

# **BIDDING DOCUMENT**

**IFB No. DUHS/P&D/2015/7383/85 Dated 18 December 2015**

*Single Stage – One Envelope Bidding Procedure  
Rate Contract*

**PROCUREMENT OF CARDIOLOGY & CARDIAC SURGERY  
CATHETERS / DISPOSABLES / CONSUMABLES FOR  
ANGIOGRAPHY, P.T.C.A, BYPASS ETC.**

**Reference No. DUHS/2015/7883**



**DOW UNIVERSITY OF HEALTH SCIENCES  
KARACHI**

# **INSTRUCTIONS TO BIDDER (ITB)**

## **INTRODUCTION**

### **1. SOURCE OF FUND**

- 1.1. The Procuring Agency has allocated fund for the eligible payments under the contract for which these bidding documents are issued.

### **2. ELIGIBLE BIDDERS**

- 2.1. This Invitation for Bids is open to all original Manufacturers, within Pakistan and abroad, and their Authorized Agents/Importers/Bidders/Distributors.
- 2.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3. Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Federal Govt. or Provincial Govt.
- 2.4. Bidder should not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government organization in accordance with sub **clause 36.1**.

### **3. ELIGIBLE GOODS**

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

## **THE BIDDING PROCEDURE**

### **4. SINGLE STAGE – ONE ENVELOPE PROCEDURE**

- 4.1 Bids shall be accepted under the single stage one envelope procedure defined in the **SPP Rules 2010 at Clause 46(1)**.
- 4.2 The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.
- 4.3 The bid shall comprise **two separate envelopes**. Each envelope shall contain separately the financial proposal and the technical proposal. The envelopes shall be marked as “Financial Proposal” and Technical Proposal” in bold and legible letters.

- 4.4 In Technical Bid, the bidder must provide company profile, technical bid, data sheet and Literature, catalogue of quoted items in English and all other documents, otherwise, the bid will be ignored. The technical evaluation will be done on the basis of data sheet provided by the vendor as per technical bid.
- 4.5 In Financial Bid, the vendor should mention financial offer along with a Bank Draft/Pay Order of 5% value of the quoted item, but not more than Rs. 300,000/- (Refundable).
- 4.6 The Bids shall be evaluated in accordance with the specified evaluation criteria.

## **THE BIDDING DOCUMENTS**

### **5. CONTENTS OF BIDDING DOCUMENTS**

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

### **6. AMENDMENT OF BIDDING DOCUMENTS**

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

## 7. LANGUAGE OF BID

### 7.1. Preparation of Bids

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

## 8. DOCUMENTS COMPRISING THE BID

### 8.1. The bid prepared by the Bidder shall comprise the following:

- (a) Bid Form;
- (b) Price Schedule
- (c) Documentary evidence to the effect that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (d) Documentary evidence to the effect that the goods to be supplied by the bidder are eligible goods as defined in **Clause-3** and conform to the bidding documents; and
- (e) Bid Security

## 9. BID PRICES

9.1. The prices and discounts quoted by the Bidder in the Bid Form and in the Price Schedules shall conform to the requirements specified below.

9.2. All items in the Schedule of Supply must be listed and priced separately in the Price Schedule. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.

9.3. The price to be quoted in the Bid Form shall be the total price of the Bid excluding any discounts offered.

9.4. The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form.

9.5. Bidder, if desire, to offer any good on Free of Cost (FOC) basis, or as a Donation or as Special discount. He may clearly indicate so in the Bid Form and Price Schedule.

9.6. Prices proposed in the Price Schedule Forms for Goods, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered:

- (a) Price Schedule for Goods offered from within the Purchaser's country:
  - (i) quoted on DDP basis, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the production / manufacture or assembly of goods, or on the previously imported goods of foreign origin;
  - (ii) If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of

- exemption from or reduction in the GST or other taxes during the contract period shall be passed on to the Purchaser; and
- (iii) The total price for the item.

- (b) For Goods offered from outside the Purchaser's country:
  - (i) the price of the Goods, quoted as per specified Incoterms;
  - (ii) all custom duties, sales tax, and other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the total price for the item.
- (c) For Related Services :
  - (i) the local currency cost component of the Related Services;
  - (ii) the foreign currency cost component of the Related Services; and
  - (iii) all custom duties, sales tax, and other taxes applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

9.7. Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, any tax imposed by the Govt. (Federal / Provincial) the BIDDER will be responsible for the payment of the same.

9.8. If it is proved during the contract period that Bidder has supplied the contracted item(s) to any other purchasing agency in Pakistan at the prices lower than the contracted prices, the balance amount will be deducted from the bill and / or security deposit of the contractor.

## **10. BID CURRENCIES**

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

## **11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

- 11.1. The documentary evidence of the Bidder's qualification to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
  - (a) that, in the case of a Bidder offering supply goods under the contract which the Bidder did not produce / manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Producer / Manufacturer or producer to supply the goods in the Purchaser's country;
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

- (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and / or Technical Specification; and
- (d) That the Bidder meets the evaluation & qualification criteria of bidding document.

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

- 12.1. Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its, bid documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 12.2. The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.3. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristic of the goods; and
  - (b) an item-by-item commentary on the Purchaser's Technical specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specification.
- 12.4. For purposes of the commentary to be furnished pursuant to ITB **Clause 12.3(b)** above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the Technical Specifications.

## **13. BID SECURITY**

- 13.1. The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the bidding document should not be less than 5% of total bid amount but not more than Rs. 300,000/- (Refundable). Unsuccessful bidder's Bid Security will be returned soon after approval of the successful Bidder. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the Performance Security bond, duly guaranteed by a scheduled bank.
- 13.2. The Bid Security shall remain valid for a period of at least 4 months specified in this Bidding Document.
- 13.3. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.4. The Bid Security may be forfeited:
  - (a) if a Bidder withdraws its bid during the period of bid validity; or

- (b) in the case of a successful Bidder, the Bidder fails:
  - (i) to sign the Contract; or
  - (ii) to complete the supplies in accordance with the General Conditions of Contract.

#### **14. BID VALIDITY**

- 14.1. Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 14.2. The Purchaser shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing (or by e-mail/fax), if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 14.3. The Purchaser will sign a Rate Contract with successful evaluated responsive bidders(s), which will be valid for 24 months (extendable with mutual consent).**

#### **15. ALTERNATIVE BIDS**

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

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

- 16.1. The envelopes shall:
  - a) bear the name and address of the Bidder;
  - b) bear the specific identification Name and Number of this bidding process indicated in the Bidding Document; and
  - c) Bear the purchaser's name and address i.e. Dow University of Health Sciences, Procurement Directorate, Digital Library Block, OJHA Campus, Karachi and a statement: "DO NOT OPEN BEFORE," the time and date specified in (Section-H) IFB.
- 16.2. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

#### **17. DEADLINE FOR SUBMISSION OF BIDS**

- 17.1. Bids must be submitted by the bidders and received by the Purchaser at the specified address not later than the time and date specified in IFB (Section-H).
- 17.2. The Purchaser may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the

Purchaser and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **18. LATE BID**

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

## **19. WITHDRAWAL OF BIDS**

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

## **20. OPENING OF BIDS BY THE PURCHASER**

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

## **21. CLARIFICATION OF BIDS**

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

## **22. PRELIMINARY EXAMINATION**

- 22.1. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made; whether the required sureties have been furnished; whether the documents have been properly signed and linked, and whether the bids are generally in order.
- 22.2. Arithmetical errors in a financial bid will be rectified in the following manner:
  - (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
  - (ii) If there is a discrepancy between words and figures, the amount in words will prevail.
  - (iii) If the Bidder does not accept the correction of the error, its bid will be rejected.
- 22.3. The Procurement Committee may waive any minor infirmity, non-conformity, or discrepancy in a bid if in their view, it does not constitute some material deviation,



provided that such waiver does not prejudice or affect the relative ranking of any Bidder.

- 22.4. If a bid is found substantially non-responsive, it will be rejected by the Purchaser. It can not subsequently be made responsive by the Bidder by correction of the non-conformity / discrepancy.

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

- 23.1. The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive.
- 23.2. The Purchaser's evaluation of technical proposal / bid shall be on the basis of previous performances, previous drug test reports, inspection of plant/factory/premises (if not previously conducted), previous experience, financial soundness and such other details as the Purchaser, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.
- 23.3. All Bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions setforth in these bidding documents.
- 23.4. The Bids will be evaluated on the basis of Prescribed Evaluation Criteria in this bidding document. However, the financial proposal will be evaluated on the basis of price inclusive of prevailing taxes and duties and Bid Security, being major factor, without ignoring the other relevant conditions as well.

## **24. EVALUATION CRITERIA**

### **24.1. Scope**

Local Handling and Inland Transportation: The goods will be delivered on FOR/DDP basis at Consignee's End. The bidder has to bear the risk and costs, including duties, taxes and other charges of delivering the goods thereto, cleared for importation.

### **24.2. Multiple Contract**

The Purchaser will evaluate and compare bids on Itemized basis or on the basis of a group or a combination of groups or as total of groups in order to arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidder in case of award of multiple contracts.

