of Bidder:*

*Stamp / Seal:*

**FORMAT FOR QUOTING OF RATES**

**Price Schedule**

(On Bidder / Company / firm's Letterhead)

**“HIRING OF CLEARING AGENCY”**

**Tender Reference No. DUHS/DP/2022/\_\_\_\_\_**

**IMPORTANT NOTE**

1. Rate Must be quoted in term of percentage (%age) in Pakistani Rupee including all the taxes, duties, cess and levies etc.
2. Percentage shall be calculated according to the provisions of the GD amount.

| S# | Mode of Shipment       | Custom Clearance Fee / Agency Commission |                 |
|----|------------------------|--|-----------------|
|    |                        | Pak Rs. (%age)                           | Minimum Charges |
| 1. | <b>By Sea</b>          |  |                 |
| 2. | <b>By Air</b>          |  |                 |
| 3. | <b>By Courier etc.</b> |  |                 |

*Authorized Signature [In full and initials]:*

*Name and Title of Authorized Signatory:*

*Name of Bidder:*

*Stamp / Seal:*

**DECLARATION REGARDING  
DEMURRAGE FREE SERVICE BY BIDDER  
(On Rs. 100/- Stamp Paper)**

*Date:* \_\_\_\_\_

**Re: Tender Reference NO. DUHS/DP/2022/\_\_\_\_\_ “HIRING OF CLEARING AGENCY”.**

*Dear Sir,*

I/we hereby declare that I/we carefully gone through the Terms & Conditions contained in the above referred DUHS Tender. I/we hereby declare that my company / firm is willing Provide Demurrage Free Service to DUHS. I/we further certify that I'm competent officer in my company /firm to make this declaration.

***Authorized Signature [In full and initials]:***

***Name and Title of Authorized Signatory:***

***Name of Bidder:***

***Stamp / Seal:***

**DECLARATION OF ANNUAL TURNOVER  
AND INCOME TAX RETURN**

**(On Bidder / Company / firm's Letterhead)**

*Date:* \_\_\_\_\_

*To: [Name and address of Employer]*

**Re: Tender Reference NO. DUHS/DP/2022/ \_\_\_\_\_ “HIRING OF CLEARING AGENCY”.**

*Dear Sir,*

I/we hereby declare that, our firm's Annual Turnover is as follow:

| <b>F. Y. 2018 – 19</b> | <b>F. Y. 2019 – 20</b> | <b>F. Y. 2020 – 21</b> |
|------------------------|------------------------|------------------------|
| PKR _____(Million)     | PKR _____(Million)     | PKR _____(Million)     |

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last the 3 financial years i.e. 2017-18 & 2018-19 & 2019-20. Copies of ITR and Audit Reports are attached for ready reference.

Yours faithfully,

***Authorized Signature [In full and initials]:***

***Name and Title of Authorized Signatory:***

***Name of Bidder:***

***Stamp / Seal:***

**LIST OF CLIENTS**  
(On Bidder / Company / firm's Letterhead)

Date: \_\_\_\_\_

To: *[Name and address of Employer]*

Re: **Tender Reference NO. DUHS/DP/2022/\_\_\_\_\_ “HIRING OF CLEARING AGENCY”.**

*Dear Sir,*

I/we hereby mention following list of valid Clients details where our firm had provided CUSTOM CLEARING SERVICES **during the last five (05) years.**

| <b>Sr. No.</b> | <b>Client Name / End User</b> | <b>Description of Assignment</b> | <b>Name &amp; Designation of Contact Person</b> | <b>Contact Number and Email Address</b> |
|----------------|-------------------------------|----------------------------------|---|---|
|                |                               |                                  |   |   |
|                |                               |                                  |   |   |
|                |                               |                                  |   |   |
|                |                               |                                  |   |   |
|                |                               |                                  |   |   |
|                |                               |                                  |   |   |

Yours faithfully,

***Authorized Signature [In full and initials]:***

***Name and Title of Authorized Signatory:***

***Name of Bidder:***

***Stamp / Seal:***

**BIDDER PROFILE / DETAILS**  
**(On Bidder / Company / firm's Letterhead)**

|     |  |  |
|-----|--|--|
| 1.  | Registered Company Name  |  |
| 2.  | Registration License Number issued by Ministry of Interior / Home Department<br>(Attach documentary evidence)                          |  |
| 3.  | National Tax Number<br>(Attach documentary evidence)   |  |
| 4.  | General Sales Tax Number<br>(Attach documentary evidence)  |  |
| 5.  | Sindh Sales Tax Number<br>(Attach documentary evidence)  |  |
| 6.  | Registration Certificate with EOBI / SESSI<br>(Attach documentary evidence)  |  |
| 7.  | Years of Operation of Company after its Registration<br>(Attach documentary evidence)  |  |
| 8.  | Managerial Capability<br>g. Total no. of Permanent Staff<br>ii. Total No. of Contract / Project Staff<br>(Attach as separate Annexure) |  |
| 9.  | Assignment in hand (Presently)<br>(Attach as separate Annexure)  |  |
| 10. | Bank Name and Branch   |  |
| 11. | Bank Account Number  |  |
| 12. | Additional Professional Registration Details (if any):   |  |
| 13. | Physical address   |  |
| 14. | Postal address   |  |
| 15. | Telephone Number   |  |
| 16. | Fax Number   |  |

|     |  |  |
|-----|--|--|
| 17. | E-mail address   |  |
| 18. | Blacklisting / Complaint / Litigation against the firm<br>(By any govt. or other org. if any)  |  |
| 19. | Name & Address of the companies / subsidiaries and<br>associated companies, if any, with whom there is<br>collaboration or joint venture |  |
| 20. | Whether pay order, for the requisite Bid Security<br>enclosed? (Yes / No)  |  |
| 21. | Any other relevant detail  |  |

