

DOW UNIVERSITY OF HEALTH SCIENCES KARACHI



BIDDING DOCUMENT

**Single Stage - Two Envelope Bidding Procedure
As per rule 46 sub-rule 2 of SPP Rules 2010**

IFB / NIT No: DUHS/DP/2023/253-255 Dated 04 November 2023

**PROCUREMENT OF DRUGS, MEDICINES, SURGICAL
CONSUMABLES / DISPOSABLES, CONTRAST MEDIA,
LABORATORY ITEMS AND ANCILLARIES
(Ref. No. DUHS/DP/2023/254)**

NOTICE INVITING TENDER (NIT)

IFB / NIT No: DUHS/DP/2023/253-255 Dated 04th November 2023

Dow University of Health Sciences (DUHS), Karachi invites following sealed bids on CNF basis and/or DDP Basis (Excluding GST), from the Manufacturers or authorized Agents / Distributors of Manufacturers available on 'List of Active Taxpayers' of FBR for Income Tax & Sales Tax.

Name of Bid	Bidding Procedure	Tender Reference No.
Procurement of Split Type Air Conditioners with Ancillaries with Ancillaries (On DDP Basis only – Excluding GST)	Single Stage – One Envelope	DUHS/DP/2023/253
Procurement of Drugs, Medicines, Surgical Consumables / Disposables, Contrast Media, Laboratory Items and Ancillaries (On DDP Basis only – Excluding GST)	Single Stage – Two Envelope	DUHS/DP/2023/254
Procurement of Equipment / Instruments for Histopathology at Dow Diagnostic Reference & Research Lab, Karachi (on DDP / C&F)	Single Stage – Two Envelopes	DUHS/DP/2023/255

Tender fee	Rs. 2,000/- (<i>Rupees Two Thousand Only</i>) Non-Refundable
Bid security	Two percent (2%) of the total bid value.
Tender purchasing date	From the date of publishing to 22 November 2023
Deadline for submission of bids	23rd November 2023 up to 12:00 Hrs.
Bid Opening Date & Time	23rd November 2023 at 12:30 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 favor of Dow University of Health Sciences during office hours. No tender shall be sold on the date of opening of bid. Tender Notice and bidding documents are also available on the websites of Dow University of Health Sciences (www.duhs.edu.pk) and Sindh Public Procurement Regulatory Authority (<http://ppms.pprasindh.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, otherwise bid will not be entertained. DUHS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on both websites, DUHS will not be responsible of any confusion or misunderstanding in this regard.

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

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

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

Procurement Directorate at Library Block, Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
Phone No: +92-21-38771111 (Ext. 4433), Email: director.procurement@duhs.edu.pk

**Director Procurement
Dow University of Health Sciences, Karachi**

BID DATA SHEET

The following specific data shall complement, supplement, or amend the provisions in the Invitation for Bids (IFB) / Notice Inviting Tender (NIT) Instructions to Bidders (ITB) / Terms & Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in ITB / T&C.

1.	Name of Procuring Agency:	Dow University of Health Sciences, Karachi (DUHS)
2.	Name of Contract:	Procurement of Drugs, Medicines, Surgical Consumables / Disposables, Contrast Media, Laboratory Items and Ancillaries
3.	Tender Reference No.	IFB/NIT No: DUHS/DP/2023/253-255 Dated 04 Nov. 2023 (Ref No. DUHS/DP/2023/254)
4.	Bidding Procedure	Bids shall be accepted under the Single Stage – Two Envelope Procedure as per rule 46 sub-rule (2) of SPP Rules 2010
5.	Language of the bid:	English.
6.	Alternate Bid:	Not Allowed
7.	Joint Venture Bid:	Not Allowed
8.	Currency of the Bid:	The price quoted shall be in Pakistani Rupee (PKR)
9.	Bid Prices:	The quoted price shall be in PKR, Delivered Duty Paid (DDP) Basis at the consignee's end on highest / maximum discount in terms of percentage (%age) on Retail Prices of the goods. The bid prices shall be fixed during the contract period.
10.	Bid Security:	1% of Estimated Tender Cost. The Bid Security shall not be less than Pak Rs. 1,000,000/- (Rupees one million only) from any scheduled banks in the shape of Pay Order / Demand Draft / Bank Guarantee
11.	Bid Validity Period:	Bid validity period shall be 90 days .
12.	Language of Bid	Language of the bid shall be English
13.	Deadline and place of bid submission:	Date: 23 November 2023 Time: 12:00 Hrs. Place: Procurement Directorate at Library Block, Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
14.	Date, Time and Place of Bid submission and opening:	Date: 23 November 2023 Time: 12:30 Hrs. Place: Office of the Manger Supply Chain, Procurement Directorate at Library Block, Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
15.	Performance Security:	1% of Estimated Tender Cost. The successful Bidder shall furnish the Performance Security amounting to Pak Rs. 1,000,000/- (Rupees one million only) from any scheduled banks in the shape of Pay Order / Demand Draft / Bank Guarantee.
16.	Period of Contract:	A contract shall be signed with the successful bidder for a period of one year (12 months) effective from the signing of contract agreement (Extendable).