### **24.3. Technical Criteria**

- i. GST Registration Certificate
- ii. NTN Certificate
- iii. Detailed profile of the company and relevant experience
- iv. Detailed turn-over of at least three years
- v. Validity of Bid

- vi. Bid Security
- vii. Fulfillment of all the tender terms & conditions
- viii. Authorization Letter from Manufacturer of goods
- ix. Price Schedule
- x. Delivery Schedule offered in the bid
- xi. Evidence regarding Registration of goods with concerned authority (where applicable).
- xii. Valid Manufacturing License if manufacturer is based in Pakistan.
- xiii. Valid Drug Sales License whichever is applicable is the mandatory requirement of the bid.
- xiv. The cost of all quantifiable deviation or deficiencies from the Technical requirements as specified in (Section-B) Technical Specifications shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids. Any major quantifiable deviations from the technical requirement shall not be permitted.
- xv. The Undertaking must be enclosed with the bid that the shelf life of goods would not less than 90% in case of Imported and 95% incase of indigenous from the date of delivery by the Bidder to the Purchaser.
- xvi. An affidavit on legal stamp paper of Rs.100/- to the effect that the Bidder has not been 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.
- xvii. The Bidder must indicate the Trade name, Generic name, Registration number, packing details, Country of origin and name of the Manufacturer of each offered good in the relevant price schedule.
- xviii. Federal Drug Inspector report of the manufacturer for last 03 years (if applicable).
- xix. Provision of Lab. Test Report form authorized Drugs Testing Lab (if applicable).
- xx. Fully compliant with the required specifications AND/OR Acceptance of Sample of goods.

#### **Technical Criteria for Dental Material & Instruments**

- i. Proof of company being in operation for at least 3 years or above in Pakistan in relevant field.
- ii. Satisfactory performance certificate from the institutions with in Pakistan
- iii. Hold valid dealership certificate for Pakistan from the principal/manufacturer of the products (copy to be provided with stamp)

- iv. Valid Authorization Certificate (original) from the manufacturer/importer. Proof of agreement in case of authorization from importer.
- v. Acceptance / Approval of Samples of goods (where applicable):
  - (a) The Bidder must submit the sample(s) of quoted items on request of Procurement Committee for physical verification.
  - (b) The sample(s) must be from the most recent stocks, supported by a valid warranty in the name of the purchaser.

#### **24.4. Quality Assurance**

- (a) In the case of manufacturer of the goods, the bidder should provide a valid license issued by the regulatory authority in the country of manufacture to supply the goods as well as fill the Company Profile Performa attached in this Bidding Documents should be duly signed and stamped and submitted at the specified time of bid submission.
- (b) In the case of a bidder who does not manufacture the goods, the bidder should provide evidence of being duly authorized by the manufacturer, meeting the criteria under this document to supply the goods as well as fill the Sole Agent Performa attached in this Bidding Documents should be duly signed and stamp and submitted at the specified time of bid submission.
- (c) The goods of sub-standard or low quality material will not be considered and rejected as non-responsive

#### **24.5. Economic Criteria**

- i) Deviations from the Terms of Payment shall not be permitted.
- ii) Deviations from the Delivery and Completion Schedule shall not be permitted.

#### **24.6. Margin of Preference**

In supply, delivery and installation contracts in which there are a number of items of Goods, a margin of preference shall be granted to eligible domestically produced Goods in accordance with the PPRA Rules.

- i) The preference margin shall not be applied to the whole package but only to the eligible domestically produced Goods.
- ii) No margin of preference shall be applied to any associated services or works included in the package; and
- iii) Bidders shall not be permitted or required to modify the mix of local and foreign Goods after id opening.

### **25. QUALIFICATION CRITERIA**

#### **25.1. Size of Operation**

The Bidder should have an average annual turn over of Rs. 10 million (defined as the total payments received by the bidder for contracts completed or under execution) over the three-year period ending on the deadline for bid submission.

#### **25.2. Contractual Experience**

Minimum 10 numbers of Contracts successfully completed as main Bidder within the last five years. Value, Nature and Complexity of these contracts should be comparable to the contract to be let.

- 25.3. **Production Capacity**  
Manufacturers' minimum supply and / or production capacity should be comparable to the contract to be let, to assure that the bidder is capable of supplying the type, size and quantity of goods required.
- 25.4. **Financial Position**  
Soundness of the Bidder's financial position showing long term profitability demonstrated through audited annual financial statements / balance sheet / income statement / income tax return form / bank statement / bank certificate / Proof of GST paid for the last three years.
- 25.5. **Litigation History**  
The Bidder should not be involved in any litigation with the Government in the Purchaser's country.

## **26. CONTACTING THE PURCHASER**

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

## **27. REJECTION OF BIDS**

- 27.1. Notwithstanding anything stated here-before after the Purchaser may reject any request, communicate to a bidder, the ground for its rejection, but shall not be under obligation to justify those grounds.

## **28. RE-BIDDING**

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

## **29. ANNOUNCEMENT OF EVALUATION REPORT**

- 29.1. The Purchaser will announce the Evaluation Report and the resultant acceptance or rejection of bids at least 7 days prior to the award of procurement contract.

## **30. ACCEPTANCE OF BID AND AWARD CRITERIA**

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

## **31. PURCHASER'S RIGHT TO VARY QUANTITIES**

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

## **32. LIMITATIONS ON NEGOTIATIONS**

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

## **33. NOTIFICATION OF AWARD**

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

## **34. SIGNING OF CONTRACT**

- 34.1. While conveying acceptance of bid to the successful bidder, the Purchaser will provide the bidder Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.
- 34.2. Ten days after the official announcement of the award, both successful Bidder and the Purchaser will sign and date the contract on legal stamp paper with stamp service charges (borne by the bidder) as per the article 22-A (Contract) of the schedule of stamp act 1899. The Purchaser will issue Purchase Order as soon as the Contract is signed. In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract or fails to deliver the goods after signing the Contract, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of purchaser for a period up to 5 years. In such a situation, the Purchaser may make the award to the next lowest evaluated bidder or move for re-tender.

## **35. PERFORMANCE SECURITY**

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

## **36. CORRUPT OR FRAUDULENT PRACTICES**

- 36.1.
- (a) The Purchaser and the Bidder/Manufacturer/Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms/phrases as may apply are defined below:

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

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

1. Dow University of Health Sciences (DUHS), Karachi, invites sealed bids **for the goods reflected in the Section-B**, from the manufacturers, authorized Importers, Sole Distributors etc. regarding **RATE CONTRACT BASIS** in Pak Rupees on DDP Karachi basis AND / OR in Foreign Currency (FC) on C&F basis. **(Invitation for Bid is attached as Section-H)**
2. The General Conditions shall apply to the extent that they are not inconsistent with provisions of other parts of the Contract.
3. The goods supplied under this Contract shall conform to the standards specified in the Technical Specification **(Section-B)**.
4. The Bidder shall not without the purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern; sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be necessary, to such performance and not further or otherwise.
5. The Bids shall be evaluated in accordance with the specified evaluation criteria.
6. The committee constituted by the Procuring Agency shall inspect the quantity, specifications of goods or any other fact showing the satisfaction of the delivered items.
7. Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
8. The Bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
9. The Bidder shall permit the purchaser to inspect the Bidder's accounts and records relating to the performance of the Supply.
10. The Supplier shall provide the requisite samples (free of cost) of the product to purchase.
11. The Bidder shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination.
12. To ensure storage arrangements for the intended supplies, the Bidder shall inform the Purchaser at least two weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the time of supply, the Purchaser shall, seven days prior to such a situation, inform the Bidder, in writing, of the possible time-frame of availability of space by which the supplies could be made. In case the Bidder abides by the given time frame, he will not be penalized for delay.
13. The Purchaser or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
14. For the purpose of inspections and tests of drugs / medicines, the Bidder shall inform the Purchaser at least 15 working days in advance when all or any specific consignment / installment of goods is manufactured and ready for inspection. The inspection team shall

- inspect the quantity, specifications of goods and send samples from each batch to DTL for quality test (if necessary). The Bidder shall furnish all reasonable facilities and assistance including access to drawings and production data to the inspectors at no charge to the Purchaser. However, if the Bidder proves an undue delay in conduct of inspection on the part of Purchaser, the Bidder shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer / Bidder.
15. Soon after the supply, the samples for tests, the goods/stores shall be sealed for test/analysis from the DTL (if necessary).
  16. The Bidder will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bid / Substandard / Spurious / Misbranded / Expired. Moreover, it will replace the unconsumed expired stores without any further charges.
  17. The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Purchaser's prior written consent.
  18. The goods supplied under the Contract shall be delivered to Purchaser after the payment of all taxes and customs duty and other charges etc. Risk will be transferred to the Purchaser only after the delivery of these goods has been made to the Purchaser. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.
  19. If the goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc., even if it is of standard quality, the Purchaser may reject the goods, and the Bidder shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within 15 days from the date of communication of decision to the Manufacturer / Bidder by the concerned authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for two years
  20. **Bids for "RATE CONTRACT" should be submitted with a forwarding letter along with one soft copy through the e-mail on procurement@duhs.edu.pk of the total document to be enclosed with the offer.**
  21. The Rate Contract will be valid for 24 months (extendable with mutual consent) or till the finalization of new contract.
  22. 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.
  23. The goods shall be supplied on "DDP" basis or "C&F" basis at the Dow University of Health Sciences, Karachi as per Schedule of Requirements on the risk and cost of the Bidder. Insurance (C&F Basis) and Transportation including loading/unloading of goods (DDP Basis) shall be the responsibility of the Bidder.
  24. The bidder will be required to provide to the Purchaser incidental services the cost of which should be included in the total bid price.
  25. Goods shall have the shelf life not less than 90% in case of Imported and 95% in case of Indigenous from the date of delivery the Bidder to Purchaser.



