

BIDDING DOCUMENT

Single Stage - Two Envelope Bidding Procedure

PROCUREMENT OF PRINTING MATERIAL FOR CONVOCATION 2019

(Ref: DUHS/DP/2019/84)

NIT NO. DUHS/DP/2019/83-84 Dated 05 October 2019



DOW UNIVERSITY OF HEALTH SCIENCES (DUHS), KARACHI

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1. Background:

Dow University of Health Sciences (DUHS), Karachi intends to procure the **Printing Material** of high standard meeting our prime and basic specifications from the eligible **bidders for Convocation 2019**.

2. Objectives:

DUHS intends to engage professional bidders to procure the **Printing Material** for **CONVOCATION 2019**.

DUHS expects that aspirant bidders should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach the supporting documents according to the requirement of tender documents.

3. Venue for the Event:

Event will be organized at the Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.

4. Delivery Period:

The quantity of the ordered goods shall be delivered within 15 days or earlier from the date of issuance of supply order / contract award.

Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The datasheets, valid documentary evidences for the components as detailed herein after should be submitted by the Bidder for scrutiny.

Applicability of Sindh Public Procurement Rules, 2010 (Amended 2019)

This Bidding Process will be governed under Sindh Public Procurement Rules, 2010 (Amended 2019), as amended from time to time and instructions of the Government of the Sindh received during the completion of the project.

1. Invitation to Bid

1.1 Procurement Rules to be followed

Sindh Public Procurement Rules, 2010(Amended up to date) will strictly be followed.

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Sindh Public Procurement Rules, 2010 (Amended up to date).

1.2 Mode of Advertisement(s)

As per Rule 17 (1A)&2, this Tender is being placed online at SPPRA's website, as well as being advertised in 3 widely circulated dailies of English, Urdu and Sindhi Languages.

As per Rule 17 (4), this Tender is also placed online at the website of Dow University of Health Sciences (DUHS) Karachi. The tender document is available in the office of Director Procurement, Dow University of Health Sciences (Ojha Campus), Procurement Directorate, Library Building, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi and the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 2,000/- (Non-refundable).

1.3 Procedure of Open Competitive Bidding

Bids will be selected in accordance with the Rule 46 (2) of Sindh Public Procurement Rules, 2010, as a Single Stage – Two Envelope Bidding procedure. The bidding process will be as under:

- i. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and technical proposal.
- ii. Envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
- iii. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.
- iv. Envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.
- v. Procuring agency shall evaluate the technical proposal in manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
- vi. No amendments in the technical proposal shall be permitted during the technical evaluation.
- vii. Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicate to the bidders in advance.
- viii. Financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidder.
- ix. Bid found to be lowest evaluated shall be accepted.
- x. The envelope No.1 should contain the complete Technical Bid and undertaking for technical proposal submission.

- xi. The envelope No. 2 will contain only the financial bid and original Bid Security. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- xii. The bidder shall seal the Technical and Financial Bids in separate envelopes and keep them in a bigger sealed Envelope. The envelope shall:
 - a) Bear the name and address of the Bidder;
 - b) Bear the specific identification Name and Number of this bidding process; and
 - c) Bear the purchaser's name and address i.e. Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi and a statement: "DO NOT OPEN BEFORE," the specified time and date.
 - d) If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- xiii. The bidder must quote his price as per format. The rate(s) quoted should be inclusive of all kind of government taxes, duties, Octroi and levies (Federal / Provincial / Local).

The service provider will also sign an undertaking and attach with their offer in which the completion of supply and work will be ensured as per **Annex-A**.

2. Bidding Details (Instructions to Bidders)

The Bids shall be evaluated in accordance with the specified evaluation / eligibility / qualification / responsiveness criteria and terms & conditions of the bidding document.

All bids must be accompanied by Bid Security (Earnest Money), as per provision soft his tender document clause "Bid Security" in favor of "**Dow University of Health Sciences, Karachi**". The complete bids as per required under this tender document, must be delivered to the given address, date and time, late bids shall not be considered.