INSTRUCTIONS TO THE BIDDERS / TERMS & CONDITIONS

1. Introduction: -

- 1.1. Dow University of Health Sciences Karachi ('DUHS') is a Public Sector University founded in December 2003. DUHS has been developing a tradition of excellence in education, research and community service. DUHS offers MBBS and BDS undergraduate education, with a strong emphasis in the medical, biomedical sciences, public health, allied health sciences and business management programs. The University has one main campus, and another sub-campus located in the urban metropolitan city of Karachi, Sindh. The University has a school of Postgraduate studies, which offers postgraduate and doctoral programs in almost all academic disciplines relating to the biomedical and health sciences, including clinical diplomas in 13 specialities, Masters/MS /MPhil and Ph.D. programs in 32 different specialities, such as Master of Advanced Physiotherapy, Masters in Nursing, Master of Business Administration, with 18 specialities of the biomedical and basic sciences offered at the MPhil level, including MPhil in Biotechnology, Genetics, Microbiology, Pharmacology and Ph.D. programs in the health and allied sciences. Furthermore, the flagship MBBS program is offered through Dow International Medical College, catering to international students or overseas-sponsored students. The CPSP has also accredited the institution for FCPS training in 29 different specialities. The University has 17 Schools/Colleges and Institutes, including 9 clinical entities, and 25 other non-academic, administrative departments.

2. Scope of Work: -

- 2.1. Dow University of Health Sciences, Karachi hereinafter referred to as DUHS or Procuring Agency intends to procure Drugs, Medicines, Surgical Consumables / Disposables, Contrast Media, Laboratory Items and Ancillaries meeting the time-to-time requirements during the contract period from the eligible bidders.
- 2.2. DUHS expects that aspirant bidders should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, bidders must fill-in the Tender Form meticulously and sign & stamp each and every page. Moreover, enclose required supporting documents according to the requirement.

2. Obtaining of Bidding Document: -

- 3.1. Bidding Document containing detailed terms & conditions can be obtained at the date, time and place/address given in the Bid Data Sheet. No tender document shall be sold on the date of opening of the bid.
- 3.2. The bidding Document can also be downloaded from the Official website of DUHS i.e. www.duhs.edu.pk or Sindh Public Procurement Authority (SPPA) www.ppms.ppr.sindh.gov.pk in this situation, the bidder is required to enclose bidding documents cost of Rs. 2,000/- non-refundable as a pay order in favour of Dow University of Health Sciences Karachi.

4. Bidding Procedure: -

- 4.1. Bids are invited as per Single Stage – Two Envelope Procedure in accordance with Rule Sub Rule 2 of Rule 46 of the Sindh Public Procurement Rules, 2010.

5 Instructions to the Bidders: -

- 5.1 The bidder must read all the contents of NIT/ IFB as well as the Bidding Document and understand all the requirements. 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.
- 5.2 The bidder must ensure that the Bid Form is filled in all respects, without any confusion.
- 5.3 There should not be any overwriting, double writing, crossed, or additional conditions.
- 5.4 Rates are to be quoted clearly in digits as well as in words. In case of discrepancy, the price in words will be authenticated and final.
- 5.5 Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of the document.
- 5.6 The bidder shall examine the Bid Evaluation Criteria and insert appropriate documents in the Technical and Financial Proposal accordingly.
- 5.7 The Joint Venture or Consortium Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after a specific date and time and bids of Blacklisted firms shall be treated as rejected / non-responsive.
- 5.8 Conditional bids against the Govt. Rules/policy will not be considered/ entertained/ accepted.
- 5.9 All rules, regulations and policies will be governed by the Sindh Public Procurement Regulatory Authority and Dow University of Health Sciences, Karachi.
- 5.10 The bidder must have valid Income Tax (FBR) Registration with Active Taxpayer Status on the FBR website and must be a valid Drug Sale License holder otherwise their offer will not be considered and rejected straightaway.
- 5.11 The Bidder shall indemnify the DUHS against all third-party claims of patent, trademark, or industrial design rights infringement arising from the use of the Goods or any part thereof in the country.
- 5.12 All documents should be submitted duly paginated/ flagged and the details of the documents should also be mentioned in front of the Index.
- 5.13 **In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.**