***Authorized Signature [In full and initials]:***

***Name and Title of Authorized Signatory:***

***Name of Bidder:***

***Stamp / Seal:***



**A F F I D A V I T**  
**(Must be Printed on Rs. 100/- Stamp Paper)**

**Tender Reference No. DUHS/DP/2022/\_\_\_\_\_ “HIRING OF CLEARING AGENCY”.**

We, M/s. \_\_\_\_\_ hereby undertake that:

- i.** Our company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government Organization.
- ii.** Any director or owner of our company is not awarded any punishment from any Court of Law.
- iii.** We have submitted the correct and complete information along with our bid/offer.
- iv.** If any document / information is found forged / engineered / false / fake / bogus at any stage OR any criminal proceedings found in any court of law during the contract period, DUHS has right to terminate our services immediately without assigning any reason and making any refund or payment and we may be declared as Blacklisted and the performance guarantee and payment, if any may be forfeited.

M/s. \_\_\_\_\_

Contact Person : \_\_\_\_\_

Address : \_\_\_\_\_

Tel #: \_\_\_\_\_ Mobile #. \_\_\_\_\_ Fax # : \_\_\_\_\_

Email : \_\_\_\_\_

Signature : \_\_\_\_\_ Dated : \_\_\_\_\_

Agency Seal :

**ATTESTED BY NOTARY PUBLIC**

**FORMAT OF BANK GUARANTEE.**

**BID SECURITY**

Bank Guarantee No.: \_\_\_\_\_  
Dated of issue: \_\_\_\_\_  
Valid upto: \_\_\_\_\_  
Value (Rs.): \_\_\_\_\_

To: [Name & Address of the Procuring Agency]

Dear Sir,

WHEREAS M/s. \_\_\_\_\_ (hereinafter called the Bidder) have requested us through \_\_\_\_\_ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favor in the sum of \_\_\_\_\_ (IN FIGURE) \_\_\_\_\_ (IN WORDS) against your tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_ **for Hiring of clearing Agency.**

**WE HEREBY AGREE AND UNDERTAKE:**

c. To make unconditional payment \_\_\_\_\_ to you on demand without further question or reference to the Bidder in case of withdrawal or modification of bid or any default or non-execution of the Contract or refusal to accept order by the Bidder from the date of opening of bids until the expiry of the validity of their offer.

d. To keep this guarantee in full force from (date) \_\_\_\_\_ up to \_\_\_\_\_ (date) \_\_\_\_\_ the date until which the Bidder offer is valid.

e. To extend the period of guarantee if such extension be necessary beyond the date stated in Para (ii) and as so desired by the Bidder.

Any claim arising out of this guarantee must be lodged with this Bank within the period the guarantee is valid and before the date of its expiry. After this date the guarantee will be considered null and void and should be returned to us.

Yours faithfully,

Name of the Bank: \_\_\_\_\_  
Authorized officer's Signature & Seal: \_\_\_\_\_

**FORMAT OF BANK GUARANTEE.  
FOR PERFORMANCE BOND**

Bank Guarantee No.: \_\_\_\_\_  
Dated of issue: \_\_\_\_\_  
Valid upto: \_\_\_\_\_  
Value (Rs.): \_\_\_\_\_

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 services]** (hereinafter called "the Contract").

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Dow University of Health Sciences, Karachi with a Bank Guarantee by a scheduled bank for the sum of Rs. \_\_\_\_\_ 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 Dow University of Health Sciences, Karachi 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 one month after the completion of contractual obligations by the Bidder to the Dow University of Health Sciences, Karachi for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Yours faithfully,

Name of the Bank: \_\_\_\_\_  
Authorized officer's Signature & Seal: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Sworn & Sign before me

This day of .....

**APPENDIX - III**

**INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

**[Name of Supplier/Contractor/Consultant]** hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ Consultant]** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

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

**[Name of Supplier/Contractor/Consultant]** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

\_\_\_\_\_  
**[Procuring Agency]**

\_\_\_\_\_  
**[Supplier /Contractor/Consultant]**

**FORM OF CONTRACT**  
**(Specimen Purpose only)**

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2018 between M/s. \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI (hereinafter referred to as the DUHS, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a service provider.

AND

WHEREAS the DUHS is procuring agency. The DUHS intends to Hire Clearing and forwarding services on rate contract basis, therefore, invited bids through I.F.B / N.I.T No. \_\_\_\_\_ dated \_\_\_\_\_.

WHEREAS the Contractor (successful bidder) submitted his bid vide \_\_\_\_\_ in accordance with the bid document and was selected as „successful bidder” pursuant to the bidding process and negotiation on contract prices, awarded the “Letter of Acceptance” (LoA) No. \_\_\_\_\_ to the Contractor on \_\_\_\_\_.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in:

***(Conditions of Contract) of Tender Document.***

\_\_\_\_\_  
(Signature of Contractor / Authorized Representative)  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Seal: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Officer of the DUHS)  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Seal: \_\_\_\_\_

**WITNESS – 1**

Name: \_\_\_\_\_  
CNIC #: \_\_\_\_\_  
Address: \_\_\_\_\_

**WITNESS – 2**

Name: \_\_\_\_\_  
CNIC #: \_\_\_\_\_  
Address: \_\_\_\_\_