The committee in the presence of the bidders or their authorized representatives, who may like to be present, will open the bids publicly at the prescribed time, date and venue.

In case the last date of bid submission falls in / within the official holidays / weekend soft he DUHS, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods/ Items must be received in writing to the DUHS maximum 5 days prior to opening of bids. Any query received after said date may not be entertained. All queries shall be responded to within due time.

The bidder shall submit bid, which comply with the Bidding Document.

Alternative bids and options shall not be allowed, if any bidder elects to submit alternative bid(s) / proposal(s), both bids viz. ORIGINAL and ALTERNATIVE will be rejected straightaway.

The attention of bidders is drawn to the provisions of this tender document Clause regarding "**Determination of Responsiveness of Bid**" and "**Rejection / Acceptance of the Tender**" for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the DUHS. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Competent Authority (DUHS) will be permitted throughout the period of completion of the contract.

The tenderer should be fully and completely responsible for all the deliveries and deliverables to the DUHS. Bidder shall not claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight etc.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Competent Authority (DUHS) will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items / services within the specified schedule will invoke penalty as specified in this document.

The DUHS reserves the right to purchase full or part of the services or ignore / scrap / cancel the tender or any item as per relevant rules of SPPRA-2010 (Amended 2019).

Bidder shall not be allowed to alter or modify his bid after the opening of the bids. However, the procuring agency may seek and accept clarification to the bid that do not change substances of the bids.

Tenderer shall comply with all Pakistani Laws, other, permits, codes and regulations applicable to the performance of the services.

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Competent Authority (DUHS) or the Contractor.
- 3.2 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.3 "Client" means the Project lead of technical / concerned wing of the DUHS for whose particular project the Goods / Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.4 "Bidder/Tenderer" means the interested Firm/ Company/ Partnership/ individual/ Supplier/ Distributors/service provider that may provide or provides the required good /services.
- 3.5 "Commencement Date of the Contract" means the date of signing of the Contract between the Competent Authority (DUHS) and the Contractor.
- 3.6 "Contract" means the agreement entered into between the DUHS and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.7 "Contractor / Vendor" means the Bidder/Tenderer whose bid has been accepted and awarded Letter of Acceptance or for a specific item followed by the signing of Contract / Purchase & Work Order.
- 3.8 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.9 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportionable to the Goods or Services in question.
- 3.10 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.11 "Day" means calendar day.
- 3.12 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided, under the Contract.
- 3.13 "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, act so the Competent Authority (DUHS) in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.14 "Goods/Services" means items/materials/services, which the Contractor is required to supply to the DUHS under this Contract.
- 3.15 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, partnership, individual etc., having legal capacity.
- 3.16 "Prescribed" means prescribed in the Tender Document.
- 3.17 "Competent Authority" means the Dow University of Health Sciences (DUHS) or any other person for the time being or from time to time duly appointed in writing by the Competent Authority of DUHS to act as Authorized Representative for the purposes of the Contract.
- 3.18 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

- 3.19 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.20 "Works" means work to be done by the bidder / contractor / service provider under the Contract.
- 3.21 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. Notice

- 5.1 In this document, unless so the revise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Client, the same shall be:
- 5.1.1 In writing;
- 5.1.2 issued within reasonable time;
- 5.1.3 served by sending the same by courier or registered post or by email to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. Tender Scope

Dow University of Health Sciences (DUHS), (herein after referred to as "the Competent Authority of DUHS") invites requests for Proposals (hereinafter referred to as "the Tenders") for procurement of **SERVICES FOR CONVOCATION 2019** as mentioned at **Annexure - A**.