6 Eligible Bidder:-

- 6.1 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.
- 6.2 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.
- 6.3 Bidder intends to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV) or Consortium shall not be eligible unless otherwise specified in the Bid Data Sheet.
- 6.4 The 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.
- 6.5 Bidder must be available on the 'List of Active Taxpayers' of the FBR website (for Income Tax).
- 6.6 The bidder must possess a Valid Drug Sale License.

6.7 Ensure conformity with the Scope of Work / Services / Technical Specifications given in the Tender Documents.

7 Validity of Bids: -

7.1 Bids shall remain valid for ninety (90) days w.e.f. date of opening of Technical Proposals. The bids without or less than Ninety (90) days of validity will be rejected.

8 Language of Bids: -

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

9 Bid Prices: -

9.1 The Bidder shall quote the prices on the given Price Schedule and shall sign the certificate given therein to the effect that the goods shall be provided exactly as per the requirements of the procuring agency. In case there is any deviation, it should be clearly stated by the bidder separately, describing deviation from the procuring agency's requirement, otherwise, it would be presumed that the offer is strictly following the requirement and specifications.

9.2 The quoted price/ bid should be firm, final and clearly written/ typed without any ambiguity for the entire contract period.

9.3 Bidder should quote their firm and final rates both in figures and words on the basis of discount offered in terms of percentage (%age) on **Market Retail Prices of the goods** on a free delivery basis to consignees' end.

9.4 Any discrepancy in discount shall be tantamount to a breach of contract and DUHS reserves the right to cancel further contract at any moment.

9.5 The tendered rate should be inclusive of all applicable taxes to Federal and provincial Govt. or local bodies and will be deducted from the bill of the bidder/ contractor/ supplier.

9.6 If there is no mention of taxes or calculation error, the offered/ quoted price will be considered inclusive of all prevailing taxes/ duties.

9.7 The price/ bid offer shall be entered against each item for the whole duration of the contract period.

9.8 The Procuring agency shall have the right, at his exclusive discretion, to increase/ decrease the estimated amount/ quantities of the goods without any change in quoted percentage/ unit prices or other terms and conditions during the contract period.

9.9 Bidder shall NOT CLAIM or CHARGE transportation, loading/ unloading, labour or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.

9.10 The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer/ price, if required.

10 Submission of Bids / Offers: -

10.1 Sealed bids/ offers shall be dropped in the tender box placed at the address given in the Bid Data Sheet, not later than the time and date specified in the Bid Data Sheet. The sealed bids/ offers may also be submitted by courier, however, under any circumstances, whatsoever, the sealed bids/ offers shall be reached before the deadline

for submission of the bid. Any bid submitted/ received late due to any reason whatsoever, shall not be considered at any stage and shall be returned unopened. Any claim against the bids received late shall not be considered at any stage.

10.2 Bidders are advised in their interest to take all precautionary measures for delivery of sealed bids before the deadline for submission of bid.

11 **Opening of Bids:** -

11.1 The bids shall be opened publicly within one hour of the deadline for submission of the offer/ bid in the presence of the authorized representative(s) of the bidder(s), if they wish to present at the time of opening of bids.

11.2 In case the date of opening of tender is declared as a Public Holiday by the Government of Sindh or Federal Government or a non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders/bids/offers, accordingly. The time and venue shall remain the same.

12 **Rejection / Acceptance of the Bid**

12.1 The Procuring agency may reject all bids or proposals at any time before the acceptance of a bid or proposal. The Procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, however, shall not be required to justify those grounds. The Procuring agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-25 of SPPRA Rules, 2010 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 25 of SPPRA Rules, 2010).