26. The Purchaser shall promptly notify the Bidder in writing of any claims arising out of this warranty.
27. Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirement / Contract Award.
28. Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
29. In case of late delivery, even for reasons beyond control, penalty will be imposed upon the Bidder / Producer / Manufacturer. The Purchaser may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.
30. The bidder shall not be liable for forfeiture of its Performance Guarantee/Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such event may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the force Majeure event.
31. The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
32. If after 30 days from the commencement of such informal negotiations, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
33. In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.
34. The goods shall be accompanied by a manufacturer standard warranty / Shelf Life. The purchaser shall promptly notify the bidder in writing of any claims arising out of this warranty.
35. All bids must be submitted properly sealed envelope addressed to Director Planning & Development, Dow University of Health Sciences, SMC Campus, Baba-e-Urdu Road, Near Civil Hospital, Karachi duly indicating the Invitation for Bids (IFB) Number, Date & Time of opening of bids as well as name, address and phone number(s) of the bidder.

36. The quoted Prices should be:
  - a. In Pak Rupees on DDP Karachi basis including all the taxes and other charges (free delivery at consignee's end).
  - b. In Foreign Currency on C&F Karachi basis.
37. Bidder should quote their firm and final rates inclusive of all the taxes and Misc. Charges (if applicable) in the prescribed Price Schedules attached as **Section-I** (for DDP offer in Pak Rs.) and **Section-J** (for C&F offer in Foreign Currency) without changing them.
38. Any offer not received as per terms and conditions of the Bid Document is liable to be ignored. No offer shall be considered if:
  - i. Received without original bidding document purchase receipt.
  - ii. Received without prescribed Bid Security.
  - iii. Received after the time and date fixed for the bid opening.
  - iv. Price not quoted on the prescribed Price Schedules i.e. Section-I and / or Section-J.
  - v. Received unsigned Bid.
  - vi. Received Ambiguous Bid.
  - vii. Received Conditional Bid.
  - viii. Offer is from a firm blacklisted, suspended or removed from the approved list.
  - ix. Offer is received through telegram.
  - x. Offer received with shorter bid validity period as prescribed in this Bidding Document.
  - xi. Offer not confirming the technical specifications reflected in Section-B.
  - xii. Received without Authority Letter of the Manufacturer (where applicable).
  - xiii. Received without evidence regarding Registration of goods with MOH or Concerned Authority (where applicable).
39. No over writing, any cutting, crossing etc., appearing in the offer is acceptable.
40. All the documents should be authenticated / certified (sealed and signed) by the bidder.
41. The purchaser reserves the right to purchase full or part of the stores.
42. The Procuring Agency may reject all or any bids subject to the relevant provisions of PPRA Rules.
43. The Bid Security/Performance Security is liable to be forfeited and the store purchased at bidder's risk and expenses in case;
  - (a) The acceptance of bid issued during the validity period of the offer is not accepted by the bidder.
  - (b) The offer is withdrawn, amended or revised during the validity period of the offer.
  - (c) The contractor fails to execute the contract strictly in accordance with the terms and conditions laid down in the contract.
  - (d) The contractor delays the supplies as per schedule of delivery time.
  - (e) The contractor refuses to deliver the goods after receiving Acceptance or signing of contract in accordance with the terms & conditions laid down in the contract.
44. The purchaser reserves the right to claim compensation for the loss caused by the delay in the delivery of the stores.
45. Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

46. The Purchaser may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Bidder, terminate this Contract in whole or in part if:
  - (a) The bidder fails to deliver goods within the period(s) specified in the Schedule of Requirement, or within any extension thereof granted by the Purchaser;
  - (b) The Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Purchaser; and
  - (c) The Bidder, in the judgment of the Purchaser, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.
  
47. The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In that event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right or remedy, which has accrued or will accrue thereafter to the Parties.
  
48. The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
  
49. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

## SPECIAL CONDITIONS & INSTRUCTIONS

1. Bids should be addressed to the Director Planning & Development, Dow University of Health Sciences, DMC Campus, Baba-e-Urdu Road, Karachi.
2. The bids will be evaluated on the basis of Prescribed Evaluation Criteria in this bidding document.
3. The Bid Security shall remain valid for a period of 4 months.
4. Price of all items should be reasonable. The prices once offered by the firms will not be changed during the contract period. Documentary proof by the competent authority should be submitted along with the bid or price quoted. All documents should be produced for imported items as well.
5. Price of quoted items should not in any case be more than the existing and local market. Printed price list of the Manufacturer/Importer indicating Trade Price and Retail Price should be attached. The prices once offered by the firms will not be changed during the contract period.
6. Bidders are to be submit by the Manufacturers/Importers or their duly authorized agents / distributor. An undertaking has to be given by the importers and authorized agents that the supply would be made available within 15 days after placing the order for local supply only. Imported items will be made available through L/C or after importing the items within 60 days.
7. As far as possible, all supply will be made by the actual manufacturers directly or nominate their authorized distributors. If the manufacturers has nominated the authorized agent, any penalty in case of breach of terms and conditions will be levied on the agent but the distributors may not be nominated/changed after finalization of the tender throughout the tender period. In exceptional case changes may be approved by the tendering authority.
8. Bids should be accompanied by BID SECURITY 5% of total Bid Amount, but not more than Rs. 300,000/- (Refundable), in shape of Pay Order / Bank Draft / Call Deposit / Bank Guarantee from any schedule bank in favor of the “DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI” and shall be attached with the bid, without which no bid will be accepted. Please write on back of Bid Security the Name of Bidder and Tender Number.
9. The Bid Security shall be returned to the unsuccessful bidders, within a reasonable period. However, the Bid Security in respect of the successful bidders will be returned after submission of Contract & Performance Security.
10. The Successful bidder will be required to submit **Performance Security** in shape of pay order/deposit at call / bank guarantee @ 5% of the total value of order, from any of the schedule banks, in name of Dow University of Health Sciences, Karachi within seven (07) days which will be kept with DUHS till the end of the tender period. The Performance Guarantee/Security Form is provided in the bidding documents.
11. The goods received in the Dow University of Health Sciences, Karachi from the Bidder will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the tender documents and which have been approved by the Procurement Committee for procurement. The committee will submit its inspection report, any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost.

The sample of the drugs will be drawn from the supplied goods by the concerned Inspector of Drugs for test and analysis purpose under Drugs Act 1976.

The successful bidder shall pay the testing fees directly to the Drug Testing Lab. for the batches to be supplied and should supply extra quantity of drug(s) used for testing purpose.

If a sample of a batch of drug or item is declared in contravention of section 3/23 of drugs act 1976 on the basis of test analysis report or on presence of any foreign particle seen, those will be destroyed and payment will not be made to the supplier. The supplier will be responsible to provide the fresh stock of standard quality within 45 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 bidder according to the Drugs Act. 1976 or terms and condition of the bidding document, whichever is applicable.

## 12. **DELIVERY AND DOCUMENTS**

### a. ***For Goods supplied from within the Purchaser's country:***

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

- (i) Original copies of Delivery Note (Challan) (in duplicate) showing item's description, make, model, quantity, producing / manufacturing and expiry dates (if any).
- (ii) Original copies of the Bidder's invoices (in duplicate) showing warranty, item's description, make, model, quantity, per unit cost, and total amount.
- (iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing item's description, quantity, per unit cost (without GST), amount of GST and total amount (with GST).
- (iv) Producer's / Manufacturer's or Bidder's warranty certificate.
- (v) Inspection certificate issued by the nominated inspection committee / Bidder's factory inspection report.
- (vi) Certificate of origin.
- (vii) Manufacturer / Importer of goods should submit Lot Release certificate issued by Federal Govt. Analyst National Control Laboratory for Biological (NCLB) (where applicable).
- (viii) Manufacturers & Importers will furnish the Bill of Warranty and Quality Certificate of each batch for ordered goods.