7. Tender Eligibility / Qualification Criteria

- 7.1 Eligible Bidder / Tenderer is a Bidder / Tenderer who:
- 7.1.1 has a registered / incorporate / established company / firm / company / organization / sole- proprietor etc. in Pakistan with relevant business experience of last three (03) years as on;
- 7.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those firms / companies / partnership / individual which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- 7.1.3 An Active tax payer and has valid Registration of General Sales Tax(FBR) and National Tax Number (FBR);
- 7.1.4 **have managed at least 2projects / events of similar nature for government organization / public or private sector universities during the last 5 years.**
- 7.1.5 has submitted bids for complete Lot / Group / Package basis of **Annexure-A (Technical Specifications of Goods / Services);**
- 7.1.6 Financial audited reports and Income Tax Return Forms for last three years.
- 7.1.7 is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper amounting to Rs. 100/- is mandatory);
- 7.1.8 Confirms to the clause of "Responsiveness of Bid" given herein this tender

document.

- 7.1.9 Goods and Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.
- a. “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
 - b. “Origin” shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

8. TenderCost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the DUHS shall in no case be responsible / liable for those costs / expenses.

9. Joint Venture /Consortium

9.1 Joint venture / consortium is not eligible for this tender.

10. Examination of the Tender Document

9.2 The Tenderer is expected to examine the Tender Document, including all instructions, terms and conditions. In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.

11. Clarification of the Tender Document

- 11.1 The Tenderer may require further information or clarification of the Tender Document as per the Rule 23 of SPPRA Rules, 2010.
- 11.2 Bidders should note that during the period from the receipt of the bid and until further notice from the Contact given herein this document, all queries should be communicated via the Primary Contact and in writing only.

12. Amendment of the Tender Document

- 12.1 The Competent Authority (DUHS) may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 12.2 The Competent Authority (DUHS) shall notify the amendment(s) in writing to the prospective Tenderers as per SPPRA Rules, 2010.
- 12.3 The Competent Authority (DUHS) may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per SPPRA Rules, 2010.

13. Preparation / Submission of Tender

- 13.1 The Tenderer may submit bid on complete Lot / Group / Package basis (**Annexure – A --- Technical Specifications of Goods / Services**) under this tender (bids for partial / limited items shall not be considered).
- 13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the DUHS, shall be in English.
- 13.3 The bidders shall submit technical and financial proposals under Rule 46 (2) of SPPRA Rules, 2010 “single stage two envelope bidding procedure”.
- 13.4 Technical Proposal shall comprise the following:
- 13.4.1 Technical Proposal Form duly signed and stamped by authorized representative (**Annexure-B**);
 - 13.4.2 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-F&G**)
 - 13.4.3 Original Tender purchasing receipt.
 - 13.4.4 Certificate of Company/Firm Registration/Incorporation/partnership/ individual under the laws of Pakistan.
 - 13.4.5 Evidence of eligibility of the Tenderer and the Goods / Services.
 - 13.4.6 Evidence in support of evaluation and qualification criteria.
 - 13.4.7 Evidence of conformity of the Goods / the Services to the Tender Document.
 - 13.4.8 Submission of undertaking on legal valid and attested stamp paper of Rs.100/- that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
 - 13.4.9 Valid Registration Certificate for General Sales Tax and Income Tax – FBR.
 - 13.4.10 Power of Attorney, if an authorized representative is appointed (**Annexure-E**)
- 13.5 The Financial Proposal shall comprise the following:
- 13.5.1 Financial Proposal Submission Form duly signed and stamped by authorized representative (**Annexure-C**)
 - 13.5.2 Price Schedule Financial Cost Sheet (**Annexure-D**)
 - 13.5.3 Bid Security (Earnest Money), as per provisions of the clause Bid Security of this document.
- 13.6 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:
- Technical Tender for Tender Name. [Name of Tender]
- [Name of the Competent Authority]
- [Address of the DUHS]
- [Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]
- 13.7 The Tenderer shall seal the Original Financial proposal in an envelope duly marked as under:
- Financial Proposal for Tender Name. [Name of Tender]
- [Name of the Competent Authority]
- [Address of the DUHS]

[Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]

- 13.8 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for Tender Name. [Name of Tender]

Strictly Confidential

[Name of the Competent Authority]