12.2 **The Bid shall be rejected if it is:**

- 12.2.1 substantially non-responsive in a manner prescribed in these bidding documents; or
- 12.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 12.2.3 against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or
- 12.2.4 bids qualified by vague and indefinite expressions such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected; accordingly, or
- 12.2.5 submitted by a Joint Venture or Consortium; or
- 12.2.6 unsigned, incomplete, partial, vague, ambiguous, conditional, alternative, late, telegraphic; or
- 12.2.7 with a shorter bid validity period; or
- 12.2.8 without requisite bid security; or
- 12.2.9 the bidder refuses to accept the corrected Bid Price; or
- 12.2.10 the bidder has a conflict of interest with the procuring agency; or
- 12.2.11 the bidder tries to influence the Tender evaluation / Contract award; or
- 12.2.12 the bidder engages in corrupt or fraudulent practices in competing for Contract award; or
- 12.2.13 the bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria; or
- 12.2.14 the bidder fails to meet the evaluation criteria requirements; or
- 12.2.15 the bidder has been blacklisted, suspended, or removed from the approved list by any public or private sector organization; or
- 12.2.16 the bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
- 12.2.17 there is any discrepancy between bidding documents and the bidder’s proposal i.e.

- any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
- 12.2.18 the bidder submits any financial conditions as part of its bid which are not in conformity with the tender document; or
- 12.2.19 non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility-related requirements; or
- 12.2.20 **If the rates quoted by the bidder are not workable etc.**

13 **Evaluation of Bids: -**

- 13.1 Bids/ Offers are to be evaluated by the Committee constituted by the DUHS for the purpose.
- 13.2 The Committee may seek clarification from the bidder in writing or verbally as the case may be, in case of committee deemed fit, however, any clarification shall not change the sanctity of the original bid.
- 13.3 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, according to **Clause 6**.
- 13.4 The Procuring Agency's evaluation of a bid will be on a delivered duty paid (DDP) basis inclusive of prevailing duties/taxes/levies (excluding GST).
- 13.5 Bids shall be rejected, if not responsive to the Mandatory Technical Evaluation Criteria in **Clause 13.5**.
- 13.6 Joint Venture / Consortium Bids, Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after a specific date and time and bids of Blacklisted firms shall be treated as rejected / non-responsive.
- 13.7 Alternative bids shall not be allowed.
- 13.8 The Bids/Offer shall be evaluated to conform to the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.
- 13.9 The Bids shall be evaluated on an itemized basis reflected in the Financial Proposal / Price Schedule.

14 **Technical Evaluation of the Bids:**

The following **mandatory factors/criteria** will be applied for the technical evaluation of the bids. If bidder is unable to meet even one of the following factors/criteria of mandatory requirements, his bid shall be disqualified and not considered for further evaluation. The documentary evidence must be attached by the bidder in support of his claim:

S#	Qualification Criteria / Mandatory Requirements	Yes	No
1.	Compliance to the Scope of work and required delivery schedule		
2.	Financial Bids on Bidder's Letterhead duly signed and stamped.		
3.	Copy of CNIC of signatory of the Bid Forms		
4.	Complete Bidding Document, duly signed and stamped on its each/ every page as acceptance of all terms & conditions		
5.	Compliance to bid validity period		
6.	Compliance to payment terms and conditions		
7.	Valid Sales Tax Registration with Active Taxpayer Status (if applicable)		

S#	Qualification Criteria / Mandatory Requirements	Yes	No
8.	Valid Income Tax (FBR) Registration with Active Taxpayer Status on FBR website		
9.	Professional Tax Certificate for the current financial year.		
10.	Valid Drugs Sale License.		
11.	Original Tender Purchase Receipt / Pay Order of Tender Fee		
12.	Affidavit on stamp paper of Rs. 100/- duly notarized to the effect that: i. The bidder is neither blacklisted nor suspended by any National/International, including Provincial and Federal Govt. ii. Any director or owner of the bidding company is not awarded any punishment from any Court of Law. iii. Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.		
13.	The Bid Form / Price Schedule on Bidder's letterhead shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.		
14.	Bid Security in required shape and amount shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.		
15.	List of present clients to whom bidder is supplying the Drugs / Medicines with name of contact person, cell / telephone number and address.		
16.	At least 3 Satisfactory Performance Certificates issued in favour of the bidder issued within last 12 months by the competent authority of the relevant Hospital/ Organization.		
17.	Bidder's past performance /experience for supplying the Drugs / Medicines: Ongoing or completed at least 01 contract / project of minimum period of 12 months valuing PKR 20 million or more to any Public Sector Hospital during the last 3 years. (Copy of Contract agreement or any other valid document to be attached)		
18.	Complete Income Tax Returns-FBR for last 3 years		
19.	Bidder's Average Annual Turnover in preceding three (03) financial years should not be less than PKR 100 million demonstrated through annual income tax returns.		