### a. ***For Goods supplied from abroad as per INCOTERM C&F Karachi:***

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

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

- (i) 04 copies of the Bidder's Invoice showing the description of the Goods, quantity, unit price, and total amount.
- (ii) Original and 04 copies of the negotiable, clean, on-board bill of lading / air way bill market "freight prepaid" and 04 copies of non-negotiable bill of lading / air way bill.
- (iii) 04 copies of the packing list identifying contents of each package.
- (iv) Insurance certificate.
- (v) Producer's / Manufacturer's or Bidder's warranty certificate

- (vi) Inspection certificate, issued by the nominated inspection agency / Bidder's factory inspection report.
- (vii) Certificate of origin.
- (viii) Manufacturer / Importer of goods should submit Lot Release certificate issued by Federal Government Analyst National Control Laboratory for Biological (NCLB) (where applicable).
- (ix) Manufacturer & Importer will furnish the Bill of Warranty and Quality Certificate of each batch for ordered goods.  
The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Bidder will be responsible for any consequent expense.
13. The goods supplied under the contract shall be on DDP / C&F basis at consignee's end under which risk will be transferred to the Purchaser only after it has taken delivery of the goods. Hence insurance coverage is Bidder's responsibility and they must arrange for it.
14. Dispute resolution mechanism to be applied shall be as follows:  
In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.
15. In case deliveries are not completed within the time frame specified in the Schedule of Requirement / Contract, a Show Cause Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee/Security to the extent of non-delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids.
- The liquidated damage shall be 0.5% per week of part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the purchaser shall rescind the contract, without prejudice to other courses of action and remedies open to it.
16. The bidder shall supply the goods as per tender requirement in commercial packing along with complete literature (Leaflet).
17. **As per instructions of Ministry of Health vide Letter No. F.10-6/2001-I&E dated April 6, 2002, following words shall be printed prominently on product in red color, in English and Urdu:-**  
**“NOT FOR SALE”**  
**“PROPERTY OF DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI”**
18. The language of this Contract shall be English.
19. The contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.
20. Bidders can quote only one alternate for each item. Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt and prescribed Bid Security in case they want to submit more than one alternate offer for any item. All the

bids with multiple alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security are supposed to be rejected.

21. Bidders, whose bids are accepted, shall have to sign a written contract with the University attached in (Section-C) on the Rs. 100/- judicial stamp paper with stamp service charges (cost to be borne by the bidder) as per the article 22-A (Contract) of the schedule of stamp Act 1899.
22. All supplies should be made within the stipulated period. Bidders failing to deliver the stores within prescribed time shall face forfeiture of Security Deposit and / or imposition of L.D Charges @ 2% per month or a part of the month shall be charged from the amount of Bill OR Security Deposit OR through crossed cheque.
23. The bidder, which refuse to pay penalty / liquidated damages shall be removed from the list of approved bidders.
24. Bidding document purchase receipt must be enclosed in original with the offer.
25. Specific mention should be made of whether the delivery will be ex-stock or will have to be imported and how much time will be required for delivery after placing the supply order.
26. Warranty period of one year or manufacturer's standard warranty whichever is more shall be required.
27. The Bidder shall quote the bids on the attached Price Schedules format, and shall sign the certificate given therein to the effect that the store shall be supplied exactly in accordance with the requirements as specified in "Technical Specification". In case there is any deviation, it should be clearly stated by the Bidder, otherwise it would be presumed that offer is strictly in accordance with the requirement and specifications.
28. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
  - (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
29. All offers must be typed / computer printed on prescribed format. No hand written offer will be acceptable.
30. The purchaser has the right to change the specification and any term and condition at any time without assigning any reason.
31. No quoting firm would be allowed to withdraw its offer during the bid validity period.
32. Against indigenous stores Bidders who are manufacturers must indicate name and address of the source in Pakistan from where they intend to supply the stores. Other than

manufacturers bidders must enclose certificate from their manufacturer as under, failing which the offer shall be ignored:

33. 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.
34. The rates should be quoted on the basis of accounting unit specified in the “Technical Specification”.
35.
  - a) A certificate should be given by the bidder that they will be responsible for the free replacement of stores if the same is found to be substandard and / or at variance with the specification given in the bidding document. In case similar store offered is at variance with the specification given in the bidding document, the bidder must clearly identify variations in their offer. If the specifications of offered stores are superior to the one specified in the bid document enquiry shall, however, be acceptable.
  - b) The bidder should submit a guarantee certificate that the items they will supply are new and the supplier is fully responsible for any wrong shipment or supply etc. and also replace near expiry and already expired items as and when required.
  - c) Where offers have been invited for specified brands, offers for other brands shall not be acceptable.
36. Bidder shall be bound to submit the sample(s) of quoted items (free of cost) for physical verification. The sample(s) must be from the most recent stocks, supported by a valid warranty in the name of the purchaser.
37. Bidder will replace the un-consumed stock at any stage if it expires.
38. The prices should be quoted on the attached Price Schedules **Section-I** and / or **Section-J** and a soft copy of the quoted items should also be submitted with the offer on the e-mail address: [procurement@duhs.edu.pk](mailto:procurement@duhs.edu.pk)
39. The rate awarded will be the firm & final and if at any stage, any tax is imposed by the Govt. (Federal / Provincial) the contractor will be responsible for the payment of the same.
40. The contractor shall have to accept any further conditions introduced by the Government during the period of contract.
41. The purchaser reserves the right to enhance / reduce the quantities and / or delete any item and his decision in case of any dispute will be final and cannot be challenged at any forum.
42. The shelf life of imported items must not be less than 90% and in case of local items 95% at the time of delivery.
43. The bidder shall ensure that the goods will be stored by them in proper cold storage at their own expenses to protect them from exposure to light, heat and any other adverse effect (where applicable).
44. Test / Analysis (if required) charges will be borne by the bidder / contractor, irrespective of the result sample.



45. If the supplies are not made within the prescribed delivery period, purchase will be made at the risk and cost of the bidder / contractor.
46. If sample is rejected, offer will stand rejected automatically.
47. The supplies will be made at the OJHA Campus of Dow University of Health Sciences, Karachi on the suppliers risk and cost. Any breakages or shortage of stock will be recovered from the suppliers. Undertaking must be submitted for recover of any breakage or shortage.
48. If it is proved during the contract period that contractor has supplied the contracted item(s) to any other purchasing agency in Pakistan at the prices lower than the contracted prices, the balance amount will be deducted from the bill and / or security deposit of the contractor.
49. All purchases shall be made from the manufacturers, authorized Importers, Sole Distributors etc.
50. In the case of a Bidder offering to supply goods under the contract which was not manufacture or produce by them, a valid authorization letter to be issued by the manufacturer or its Sole Agent / Distributor / Authorized Dealer in favor of bidder must be enclosed with the bid.
51. The bidder shall enclose catalogue / brochure / leaflet / literature / price list and other technical data, in respect of goods offered by them.
52. Specification with detail of items with catalogue, Name of manufacturer, Country of Origin, Registration number must be mentioned in technical bid against each item for which quotation is given, otherwise tender will not be considered.
53. The contractor / supplier will provide certificate from excise and taxation department that he has cleared all professional taxes and at the time of payment the contractor will have to provide such certificate.
54. The firm shall pay Income Tax / GST or provide valid exemption from the concerned taxation authority.
55. Photocopies of valid registration in Income Tax Department and Sales Tax Department under Sales Tax Act 1990 should be enclosed with the Bid.
56. The bidders not registered with Sales Tax and Income Tax Registration Authorities will not be considered and their offer will be rejected as non-responsive.
57. The bidder shall be bound to provide copy of General Sales Tax paid challans against contracted stores (if applicable).
58. **Last year paid Income Tax Certificate should be submitted along with technical bid.**
59. Proof for the payment of custom duties and paid taxes must be attached at the time of delivery of all items otherwise payment will not be released and tender will be rejected outright.
60. An affidavit on legal stamp paper of Rs. 100/- to effect that the Bidder has not been 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.

61. The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:
  - i. For Goods supplied from within the Purchaser's country:*
    - (a) Payment shall be made in Pak Rupees.
    - (b) The payment will be made to the Bidder within 30 days of the receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respect and signed and stamped by the Inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specifications laid down in the bidding documents.
  - ii. For Goods supplied from outside the Purchaser's country:*
    - (a) The Purchaser shall pay the Bidder or its Principal through irrevocable letter of credit opened in favor of the Bidder or its Principal in a bank in its country upon submission of all the requisite documents.
    - (b) Bidder will bear all the additional bank charges inside and outside the purchaser country on account of Confirmation of L/C etc., if he desire to establish a Confirmed L/C or intends to incorporate any additional clause.
62. The bidder shall only import the goods ordered by the DUHS, no other goods / quantity will be imported in the same consignment.
63. The bidder will submit the recent “**Proforma Invoice**” along with “**Insurance Cover Note**” for establishing the L/C. The validity of proforma invoice should be 90 days.
64. One Set of the shipping documents should be sent immediately to the consignee (DUHS), so the necessary documentation for its clearance from the Pakistan Customs can promptly be arranged. Otherwise, any financial loss to be occurred will be transferred to the bidder.
65. The stores shall be suitable packed to resist damage in transit from bidder's warehouse to the Consignee's premises. If goods will be damaged due to insufficient or defective packing, the bidder shall be responsible for that loss.
66. All Clearing and bank charges within the purchaser country will be borne by the Dow University of Health Sciences, Karachi.
67. Free Installation / Demonstration at Consignee's end shall be confirmed by the bidder, where necessary.
68. In case, the bidder fails to execute the purchase order strictly in accordance with terms and conditions laid down in the tender the performance security shall be forfeited and the store will be purchased on supplier's expense.
69. In case of L/C contract 10% of the total amount must be deposit (Refundable) in the name of Dow University of Health Sciences, Karachi as Security Amount.
70. The competent authority will blacklist the firm/importer and distributor for supply of substandard items, incomplete supply, late supply, inferior quality supply, short supply or wrong supply etc., and hence their performance security will not be released and amount will be forfeited in the Dow University of Health Sciences, Karachi account, which will be considered as final.