[Address of the DUHS]

[Name of the Tenderer] [Address of the Tenderer] [Phone No. of the Tenderer]

- 13.9 The bids shall be delivered at 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., on or before **at 11:00 am on 26 October 2019**. Late bid(s) shall not be accepted.
- 13.10 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

14. Tender Price

- 14.1 The quoted price shall be:
- 14.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
 - 14.1.2 in Pak Rupees;
 - 14.1.3 inclusive of all government taxes, duties, Octroi, levies (Federal / Provincial / Local), insurance, freight, etc.;
 - 14.1.4 including all charges up to the delivery point at the consignee's end or any designated area within the premises of Karachi.
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 Where no prices are entered against any item(s), the price of that item shall be deemed to be free of charge, and no separate payment shall be made for that item(s).
- 14.4 The tenderer shall quote the price on the given Price Schedule / Financial Cost Sheet (Annexure – D), and shall sign the certificate to effect that the services shall be provided exactly in accordance with the requirements of the procuring agency. In case there is any deviation, it should be clearly stated by the Bidder separately, describing deviation from Specifications, otherwise it would be presumed that offer is strictly in accordance with the requirement and specifications.

15. Bid Security (Earnest Money)/Performance Guarantee:

- 15.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:
- 15.1.1 **equivalent to 5%** of the total value of bid;
 - 15.1.2 denominated in Pak Rupees;
 - 15.1.3 As part of financial bid envelope, failing which will cause rejection of bid;
 - 15.1.4 in the form of a Call Deposit / Bank Draft / Pay Order issued by a scheduled bank of

Pakistan, in favour of the Dow University of Health Sciences, Karachi;

- 15.1.5 have a minimum validity period of ninety (90) days from the last date for submission of the Tender.
- 15.2 The Bid Security shall be forfeited by the DUHS, on the occurrence of any / all of the following conditions:
- 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
- 15.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Competent Authority (DUHS) during the period of the Tender validity, fails or refuses to deliver the required Goods/Items / Services or fulfill the order placed within the stipulated time period.
- 15.3 The Bid security shall be returned to the unsuccessful Tenderer after the completion of said procurement process. The Bid Security shall be returned to the successful Tenderer upon complete delivery of Goods/Items and issuance of satisfactory certificate by the team of the Competent Authority (DUHS).
- 15.4 Within seven (07) days after the receipt of LOA from the Competent Authority, the successful Bidder shall furnish the Performance Security. The value of **Performance Security shall be 05%** of the Contract Amount issued by any scheduled bank of Pakistan. The Performance Security shall be valid after the three months of completion of the assignment or any such extended period as decided by DUHS.
- 15.5 Forfeiture of Performance Security
- 15.5.1 In the event of failure to provide services as per Contract Agreement / Work Order within the stipulated period, the security deposit may be forfeited.
- 15.5.2 In that event, supply of the said services may be taken from the next lowest bidder vide the same Work Order at contractor's risk and cost without any further 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.
- 15.5.3 If any equipment/ instrument is damaged by the approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.
- 15.6 **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.

16. Tender Validity

- 16.1 The Tender shall have a minimum validity period of **NINETY (90) days** from the last date for submission of the Tender. The Competent Authority may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. Modification / Withdrawal of the Tender

- 17.1 The Tenderer may, by written notice served on the Competent Authority (DUHS), modify

or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

18. Opening of the Tender

18.1 Tenders (Technical Bids) shall be opened at 11:30 AM on the last date of submission of bids i.e. **26 October 2019** in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-41(4) of SPPRA Rules, 2010. In case the last date of bid submission falls in / within the official holidays / weekends of the Competent Authority, the last date for submission of the bids shall be the next working day.