15 **Financial Bid Evaluation:-**

- 15.1.1 The bids not responsive to the provision given at **Clause 13 and Clause 14** shall not be eligible for financial evaluation.
- 15.1.2 The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- 15.1.3 Financial Bids/ Proposals of Technically disqualified/ rejected bidders will not be opened and sealed envelope shall be returned to the bidder.
- 15.1.4 Technically qualified/ responsive/ successful bidder(s)/Tenderer(s) shall be eligible for Financial Proposal(s).
- 15.1.5 Bids not accompanied by the Bid Security of the required amount and form shall be

rejected.

- 15.1.6 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. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during the execution/ evaluation period shall be passed to the Procuring Agency.

16 **Announcement of Bid Evaluation Report**

- 16.1 The Bid Evaluation Report shall be announced and shall be hoisted on the websites of the Authority and Procuring Agency and intimated to all the bidders at least three (3) working days before the award of the Contract.

17 **Award of Contract: -**

- 17.1 Subject to the fulfilment of all codal formalities, the DUHS will award the contract to the successful bidder whose bid has been determined to be qualified to perform the contract satisfactorily.

- 17.2 The bidder offering the **highest discount in terms of percentage on Retail Price of goods amongst other technically qualified/eligible bidders shall** be considered for acceptance of the offer provided that it fulfils the laid down terms and conditions of the tender, irrespective of their score in the previous step.

- 17.3 In case of a tie among two or more bidders in a financial bid with identical offered rates, the contract shall be awarded to the bidder having more experience in supplying the goods to the procuring agency.

- 17.4 The procuring agency reserves the right to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010.

18 **Notification of Award of Contract: -**

- 18.1 Prior to the expiration of the 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 the award will constitute the formation of the contract.

19 **Signing of Contract: -**

- 19.1 In case of award, the bidder shall sign the contract on appropriate stamp paper. All charges including payment of duty / prevailing service charges as per article 22-A (Contract) of the schedule of Stamp Act 1899 shall be borne by the successful bidder.

20 **Period of Contract: -**

- 20.1 **A Contract shall be signed for a period of one year (12 months) effective from the signing of the contract agreement,** extendable on the same rates and terms and conditions of the Contract Agreement with the consent of both parties for a further 12 months or till the finalization of the new contract, whichever come first.

21 **Bid Security / Performance Guarantee: -**

- 21.1 Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet in the shape of a 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 to the Financial Proposal. No interest will be paid on Bid Security.

- 21.2 The Bid Security of the unsuccessful bidder shall be returned after the award of the contract or within one week of the expiry of the bid.

- 21.3 The Successful bidder shall submit the Performance Security / Guarantee in the amount specified in the Bid Data Sheet in the shape of a 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.
- 21.4 The Bid Security of the successful bidder shall be returned after receipt of the Performance Security / Guarantee. However, the successful bidder can adjust the Bid Security towards the Performance Guarantee, in this situation, the successful bidder shall submit the balance amount (if any) on account of the Performance Guarantee.
- 21.5 The Bid Security / Performance Security is liable to be forfeited and the store purchased at the bidder's risk and expenses in case;
- 21.5.1 The acceptance of a bid issued during the validity period of the offer is not accepted by the bidder.
- 21.5.2 The offer is withdrawn, amended or revised during the validity period of the offer.
- 21.5.3 The contractor/ supplier fails to execute the contract strictly in accordance with the terms and conditions laid down in the contract.
- 21.5.4 The contractor/ supplier delays the supplies as per the schedule of delivery.
- 21.5.5 The contractor/ supplier refuses to deliver the goods after receiving the Acceptance or signing of the Contract in accordance with the terms & conditions laid down in the Contract
- 21.6 The Performance Security/ Guarantee of the bidder shall be returned on completion of contractual obligations.