71. After finalization of the tender, procuring agency will intimate the tenderer regarding approval of their items and they will acknowledge receipt letter for acceptance of the contract award.
72. **Rate Contract is valid for 24 months (extendable with mutual consent), supply order what so ever convenient to the Institute will be given after awarding contract. Once tender accepted by the competent authority cannot be withdraw within the contract.**
73. The tenderer will assure us for the policy of replacing the items.
74. The Procuring Agency reserve the rights to increase or decrease the quantity mentioned in the tender.
75. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
76. The procuring agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least seven days prior to the award of procurement contract.
77. Contract will be awarded to only Manufacturers, pre-qualified, registered firms and their local agents. Bidders who have not provided complete papers as required will not be considered.
78. The rates should be quoted in C&F basis (in foreign currency) & DDP basis (in Pak Rs.) separately for all items and valid upto 24 months.
79. The quoted items must be approved by Country of Origin's regulatory Authority and they are used for local population (please attached the copy of certificate of registering body).
80. The mentioned documents in **DATA SHEET** should be submitted along with technical bid.
81. Defaulter in previous tender will not be considered in any case.
82. It is also very important that a soft copy (CD) of the quoted typed items must be provided as per technical bid sheet with technical bid for urgent processing of the tender.
83. After finalization of tender procuring agency requires signing of a written contract agreement on Rs. 100/- stamp paper duly attested by Oath Commissioner from the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place with a reasonable time. Provided that where the coming into force of a contract is contingent upon fulfillment of certain condition or conditions, the contract shall take effect from the date whereon such fulfillment takes place.
84. The decision of the procuring agency will be final and binding.

**85. NOTICES**

***i. Purchaser's address for notice purposes:***

Dow University of Health Sciences, Baba-e-Urdu Road, Near Civil Hospital, Karachi.

Phone No. +92-21-99215754-7 (EXT. 190 & 191)

Fax No. +92-21-99215763

E-mail: [procurement@duhs.edu.pk](mailto:procurement@duhs.edu.pk)

***ii. Bidder's address for notice purposes:***

Name of Bidder: \_\_\_\_\_

Name of Contact Person & Designation: \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Mobile Phone No: \_\_\_\_\_

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

**SCHEDULE OF REQUIREMENT**

**1. *For Goods supplied from within the Purchaser's Country:***

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

**2. *For Goods supplied from outside the Purchaser's country:***

The entire quantity of the ordered supplies shall be received within 60 days or earlier from the date of establishment of letter of credit.

**TECHNICAL SPECIFICATION  
(GROUP “1”)**

Item No.	Description of Goods	Unit	Unit Cost (DDP)	Unit Cost (C&F)
1	Membrane circulation system (Blood Oxygenators) complete set with custom tubing pack as per approved specification of DUHS (long tubing)			
2	Mechanical Heart Valve Aortic 20, 21, 23, 25mm, (Bi leaflet)			
3	Mechanical Heart Valve Mitral 27, 29, 31mm (Bi leaflet)			
4	A. Conduit Heart Valve All sizes			
5	B. Conduit only			
6	Dacron Fabric for ASD 6”x6”			
7	Dacron Fabric for VSD 6”x6”			
8	Teflon Felt 6”x6”			
9	Vascular Graft 8,7,6,5,4mm x 70cm or more			
10	Valvoplasty Ring			
11	Tissue heart Valve (Bovine)			
12	Tissue Patches all sizes			
13	PTFE Sutures			
14	Coronary Shunts for Beating Heart Surgery			
15	E.P cordial Lead for P.P.M.			
16	Knitted Polyester Vascular Graft No, 16mm to 26mm			
17	Sternal Bands			
18	Borine Composite Graft for Aortic root Replacement			
19	PTFE Libular Graft No. 16mm to 24mm			
20	BI Pap			
21	C Pap			
22	Blood Oxygenator with Tubing Set for Neonates, Infants and small children.			
23	PTFE Patch/membrane			
24	PTFE Tube 4mm dia” to 28mm dia”			
25	Disposable Kit for Suprapubic urinary Catheter			
26	Forgery’s Catheter for embolectomy			

## (GROUP "2")

Item No.	Description of Goods	Unit	Unit Cost (DDP)	Unit Cost (C&F)
1	Aortic ROOT Cannula 12 FR, 350mm			
2	Aortic Cannula 14 FR, 350mm			
3	Aortic Cannula 16 FR, 350mm			
4	Aortic Cannula 18 FR, 350mm			
5	Aortic Cannula 20 FR, 350mm			
6	Aortic Cannula 22 FR, 350mm			
7	Aortic Cannula 24 FR, 350mm			
8	Aortic Cannula 26 FR, 350mm			
9	Aortic Cannula 28 FR, 350mm			
10	Venous Cannula 12 FR			
11	Venous Cannula 14 FR			
12	Venous Cannula 16 FR			
13	Venous Cannula 22 FR			
14	Venous Cannula 24 FR			
15	Venous Cannula 26 FR			
16	Venous Cannula 28 FR			
17	Venous Cannula 30 FR			
18	Venous Cannula 32 FR			
19	Venous Cannula 34 FR			
20	Venous Cannula 36 FR			
21	Vent Catheter 12 FR W/O Wire			
22	Vent Catheter 13 FR W/O Wire			
23	Vent Catheter 16 FR W/O Wire			
24	Vent Catheter 18 FR W/O Wire			
25	Vent Catheter 20 FR W/O Wire			
26	Vent Catheter 22 FR W/O Wire			
27	Right angle Venous Cannula 3/8"(dia) 24 Fr			
28	Right angle Venous Cannula 3/8"(dia) 26 Fr			
29	Right angle Venous Cannula 3/8"(dia) 28 Fr			
30	Right angle Venous Cannula 3/8"(dia) 30 Fr			
31	Right angle Venous Cannula 3/8"(dia) 32 Fr			
32	Right angle Venous Cannula 3/8"(dia) 34 Fr			
33	Disposable connector 3/8 x 3/8 x 1/2 with luer lock			
34	Disposable connector 3/8 x 3/8 x 3/8 with luer lock			
35	Disposable connector 3/8 x 3/8 x with luer lock			
36	L. V. Vent 10Fr			
37	Aortic Root Cannula short tip 18Fr			
38	Aortic Root Cannula long tip 18Fr			
39	Aortic Root Cannula 16Fr			
40	Venous Cannula with 3/8 Connector & Rt. Angle Standard Tip 12 Fr			
41	Venous Cannula with 3/8 Connector & Rt. Angle Standard Tip 14 Fr			
42	Venous Cannula with 3/8 Connector & Rt. Angle Standard Tip 16 Fr			
43	Venous Cannula with 3/8 Connector & Rt. Angle Standard Tip 18 Fr			

Item No.	Description of Goods	Unit	Unit Cost (DDP)	Unit Cost (C&F)
44	Venous Cannula with 3/8 Connector & Rt. Angle Standard Tip 20 Fr			
45	Venous Cannula with 3/8 Connector & Straight Tip 16 Fr			
46	Venous Cannula with 3/8 Connector & Straight Tip 18 Fr			
47	Venous Cannula with 3/8 Connector & Straight Tip 20 Fr			
48	Venous Cannula with 3/8 Connector & Straight Tip 22 Fr			
49	Cardioplaga Cannula (antegrade) Malliable			
50	Cardioplaga Cannula (Retrgrade) Inflatable			
51	Connector 3/8 x 1/4 x 1/4 with luer-lock			
52	Connector 1/4 x 1/4 x 1/4 with luer-lock			
53	Connector 3/8 x 1/4 with luer-lock			
54	Conector 1/4 x 1/4 with luer-lock			
55	Peads Hemo Concentrator			
56	Venous Cannula Metal Tip 12 Fr,			
57	Venous Cannula Metal Tip 14 Fr,			
58	Venous Cannula Metal Tip 16 Fr,			
59	Venous Cannula Metal Tip 22 Fr,			
60	Aortic Cannula 10 Fr Straight Tip			
61	Aortic Cannula 12 Fr Straight Tip			
62	Aortic Cannula 14 Fr Straight Tip			
63	Aortic Cannula 16 Fr Straight Tip			
64	Arterial Catheter (Seldinger Technique) Size 20 & 22 Fr.			
65	Aortic Cannula 14 FR. 350mm with 1/4, 1/4, luer lock connector			
66	Aortic Cannula 16 FR. 350mm with 3/8, 3/8 luer lock connector			
67	Aortic Cannula 18 FR. 350mm with 3/8, 3/8 luer lock connector			
ect68	Aortic Cannula 20 FR. 350mm with 3/8, 3/8 luer lock connector			
69	Aortic Cannula 22 FR. 350mm with 3/8, 3/8 luer lock connector			
70	Aortic Cannula 24 FR. 350mm with 3/8, 3/8 luer lock connector			
71	Venous Cannula 22 Fr St. wire reinforced			
72	Venous Cannula 24 Fr St. wire reinforced			
73	Venous Cannula 26 Fr St. without wire			
74	Venous Cannula 28 Fr St. without wire			
75	Venous Cannula 30 Fr St. without wire			
76	Venous Cannula 32 Fr St. without wire			
77	Venous Cannula 34 Fr St. without wire			
78	Venous Cannula 36 Fr St. without wire			
79	Two Stage Venous Cannula 36/51 with 1/2, 1/2 connector			
80	Osterial Toot Cannula 12 FR			
81	Aortic Cannula 8FR 1/4,1/4 with luer lock connector			
82	Aortic Cannula 10FR 1/4,1/4 with luer lock connector			
83	Aortic Cannula 12FR 1/4,1/4 with luer lock connector			
84	Aortic Cannula 14FR 1/4,1/4 with luer lock connector			
85	Aortic Cannula 16FR 1/4,3/8 with luer lock connector			
86	Venous Cannula with Rt. Angle Steel Tip 12 Fr.			
87	Venous Cannula with 3/8 Fr & Rt. Angle Steel Tip 14 Fr.			