18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Competent Authority may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

19. Clarification of the Tender

19.1 The Competent Authority (DUHS) shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Competent Authority (DUHS).

20. Determination of Responsiveness of the Bid (Tender)

20.1 The Competent Authority (DUHS) shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

20.1.1 Meets the eligibility criteria given herein in this tender document.

20.1.2 Meets the Technical Specifications for the Goods/Items/Services/Supplies;

20.1.3 Meets the delivery period / point for the Goods/Items/Services;

20.1.4 in compliance with the rate and limit of liquidated damages;

20.1.5 offers fixed price quotations as required at **Annexure-A (Technical Specifications of Goods / Services)**:

20.1.6 is accompanied by the required Bid Security as part of financial bid;

20.1.7 In compliance with the Preparation/ Submission of Tender in a manner prescribed in this tender document clause-13;

20.1.8 Confirms to all terms and conditions of the Tender Document, without material deviation or reservation.

20.2 A material deviation or reservation is one, which affects the scope, quality or performance of the Services / Goods or limits the DUHS's rights or the Tenderer's obligations under the Contract.

20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

21. Correction of errors / Amendment of Tender

21.1 The Tenders shall be checked for any arithmetic errors which shall be rectified, as follows:

21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the

Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price

Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. Penalties/Liquidated Damages:

22.1 In case of late delivery beyond the presented period, penalty / liquidated damages shall be charged @ 0.25% of the Contract/Purchase Order price for each hour delay up to 05% of the Purchase Order price. Completion time as per contract/purchase order.

23. CRITERIA FOR TECHNICAL EVALUATION OF THE TENDER

(a) Minimum eligibility criteria:

Sr. No.	Description	Requirements
1.	LEGAL	Mandatory
	a. Tender Purchase Receipt	Mandatory
	b. Registration or proof of Business (Minimum Last 3 Years)	Mandatory
	c. Valid Income Tax Registration (FBR) (Active Taxpayer)	Mandatory
	d. Valid General Sales Tax Registration (FBR) (Active Taxpayer)	Mandatory
	e. Press and Publication Declaration Certificate in favour of the bidder	Mandatory
	f. Undertaking on Rs. 100 Judicial Paper that the tenderer / bidder is not blacklisted and not involved in litigation with any of provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required.	Mandatory
g. Experience of minimum 02 projects / events of convocation in public and/or private sector universities during the last 5 years	Mandatory	
2.	TECHNICAL SPECIFICATIONS OF THE REQUIRED ITEMS (AS per Annexure-A)	Mandatory
	a. Conformity with required Technical Specification of the Items, Goods, Services given in the Tender Document.	Mandatory
	b. Samples of offered goods / material.	Mandatory

(b) Technical Evaluation Criteria

S#	Description	Ranges	Marks Division	Total Marks
1.	Average Annual Turnover during the last 03 financial years (As per ITR / Audited Statements of Accounts)	Above PKR 10 Million	10	30
		Above PKR 20 Million	20	
		Above PKR 30 Million	30	
2.	Total Assets (upto last financial year) (As per ITR / Audited Statements of Accounts)	Above PKR 03 Million	5	15
		Above PKR 05 Million	10	
		Above PKR 10 Million	15	
3.	Human Resource / Total Number of employees (supported with contracts OR appointments orders OR employee cards)	05-10 Persons	05	15
		11-20 Persons	10	
		Above 20 Persons	15	
4.	Bidder's Experience for supplying the printing material during the last 05 years in Public and Private Sector Universities / Government / Semi-Government organizations / Banks (supported with purchase order / contract award / contract agreement / advance acceptance letter / satisfactory performance certificate)	3-5 Projects	10	30
		6-10 Projects	20	
		Above 10 Projects	30	
5.	Establishment of the Firm/company/ partnership / sole- proprietor	3-5 years	5	10
		6-10 years	7	
		Above 10 years	10	
TOTAL MARKS / POINTS				100

Note:

- The Bids shall be evaluated on the basis of Eligibility Criteria and Responsiveness of bid of the bidding documents, based on the record / documentary evidence submitted by the bidder.
- The Bids shall be evaluated on complete Lot / Group / Package basis reflected at **Annexure-A(Technical Specifications of Goods / Services)**. Bids for partial / limited item(s) shall not be considered and rejected.
- The above mentioned merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
- Bidders achieving minimum 70% marks / points will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.
- Only those Financial Proposals will be announced / considered which were technically qualify by the Committee.