22 **General Conditions:** -

- 22.1 A prospective bidder requiring any clarification(s) may notify to Procuring agency or an Officer authorized on its behalf in writing. The Procuring agency or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well 05 working days or more before the deadline set for the submission of bids. Copies of the Procuring agency response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).
- 22.2 The bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder's performance of services. Bids against the Government Rules and Policy, Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of the required amount and form, bids received after a specific date and time and bids of Blacklisted firms will not be considered and will be rejected.
- 22.3 The Procuring agency reserves the right to increase/ delete the estimated amount/ quantities of the goods/ services on the same rates and terms and conditions of the Contract Agreement.

23 **Special Conditions:** -

- 23.1 Stores are required to be supplied as per the requirement of the procuring agency, as and when needed on an emergency/urgent basis. The bidder may, however, give his shortest guaranteed delivery period, by which the supply will be completed positively.
- 23.2 The quoted rates once offered by the bidder shall not be changed during the contract period.
- 23.3 Printed Price List of the Manufacturer / Importer indicating Trade Price and Retail Price which should be duly signed and stamped by the Authorized person of the Firm shall be provided on request of the procuring agency to verify the rates.

- 23.4 The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the DUHS's prior written consent.
- 23.5 Any conditional, ambiguous or incomplete offer in any respect shall be ignored. No supplementary or revised offer after the opening of bids shall be entertained.
- 23.6 The bidder shall have to accept any further conditions introduced by the Government during the period of the contract.
- 23.7 The Bidder should not be blacklisted in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization. The Bidder will be debarred from the bidding process for submitting a false statement.
- 23.8 The bidder shall be responsible for storing the temperature-controlled items in the environment recommended by the manufacturer of the goods. Bidder shall ensure in writing that refrigerators must be in working condition at all times, in case of electric failure/ load shedding alternate arrangements must be available to maintain the required temperature.
- 23.9 The Bidder shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The procuring agency shall not be responsible for the expenses to be incurred on maintenance of vehicles/ equipment / Ancillaries (if any).
- 23.10 Drugs / Medicines / Goods of near expiry date, free medical physician samples and substitutes shall not be acceptable.
- 23.11 The bidder will replace the drugs, medicines, injectables etc. three months before their expiry on the request of the DUHS administration.
- 23.12 All the goods supplied shall conform to the specifications approved by the DRAP.
- 23.13 Each item shall be supplied to the Purchasing Agency in the packing and packaging unit as approved and registered by the DRAP.
- 23.14 The labels shall comply with all the requirements as laid down under the Drugs Labeling and Packing Rules 1986. The strip/ blister shall clearly indicate the expiry date of the same medicine in a clearly legible manner.
- 23.15 The items related to the category of Absorbent Cotton / Surgical Gauze / Cotton Bandages / Crepe bandage, etc. shall be supplied in strict compliance with the instructions in this regard as circulated vide Notification No. F.6-6/2005-Reg-II (south) dated 13/9/2006 by the then Federal Ministry of Health, Pakistan.
- 23.16 The supplies should be in commercial pack as per drug act 1976 and delivered at the consignees' end by the authorized representative of the firm at the risk and cost of the supplier. Any breakage or shortage of stock will be recovered from the supplier.
- 23.17 The supplier of sub-standard adulterated spurious, counterfeit, misbranded or contaminated medicine(s) item(s) etc. may be black listed by the competent authority as per judgment of the drugs court or any other authority whose decision will be final and in accordance with the offence and hence their performance security may not be released till the case is decided by the court or any other authority.
- 23.18 If goods are declared sub-standard the bidder will be bound to supply an additional quantity of the whole batch free of cost.
- 23.19 If a sample of a batch of drugs or item is declared in contravention of section 3 / 23 of the Drugs Act 1976 on the basis of the test analysis report of CDL, Karachi or on the presence of any foreign particle seen by the competent authority, those will be destroyed, and payment will not be made to the supplier. The supplier will be responsible for providing the fresh stock of standard quality within 3 days against the rejected batch. Otherwise amount equivalent to the supplied quantity of defective goods will be deducted from their bill and action will be initiated against the offending firm according to the Drugs Act. 1976 on terms and conditions of the tender, whichever is applicable.