<b>Item No.</b>	<b>Description of Goods</b>	<b>Unit</b>	<b>Unit Cost (DDP)</b>	<b>Unit Cost (C&amp;F)</b>
88	Venous Cannula with 3/8 Fr & Rt. Angle Steel Tip 16 Fr.			
89	Venous Cannula with 3/8 Fr & Rt. Angle Steel Tip 18 Fr.			
90	Venous Cannula with 3/8 Fr & Rt. Angle Standard Tip 20 Fr.			
91	Venous Cannula with 3/8 Fr & Straight Tip 20 Fr.			
92	Venous Two Stage Cannula 34-46			
93	Venous Two Stage Cannula 32-40			

### (GROUP "3")

Item No.	Description of Goods	Unit	Unit Cost (DDP)	Unit Cost (C&F)
1	Foleys Catheter Paeds 6,8,10fr. 12 to 18Fr			
2	Foleys Catheter Adult 12 to 18Fr			
3	I/V Cannula L50 mm			
4	Intra Aortic Balloon Catheter With Thermodilution Catheter			
5	Intra Aortic Balloon Catheter without Thermodilution Catheter			
6	Pressure Monitoring Transducer Kit			
7	Soda Lime 4.5 kg.			
8	Sterillium 1000ml or equivalent (alcohol 70% or above)			
9	3-way Stopcock			
10	3-way Extension			
11	Double Leuman Catheter (Adult)			
12	Diathermy Pencil Lead			
13	Diathermy Pad			
14	Diathermy Tip cleaner			
15	Breathing circuit ayears			
16	Endo Tracheal tube without Cuffed 2.5 to 5.5			
17	Endo Tracheal Tube with Cuffed 5.5,6.0,7.0,7.5,8.0,9.0,9.5			
18	A.C.T. Cartridges (for Haemo Machine)			
19	Plastic Tygon Ties 6"			
20	Angio Syringe 150 ml for Philips & Toshiba Machine			
21	Embolectomy Catheter (different sizes)			
22	Re-breathing Bag 0.5 ltr., 2 ltrs.			
23	Disposable Breathing Circuit (Bain. Ayres)			
24	Ventilator Tubing without Water trap			
25	Cardioplegia Delivery System			
26	C.V.P Long (Cavafix or Equivalent			
27	Haemo concentrator			
28	Face Mask different size			
29	ECG Clip Set of 4 Pcs.			
30	ECG Jelly 100ml			
31	ECG Roll 50mmX30Mtr. (Hogy Japan) or Equivalent			
32	Silk (Black) Straight Cutting 60cm Ethicon			
33	Toshiba Sono Echo Paper U-210			
34	ECG Electorde Disposable swaroed or Equivalent			
35	Intra Coronary Shunts			
36	I.V. Cannula 52mm (Nipro)			
37	Instrument Disinfectant Solution			
38	Floor Disinfectant Solution			
39	Swan Ganz P.A Catheter with introducer Sheath for Cardiac output monitoring.			
40	Forgetory / Ambulatory Catheter Size: 4F, 5F, 6F, 7F.			
41	Dialyzer with tubing			
42	Dialyzer without tubing			
43	Anesthesia Face Mask (Re-useable, Black)			
44	Double Lumen Catheters (Paeds) Size; 4Fr, 4.5Fr, 5 , 5.5Fr.			

**(GROUP “4”)**

<b>Item No.</b>	<b>Description of Goods</b>	<b>Unit</b>	<b>Unit Cost (DDP)</b>	<b>Unit Cost (C&amp;F)</b>
01	Polyviniylidene Floride (PVDF)2/0			
02	Polyviniylidene Floride (PVDF)2/0, 55mm			
03	Polyviniylidene Floride (PVDF)2/0			
04	Polyviniylidene Floride (PVDF)2/0			
05	Polyviniylidene Floride (PVDF)3/0			
06	Polyviniylidene Floride (PVDF)4/0			
07	Polyviniylidene Floride (PVDF)5/0 13mm			
08	Polyviniylidene Floride (PVDF)5/0 10mm ½ C-rbd/a 75mm			
09	Polyviniylidene Floride (PVDF)5/0 16mm			
10	Polyviniylidene Floride (PVDF)6/0 13mm			
11	Polyviniylidene Floride (PVDF)6/0 8mm			
12	Polyviniylidene Floride (PVDF)6/0 10mm			
13	Polyviniylidene Floride (PVDF)1/0			
14	Polyviniylidene Floride (PVDF)7/0			
15	Surgical Silk 2/0 straight @ curved needle			
16	Surgical Silk 3/0 straight @ curved needle			
17	Surgical Silk 4/0 straight @ curved needle			
18	Surgical Silk 5/0 straight @ curved needle			
19	Steel Wire No. 02,06			
20	Suction Controller Unit (High And Low suction)			
21	Suction Vacuum Bottle (Various Size)			
22	Suction Injector			
23	Injector Set CT <sup>2</sup> / MRI Set ELS MEDTRON OR Equivalent			

**(GROUP "5")**

<b>Item No.</b>	<b>Description of Goods</b>	<b>Unit</b>	<b>Unit Cost (DDP)</b>	<b>Unit Cost (C&amp;F)</b>
1	PRODEK 7/0 9138 08MM			
2	I/V CANNULA 16G			
3	ARTERIAL CANNULA VYGON 20 G			
4	RADIAL ARTERIAL LEADER CATH (VYGON)			
5	PRODEK 6/0 9139 08 MM			
6	PRODEK 5/0 9185 13 MM			
7	ABLATION PEN			
8	I/V CANNULA 22G BBROWN			
9	FEEDING TUBE 18 FR			
10	HEART VALVE MITRAL 31MM S.T JUDE			
11	HEART VALVE AORTIC 23MM S.T JUDE			
12	DIATHERMY PAD			
13	PACING WIRE			
14	SURGIBOND 3/0 7382 25 MM			
15	PRODEK 5/0 9752 10 MM			
16	NYLON TAPE			
17	FOLEYS CATHETER 12F			
18	SURGISILK NO. 1 (215) ETHICON			
19	ETT 8.0 WITH CUFFED			
20	SURGICAL GLOVES SIZE 8.0			
21	SURGICAL BLADE 15			
22	COTTON ROOL 250 GMS ABSORBENT			
23	PRODEK 3/0 9382 25 MM			
24	ETHIBOND 2/0 10B72			
25	ETT 7.5 WITH CUFFED			
26	SURGICAL TAPE 1"X 5 YDS.			
27	PROLENE 60W 8316			
28	PROLENE 5/0 8721 13 MM			
29	DISPOSABLE SYRINGE 20 CC			
30	HEART VALVE AORTIC 21MM ATS			
31	SUCTION CATHETER 16			
32	I/V CHAMBER			
33	PRESSURE MONITRING TRANSDUCER KIT			
34	SURGIBOND 4/0 7021 02 MM			
35	DOUBLE LEUMAN CATHETER ADULT			
36	SURGICAL TAPE 1/2"X 5 YDS.			
37	SURGICAL TAPE 3" X 5 YDS.			
38	VALOPLASTY RING 26MM			
39	BONE WAX			
40	CHEST TUBE 16 FR PAEDS			
41	SUCTION CATHETER 14			
42	LIGA CLIP MEDIUM			
43	FOLEYS CATHETER 14F			
44	I/V CANNULA 14G			
45	I/V CANNULA 20G			
46	SURGICAL GAUZE 40 METER			
47	INTRODUCER SHEATH 6F WITH NEEDLE MEDTRONIC			