24. FINANCIAL PROPOSAL EVALUATION

- 24.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be eligible for Financial Proposal(s).
The Technical & Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the DUHS accordingly.
- 24.2 Bids not accompanied by the Bid Security (Earnest Money) of required amount and form shall be rejected.

- 24.3 The Price evaluation will include all duties, taxes, Octroi, Levies(Federal/Provincial/Local) and expenses etc. In case of any exemption of duties and taxes made by the Government(Federal/Provincial/Local) in favor of the Competent Authority, 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 procuring agency.
- 24.3.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 24.3.2 The bids shall be evaluated and compared on the complete Lot / Group / Package basis of **Price Schedule / Financial Cost Sheet** exclusively. Bids submitted for partial / limited items shall not be considered and rejected.
- 24.3.3 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 24.3.4 In evaluation of the price of articles/goods, which are subject to excise duty, sales services tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 24.4 The Competent Authority (DUHS) will not be responsible for any erroneous calculation of taxes and all differences arising out as above 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 execution/evaluation period will be dealt with mutual consent.

25. Rejection / Acceptance of the Bid

- 25.1 The Competent Authority (DUHS) shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) and drop the any or multiple item(s) without any change in unit prices or other terms and conditions at the time of order placement. The DUHS may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The DUHS shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The DUHS 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).
- 25.2 The Tender shall be rejected if it is:
- 25.2.1 substantially non-responsive in a manner prescribed in this tender document clause- 20; or
- 25.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 25.2.3 Against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or
- 25.2.4 Bids 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
- 25.2.5 Unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or
- 25.2.6 With shorter bid validity period; or
- 25.2.7 requisite bid security is not submitted; or
- 25.2.8 the Tenderer refuses to accept the corrected Total Tender Price; or
- 25.2.9 the Tenderer has conflict of interest with the Competent Authority (DUHS); or
- 25.2.10 the Tenderer tries to influence the Tender evaluation / Contract award; or
- 25.2.11 the Tenderer engages in corrupt or fraudulent practices in competing for Contract award; or
- 25.2.12 the Tenderer fails to meet all the requirements of Tender Eligibility /

- Qualification Criteria(Clause-7); or
- 25.2.13 the Tenderer fails to meet the evaluation criteria requirements; or
 - 25.2.14 the tenderer has been blacklisted by any public or private sector organization; or
 - 25.2.15 The tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
 - 25.2.16 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
 - 25.2.17 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document; or
 - 25.2.18 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
 - 25.2.19 If the rates quoted by vender are not workable or on higher side etc.

26. Award Criteria

- 26.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.
- 26.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

27. Letter of Acceptance

- 27.1 The Competent Authority (DUHS) shall issue the Acceptance Letter to the successful Tenderer, prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Framework Contract.

28. Award of Contract & Contract Agreement

- 28.1 Subject to the fulfillment of all codal formalities, the purchaser will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. Purchaser and Bidder will sign the Contract Agreement on the stamp paper with stamp duties as per the article 22-A (Contract) of the schedule of Stamp Act 1899. The expenditure involved on the said contract agreement will be borne by the bidder.

29. Redressal of Grievances by the Procuring Agency

- 29.1 Redressal of Grievances & settlement of dispute will be as per Rule 31 of SPPRA Rule-2010.