- 23.20 The drugs shall be accompanied by the necessary warranty on Form 2-A, in accordance with the provision of the Drugs Act 1976 and rules framed there under.
- 23.21 The supplies will be made at the OJHA Campus of Dow University of Health Sciences, Karachi.
- 23.22 The supply should be executed in a minimum number of batches.
- 23.23 The bid evaluation carried out by the Committee shall be final.
- 23.24 No quoting firm would be allowed to withdraw its offer during the bid validity period.
- 23.25 Rates offered will be valid for the period of the contract (extendable) and the supplier will not be allowed to increase the rates in any case.
- 23.26 The successful bidder shall sign the Contract Agreement with the Dow University of Health Sciences, Karachi on judicial stamp paper of Rs. 1,000/- as per approved format.

24 **Shelf Life Required: -**

- 24.1 Manufacturing and expiry dates must be written on each pack. No Drug/ Medicine/ Laboratory item will be accepted having an expiry of less than 50% of shelf life.

25 **Delivery, Inspection and Acceptance of Goods: -**

- 25.1 Delivery of the goods shall be required within 3 days by the bidder.
- 25.2 In case of emergency/ urgency, DUHS may order for the supply of goods in required quantities and such supply shall be carried out within the shortest time/ period or as per the provisions of the supply order, whichever is less.
- 25.3 Any undue delay by the bidder in the performance of its delivery obligations shall render it liable to the imposition of a penalty to be decided by the procuring agency.
- 25.4 The goods received in the DUHS from the Bidder will be thoroughly inspected and examined by the competent authority to make sure that the goods received conform to the specifications laid down in the purchase order. Any deficiency pointed out by the competent authority shall have to be rectified by the Bidder free of cost.
- 25.5 Procuring Agency reserves the right to cancel any or all the items, if supplies are contrary to the requisite specification and conditions of the order.

26 **Payment: -**

- 26.1 Payment shall be made within 60 days of the acceptance of the goods.
- 26.2 Part payment against part supplies shall be permissible.
- 26.3 The following documents shall be submitted along with the Invoice:
- 26.3.1 Original Invoice in duplicate.
- 26.3.2 Copy of the Signed Contract.
- 26.3.3 Copy of Delivery Challan.
- 26.3.4 Inspection Note / Satisfactory Completion Certificate.
- 26.4 Payment of the invoices/ bills will be subject to the deduction of mandatory government taxes/levies.
- 26.5 Required documents shall be submitted, if the bidder / Supplier will claim a Tax exemption facility regarding non-deduction of Advance Income Tax.

27 **Cancellation of Contract: -**

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

28 **Termination for Default**

- 28.1 The Procuring agency without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor/ supplier, may terminate this Contract in whole or in part:
- (a) if the contractor/ supplier fails to deliver any or all of the services within the period(s) specified in the Contract or Purchase Order, or within any extension thereof granted by the Procuring agency; or
 - (b) if the contractor/ supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the contractor/ supplier, in the judgment of the Procuring agency, 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.

29 **Force Majeure**

29.1 The contractor / supplier 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.

29.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

29.3 If a Force Majeure situation arises, the contractor / supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier 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.

30 **Termination for Insolvency**

30.1 The Procuring agency may at any time terminate the Contract by giving written notice to the contractor / supplier if the contractor / supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor / supplier, 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.

31 **Termination for Convenience**

31.1 The Procuring agency, by written notice sent to the Supplier, 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 Procuring agency's convenience, the extent to which the performance of the contractor/ supplier under the Contract is terminated, and the date upon which such termination becomes effective.

32 **Redressal of Grievance: -**

32.1 In the case of a dispute between the Procuring agency and the Contractor / Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rules 31, 32 and 34 of the SPP Rules, 2010 (Amended 2019).

33 **Arbitration: -**

33.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the DUHS and CEO of the company / firm / agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties.

34 **Governing Language**

34.1 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.

35 **Applicable Law**

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

UNDERTAKING
(on Rs. 100/- Non Judicial Stamp Paper)
NIT No: DUHS/DP/2023/254 Dated 4 November 2023

1. I/ we read / understand the conditions specified in the tender inquiry and undertake:
2. That I / we will remain bound to supply any item as an additional quantity at the same rate on which said item I/ we have supplied during the contract period.
3. That I / we agree whether our bid accepted for total, partial or enhanced quantity for all or any single item.
4. I / we also agree to supply and accept the said item at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
5. I/ we understand and ensure for the supply of quality medicines. I/ we also agree to supply the 100% additional quantity without any additional charges, if the supplies/part of the supplies declared substandard.
6. I / we undertake that, if any of the information submitted in accordance to this tender inquiry found incorrect, our contract may be cancelled at any stage on our cost and risk.
7. I / we undertake to deposit the Drug Testing fees per batch to the Provincial/Central Drugs Testing Laboratories, the said-fees will be deposited directly to POL / CDL, if the assignment given to the said laboratories.
8. I/ we undertake that, I/ we will replace the drugs three month before its expiry.
9. I/ we undertake that, I/ we have never been black listed in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization.
10. I/ we undertake that, I/ we have never been involved in any litigation in the past with the Government (Federal or Provincial), a local body or a public sector organization.