Item No.	Description of Goods	Unit	Unit Cost (DDP)	Unit Cost (C&F)
48	PLASTIC GLOVES DISPOSABLE			
49	SURGICAL GLOVES SIZE 7.5			
50	TEFLON PLEDGET			
51	ETHIBOND 2/0 10B77 DM 14 25 MM ( WITH PLEDGETS)			
52	AORTIC PUNCH 4.0 & 4.5			
53	HME FILTER WITH CATHETER MOUNT			
54	ETT 5.5 WITH & W/O CUFFED			
55	SURGICAL TAPE 2" X 5 YDS.			
56	INTRODUCER SHEATH 7F MEDTRONIC			
57	DIATHERMY PENCIL LEAD			
58	DIAL A FLOW			
59	DISPOSABLE SYRINGE 05 CC			
60	DISPOSABLE SYRINGE 50 CC			
61	FEEDING TUBE 16 FR			
62	HEART VALVE MITRAL 27MM ATS			
63	HEART VALVE AORTIC 25MM S.T JUDE			
64	INTRA AORTIC BALLOON CATHETER 40CC			
65	POLYPROPYLENE 2/0 (DEMELENE) (PGA-282030BOP)			
66	CHEST TUBE 22 FR PAEDS			
67	PRODEK 4/0 9231 15 MM			
68	SUCTION CATHETER 10			
69	FOLEYS CATHETER 10F			
70	PRODEK 6/0 9149 10 MM			
71	PRODEK 5/0 9230 16 MM			
72	VICRYAL (VCP 359) - H 40MM			
73	PROLENE 5/0 8330 17 MM			
74	I/V CANNULA 18G			
75	DISPOSABLE SYRINGE 03 CC			
76	VALOPLASTY RING 28MM			
77	HEART VALVE MITRAL 29MM ATS			
78	HEART VALVE MITRAL 31MM ATS			
79	CHEST TUBE 32 FR ADULT			
80	SURGISORB 2/0, 8573 U 60 MM			
81	FOLEYS CATHETER 08F			
82	SURGICAL BLADE 11			
83	OPSITE ( IOBEN) (STERIFILM)			
84	CRAPE BANDAGE 6"			
85	LOGICATH DOUBLE LUMEN 5.5 FR.			
86	ETT 6.0 WITH CUFFED			
87	STEEL WIRE 5			
88	SURGIBOND 2/0 7303 DM 06 17 MM			
89	CONDUIT HEART VALVE 23 MM			
90	VALOPLASTY RING 30MM			
91	VALOPLASTY RING 34MM			
92	HEART VALVE AORTIC 23MM ATS			
93	HEART VALVE AORTIC 21MM S.T JUDE			
94	FOLEYS CATHETER 06F			
95	INTRODUCER SHEATH 11CM 6F CORDIS			

<b>Item No.</b>	<b>Description of Goods</b>	<b>Unit</b>	<b>Unit Cost (DDP)</b>	<b>Unit Cost (C&amp;F)</b>
96	DOUBLE LEUMAN CATHETER PAEDS			
97	SCHULKE GEL HAND RUB 01 LTR PACK			
98	SURGISILK 1/0 SK13 X 6601			
99	SURGICAL GLOVES SIZE 6.5			
100	DISPOSABLE SYRINGE 01 CC			
101	DISPOSABLE SYRINGE 10 CC			
102	CHEST TUBE 20 FR PAEDS			
103	SUCTION CATHETER 18			
104	SUCTION CATHETER 12			
105	LIGA CLIP SMALL			
105	PRODEK 6/0 9189 13 MM			
106	ETT 6.5 WITH CUFFED			
107	SURGICAL GLOVES SIZE 7.0			
108	SURGICAL BLADE 21			
109	URINE BAG ADULT			
110	HEXISHIELD (HAND SCRUB SOLUTION)			
111	I/V CANNULA 20G BBROWN			
112	VALOPLASTY RING 32MM			
113	HEART VALVE MITRAL 27MM S.T JUDE			
114	HEART VALVE MITRAL 29MM S.T JUDE			
115	HEART VALVE AORTIC 25MM ATS			
116	CHEST TUBE 24 FR ADULT			
117	3-WAY STOPCOCK			

**(GROUP “6”)**

<b>Item No.</b>	<b>Description of Goods</b>	<b>Unit</b>	<b>Unit Cost (DDP)</b>	<b>Unit Cost (C&amp;F)</b>
1	Stent (Drug Coated)Different Sizes Chromium Cobat / SS			
2	Stent Bio-absorbable all sizes			
3	Stent Bare Metal Different Sizes Chromium Cobat.			
4	PTCA Balloon Dilation Catheter Non-Compliance (Different Sizes)			
5	PTCA Balloon Dilation Catheter Compliance (Different Sizes)			
6	PTCA Balloon Drug Coated Different Sizes			
7	PTCA Cutting Balloon Different Sizes			
8	GUIDING CATHETER (Different Sizes )			
9	PTCA WIRE (Different Sizes) Different typs			
10	INFLATION DEVICE KIT COMPLETE			
11	Inflation Device Accessories Kit /Y Connector/Anti Bleed			
12	DIAGNOSTIC CATHETER (Different Sizes) JL,JR,PIGTAIL,MULTI PURPOSE,CASTTILO & ETC.			
13	Guide Wire 0.18x150CM J Tip/Straight			
14	Guide Wire 0.18x260CM Straight & J Tip			
15	Guide Wire 0.25x150CM J Tip			
16	Guide Wire 0.25x150CM Straight			
17	Guide Wire 0.25x260CM Straight			
18	Guide Wire 0.25x260CM J. Tip			
19	Guide Wire 0.32x150CM J Tip			
20	Guide Wire 0.35x150CM J. Tip			
21	Guide Wire 0.35x150CM Straight			
22	Guide Wire 0.35x260CM Straight			
23	Guide Wire 0.35x260CM J. Tip			
24	Guide Wire 0.38x150CM Straight			
25	NIH Catheters Different Sizes(50 cm,80,cm,90 cm)			
26	Braichal Catheter (Radial Catheter)			
27	Dilator 5Fr,6Fr,7Fr,8Fr,9Fr,10Fr,12Fr			
28	TR Band Different Sizes			
29	Short Trans Radial Sheath 5F			
30	Short Trans Radial Sheath 6F			
31	INTRODUCER SHEATH 11 cm length (Different Sizes)			
32	INTRODUCER SHEATH 23 cm length (Different Sizes)			
33	INTRODUCER SHEATH mid length (Different Sizes)			
34	INTRODUCER SHEATH 60cm length (Different Sizes) & 45cm			
35	INTRODUCER SHEATH 90cm length (Different Sizes)			
36	Manifold Kit Tubing			
37	Needle 18G			
38	Needle 19G			

<b>Item No.</b>	<b>Description of Goods</b>	<b>Unit</b>	<b>Unit Cost (DDP)</b>	<b>Unit Cost (C&amp;F)</b>
39	Contrast Injection Line 120cm 1200PSI (Injector line)			
40	Extension Line 30cm			
41	Pressure Line 90cm			
42	CD- Recordable 700 MB with hard cover (for Angiography & Angioplasty )			
43	Berman Angio Catheter 5x80,			
44	Berman Angio Catheter 6x90			
45	Berman Angio Catheter 7x110			
46	Berman Angiography Catheter 4F			
47	Wedge Pressure 4x110			
48	Wedge Pressure 5x110			
49	Wedge Pressure 6x110			
50	Wedge Pressure 7x110			
51	Angiography percutaneous Closure device			
52	Broken Bough Needle			
53	Coronary Imaging Catheter (IVUS)			
54	Distal protection device			
55	EXPORT ASPIRATION CATHETER Different Sizes			
56	Guid Wire for Peripheral procedure			
57	Manifold 3-Way			
58	Mullins Type long Sheath Cook 7,8,9,10,11,12-14-16			
59	Peripheral Balloon Different Sizes			
60	Guide Wire for Peripheral Procedure Different Sizes			
61	Peripheral Stent Different Sizes			
62	Rashkind Septostomy Catheter Different Sizes			
63	Septostomy Park Blade Catheter			
64	Transeptal Mullins Sheath Different sizes , straight & Angled , side hole			
65	Invoc Balloon complete set			
66	Rota Link Catheter			
67	Rota Link Wire			
68	Micro Catheter 130cm & 150cm			
69	Rubicon Catheter			
70	Coronary Graft Stent			
71	Coronary Graft Stent			



**(GROUP "7")**  
**COMPLETE PACK FOR CABG**

<b>Item No.</b>	<b>Description of Goods</b>	<b>Unit</b>	<b>Unit Cost (DDP)</b>	<b>Unit Cost (C&amp;F)</b>
1	Chest Tube 28, 32			
2	Antigrade Cannula 9 Fr			
3	Crepe Bandage 6"			
4	Insuline Syringe			
5	Vascular Tourniquet			
6	Chest Drainage Bottle			
7	I.V Cannula 14G			
8	I.V Cannula 14G			
9	I.V Cannula 14G			
10	Tripple Luman CVP Line			
11	Pressure Monitoring Line			
12	Tegaderm Dressing 10x12			
13	Tegaderm Dressing 5x7			
14	Endotrachael Tube 8.0			
15	Ventilator Tubing Adult			
16	Foley Catheter Size 12			
17	Syringe 50cc (BD)			
18	Syring 20CC (BD)			
19	Syringe 10CC (BD)			
20	Syringe 5CC (BD)			
21	Syringe 3CC (BD)			
22	Ioban			
23	Urine Bag			
24	3-Way Stopcock Plain			
25	3-Way Extension Line			
26	Dosi Flow			
27	I.V. Burrete			
28	Drip Set			
29	Blood Set			
30	Blood Bag			
31	Injection Nitronol 50ml			
32	Inj Dobutamine 250 mg.			
33	Inj. Adernaline			
34	Inj. Atropine Pyrolate			
35	Inj. Protamine			
41	Inj. Amikan 500mg			
42	Inj. Diprivan			
43	Inj. Tracrium 50mg			
44	Inj. Methypred 500mg			
45	Surgical Gloves			
46	Normal Saline 1000ml			
47	Ringer solution 1000 ml			
48	5% Dextrose			
49	Heartman Solution 1000ml			
50	Oxygenator with Tubing Pack Adult			
51	Arterial Cannula 24FR			
52	Venous Cannula 36x51			
53	HME Filter			