30. Arbitration

- 30.1 In case of any dispute, difference or 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

31. Applicable Laws

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

DRAFT CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 2019 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 / Financial Cost Sheet submitted by the Bidder,
- b. the Schedule of Requirements;
- c. the Technical Specifications of goods and services;
- d. the General Conditions of Contract;
- e. the Special Conditions of Contract;
- f. the Procuring Agency’s Notification of Award;
- g. the scope of work;
- h. the Contract; and
- i. the Bid & its clarifications.
- j. the contracted specifications

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

Witnesses

1. _____

1. _____

2. _____

2. _____

TECHNICAL SPECIFICATIONS OF GOODS/SERVICES

LOT / GROUP / PACKAGE – A

S#	Description	Qty.
01.	Printing of Invitation Cards with Envelopes Size: 5.5" x 8.25" Card: 130 gram Art Card Printing: 4 + 2 Envelope: 6" x 9", Mat Paper 105 gram, 4 Color printing	3,500Nos.
02.	Printing of Convocation Book 2018 Size: A4 No. of pages: 210 Paper: 113 gram Matt paper Printing: 4 + 4 Title Card: 300 gram Art Card with Matt Lamination Spot UV Binding: Hot Glue Binding Envelope: 90 gram Off-Set, White Color – 4 Color Printing	2,000Nos.

CERTIFICATE

It is to certify that the goods / services shall be provided exactly in accordance with the requirements of the procuring agency.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

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 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.

We remain, Yours sincerely,

Authorized Signature (Original)
(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

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 NIT / TenderDocumentNo. (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, Octroi etc.

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

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.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

PRICE SCHEDULE / FINANCIAL COST SHEET**LOT / GROUP / PACKAGE – A**
PRINTING MATERIAL

S#	Description	Unit / Qty.	Rate Per Unit (PKR)	Total Amount (PKR)
01.	Printing of Invitation Cards with Envelopes Size: 5.5" x 8.25" Card: 130 gram Art Card Printing: 4 + 2 Envelope: 6" x 9", Mat Paper 105 gram, 4 Color printing	2,500Nos.		
02.	Printing of Convocation Book 2018 Size: A4 No. of pages: 210 Paper: 113 gram Matt paper Printing: 4 + 4 Title Card: 300 gram Art Card with Matt Lamination Spot UV Binding: Hot Glue Binding Envelope: 90 gram Off-Set, White Color – 4 Color Printing	2,000Nos.		
GRAND TOTAL (PKR)				
(Rupees _____ only)				

Note:

1. The Quoted Unit Price for each individual item/unit/feet/job Rates should be lump-sum and final and must be inclusive of all kinds of applicable taxes, duties, Octroi, Levies etc.
2. The Competent Authority (DUHS) reserve exclusive rights to drop OR increase/ decrease the quantity of Items/unit/feet/job mentioned above.

CERTIFICATE

It is to certify that the goods / services shall be provided exactly in accordance with the requirements of the procuring agency.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all mean by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Competent Authority DUHS) including signing and submission of all documents and providing information/responses to (DUHS) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney) Date:

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

(To be submitted on legal stamp paper)

AFFIDAVIT

Declaration of Charges, Fees, Commission, Taxes, Octroi, Levies etc. payable by the bidder / company / firm / agency works;

M/s. _____, the service provider hereby declared that:

- (a) Its intention not to obtain the procurement _____ / services / work of any contract, right, interest, privilege, or other obligation or benefit from the DUHS or any administrative or financial office thereof for any other department under the control of the DUHS through any corrupt practice(s).
- (b) Without limiting the generality of the foregoing the bidder / company / firm / agency represents and warrants that it has fully declared the charges, fees, commission, taxes, Octroi, levies etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the DUHS directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contractor order or other obligations whatsoever from the DUHS, except that which has been expressly declared pursuant hereto.
- (c) The bidder / company / firm / agency / accepts full responsibility and strict liability for making any false declaration / statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the DUHS under any law, contract, or other instrument, be stand void at the discretion of the DUHS.
- (d) Notwithstanding any right and remedies exercised by the DUHS in this regard, bidder / company / firm / agency agrees to indemnify the DUHS for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the DUHS in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the bidder / company / firm / supplier / agency / service provider as aforesaid for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the DUHS.

Note:

This integrity pact is mandatory requirement other than auxiliary services / works.

SIGNATURE & STAMP

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public