11. TERMS AND CONDITIONS ACCEPTANCE CERTIFICATE

I / we, M/s. _____ is hereby confirmed that we have carefully read all terms and conditions of the bidding document and also agreed to abide SPPR-2010 Rules for **Procurement of Drugs, Medicines, Surgical Consumables / Disposables, Contrast Media, Laboratory Items and Ancillaries** during the validity of the tender.

Signature of Bidder: _____
 Name of Authorized person: _____
 C.N.I.C : _____
 Designation: _____
 Company Name: _____
 Seal & Address: _____
 Contact No.: _____
 E-mail Address: _____

WITNESS

1) Name: _____ Signature: _____
 2) Name: _____ Signature: _____

BIDDER'S PROFILE

1.	Name, Address, Telephone & E-mail of the Firm	
2.	Legal Status, Organization Structure and nature of Business	
3.	Year of Establishment <i>(Attach documentary evidence)</i>	
4.	Sales Tax Registration No. (if applicable) <i>(Attach documentary evidence)</i>	
5.	National Tax Number (NTN).	
6.	Drug Sale Licenses No. <i>(Attach documentary evidence)</i>	
7.	Whether Pay Order, for the Bid Security enclosed?	Yes [] No []
8.	No. of clients in Public Sector to whom similar services were provided <i>(Details may be attached as separate Annexure)</i>	
9.	Corporate Clientele List to whom similar services were provided <i>(Details may be attached as separate Annexure)</i>	
10.	Business setup / branches of similar nature across Karachi <i>(Attach evidence)</i>	
11.	Pharmacist <i>(Attach evidence)</i>	
9.	Cold Chain System <i>(Attach evidence)</i>	
10.	Managerial Capability a). Total No. of Permanent Staff: b). Total No. of Contract/Project Staff: <i>(Attach as separate Annexure, if necessary)</i>	a) _____ b) _____
11.	Assignment in Hand (Presently) <i>(Attach as separate Annexure, if necessary)</i>	
12.	Average Annual Turnover for last 3 years <i>(Attach Last 3 years Income Tax Returns)</i>	
13.	Banker's Name & Contact Details	
14.	Details of Contact Person	Name: Land Line Number: Cellular Number: Email Address:

Authorized Signature & Stamp

CONTRACT AGREEMENT

Tender Reference NIT No: DUHS/DP/2023/254 Dated 4 November 2023

Procurement of Drugs, Medicines, Surgical Consumables / Disposables, Contrast Media, Laboratory Items and Ancillaries

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

WHEREAS the Procuring Agency invited bids for certain services, viz., _____ **[brief description of goods and services]** and has accepted a bid by the Bidder for providing the 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 Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the General Condition & Instruction;
 - (d) the Special Conditions; and
 - (e) the Procuring Agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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

Signed/Sealed by Procuring Agency

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 time 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]

FINANCIAL BID / PROPOSAL
(PRICE SCHEDULE)

Tender Reference NIT No: DUHS/DP/2023/254 Dated 4 November 2023

**Procurement of Drugs, Medicines, Surgical Consumables / Disposables,
Contrast Media, Laboratory Items and Ancillaries**

Sr. No.	Description	Manufacturer	Discount offered in term of percentage (%age) on Market Retail Prices	
			In figures	In words
1.	Drugs, Medicines, Surgical Consumables / Disposables, Contrast Media, Laboratory Items and Ancillaries	Foreign Companies		

CERTIFICATE.

We guarantee to supply the stores exactly in accordance with the requirement to be specified by the Dow University of Health Sciences, Karachi.

Signature of Bidder: _____
Name of Authorized person: _____
C.N.I.C No: _____
Designation: _____
Company Name: _____
Seal & Address: _____
Contact No: _____
E-mail Address: _____