<b>Item No.</b>	<b>Description of Goods</b>	<b>Unit</b>	<b>Unit Cost (DDP)</b>	<b>Unit Cost (C&amp;F)</b>
54	Catheter Mount			
55	Cardiac Sump Adult			
56	Incentive Spiro Meter			
57	Diathermy Pencil (Fiab)			
58	Aorticpunch 4.5			
59	Pacing Wire			
60	Pyodine Solution Brooks			
61	Vascostat			
62	Heamochron pipet			
63	Arterial filter Adult			

## CONTRACT FORM

THIS AGREEMENT is made for 24 months from the \_\_\_\_\_ day of \_\_\_\_\_ 2016 between **Dow University of Health Sciences, Karachi** of Islamic Republic of Pakistan (hereinafter called "the Purchaser") of the one part and **[name & address of Bidder]** of **[city and country of Bidder]** (hereinafter called "the Bidder") of the other part:

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) The Bid Form;
  - b) The Price Schedules;
  - c) The Schedule of Requirements;
  - d) The Technical Specifications;
  - e) The General conditions & instructions;
  - f) The Special conditions & instructions;
  - g) The Purchaser's Notification of Award and
  - h) The Certificate
3. In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

\_\_\_\_\_  
Signed / Sealed by Purchaser

WITNESS

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**MANUFACTURER'S AUTHORIZATION FORM**

To: [Name of Purchaser]

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

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

[Signature for and on behalf of Manufacturer]

Note:

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

**PERFORMANCE GUARANTEE/SECURITY FORM**

**To: DOW UNIVERSITY OF HEALTH SCIENCES**  
Directorate of Planning & Development, SMC Campus,  
Baba-e-Urdu Road, Karachi.

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

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Purchaser with Pay Order/Demand Draft/Bank Guarantee by a scheduled bank for the sum of 3% of the total Contract amount as Security for compliance with the Bidder’s performance obligations in accordance with the Contract.

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

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

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

Signature and Seal of the Guarantors / Bank

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

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

## BID FORM

IFB NO.: DUHS/P&D/2015/7388/85Ref No.: DUHS/2015/7883**Cardiology & Cardiac Surgery Catheters / Disposables / Consumables for Angiography, P.T.C.A, Bypass etc.**

To: **THE DOW UNIVERSITY OF HEALTH SCIENCES,**  
 Directorate of Planning & Development, S.M.C Campus,  
 Baba-e-Urdu Road, Karachi.

Dear Sir,

1. Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods specified in the said Bidding Documents for the sum of [Total Bid Amount], [ Bid Amount in Word ] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.
2. The free of cost / donation / discounts offered and the methodology for their application are: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
4. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of **5% of the Contract Price** for the due Performance of the Contract, in the form prescribed by the Purchaser.
5. We agree to the validity of this bid for **24 Months (extendable with mutual consent)** from the date fixed for financial bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Until a formal Contract is prepared and executed this bid together with the written acceptance thereof and notification of award, by the Purchaser, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

Name: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

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

**C E R T I F I C A T E**

3. We / I, hereby confirm the price validity of all quoted product is valid for 90 days (further extendable) from the date of submission of bid.
4. We / I, hereby confirm to have read carefully all the clauses of the advertised Invitation for Bids (IFB) No. **DUHS/P&D/2015/7388/85 Dated 18 December 2015 (Ref No. DUHS/2015/7883)** for the **purchase of Cardiology & Cardiac Surgery Catheters / Disposables / Consumables for Angiography, P.T.C.A, Bypass etc. (RATE CONTRACT BASIS)**. We / I, agree to abide by all the instructions / conditions.
5. That we / I, agree whether our bid accepted for total, partial or enhance quantity for all or any single item. 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.
6. We / I, hereby confirm to adhere to the delivery period required in the purchase orders, which would be essence of the contract and will be strictly adhered to by us / me, in case of failure, we / I agree unconditionally accept the recovery of liquidated damages on delayed supplies.
7. Certified that the prices quoted against Invitation for Bids (IFB) **DUHS/P&D/2015/7388/85 Dated 18 December 2015 (Ref No. DUHS/2015/7883)** are not more than the prices quoted to any other purchasing agency during the current financial year, and in case of any discrepancy, the bidder(s) hereby undertake to refund in excess amount, if and when asked to do so.
8. Certified that we / I will supply fresh stock of stores, free of cost if found substandard / counterfeit / spurious / misbranded / adulterated / expired at variance with the specifications of supply order / bid document. Moreover, we / I will not claim the return of rejected stock.
9. Certified that we / I will replace the stores free of cost in case of expiry, due to non-consumption.
10. Certified that we / I, have never been black listed from any Government / Semi Government Organization.
11. That if any of the information submitted in accordance to this bid document found incorrect, our contract may be cancelled at any stage on our cost and risk.

Name:	
In the capacity of :	
Signature:	
Duly authorized to sign the Bid for and on behalf of :	
Date :	
Acceptance/Contact No.	

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**STAMP OF THE FIRM**





**INVITATION FOR BIDS (IFB)**

No. DUHS/P&amp;D/2015/7883/85 Dated 18 December 2015

Bids are invited under sealed cover (clearly mark in bold letters on envelope for the bid applied for) on DDP / C&F basis from authorized Dealers / Distributors / Manufacturers, registered with GST & Income Tax, for the supply of items required by Dow University of Health Sciences (DUHS), Karachi.

<b>Name of Bid</b>	<b>Reference No.</b>	<b>Bidding Procedure</b>
Cardiology & Cardiac Surgery Catheters / Disposables / Consumables for Angiography, P.T.C.A, Bypass etc. <b>(RATE CONTRACT BASIS)</b>	No. DUHS/2015/7883	Single Stage One Envelope
Interventional Radiology Catheters / Disposables / Consumables <b>(RATE CONTRACT BASIS)</b>	No. DUHS/2015/7884	Single Stage One Envelope
Cardiology & Cardiac Surgery Instruments & Allied Items for Angiography, P.T.C.A, Bypass etc.	No. DUHS/2015/7885	Single Stage Two Envelope

Tender Fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bid Security	5% of the total bid value.
Purchasing Date	26 December 2015 to 09 January 2016
Bids Delivery Date & Time	11 January 2016 at 11:00 a.m.
Bid Opening Date & Time	11 January 2016 at 11:30 a.m. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time.

The bidding document may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee i.e. Rs. 2,000/- (Rupees two thousand only) in shape of Pay Order / Demand Draft in favour of Dow University of Health Sciences, Karachi. The Bidding Documents are also available at DUHS / SPPRA website. Interested Bidders may obtain further information personally from Directorate of Planning & Development from 11:00 A.M. to 02:00 P.M.

**Note:** Procuring agency (PA) may cancel / delete any item either reduce or enhance quantity. PA may reject all or any bid subject to the provision of SPPRA Rule 25 (1).

**DIRECTOR PLANNING & DEVELOPMENT**  
DOW UNIVERSITY OF HEALTH SCIENCES  
THIRD FLOOR, ADMIN BLOCK  
BABA-E-URDU ROAD, NEAR CIVIL HOSPITAL, KARACHI  
PHONE NO. +92-21-99215754-7 (EXT. 5142 & 5144)  
E-MAIL: procurement@duhs.edu.pk

## PRICE SCHEDULE

## (DDP OFFER)

PRICE SCHEDULE IN PAK RUPEES (DDP BASIS)

FOR GOODS OFFERED FROM WITHIN THE PURCHASER'S COUNTRY

Item No	Name of Goods, Technical Description, Specification, and Standards	Generic Name	Reg. No.	Packing	Manufactured By	Country of Origin	Accounting Unit	Qty.	Unit Price in Pak Rs.	Total
<b>GRAND TOTAL</b>										

**PRICE SCHEDULE**

**(C&F OFFER)**

PRICE SCHEDULE IN FOREIGN CURRENCY (C&F BASIS)

FOR GOODS OFFERED FROM OUTSIDE THE PURCHASER'S COUNTRY

Item No	Name of Goods, Technical Description, Specification, and Standards	Generic Name	Reg. No	Packing	Manufactured By	Country of Origin	Accounting Unit	Qty.	Currency Type	Unit Price in (C&F)	Total
<b>GRAND TOTAL</b>											

**SECTION - K**

**SPECIFICATION PROFORMA**

(Must be attached duly signed & stamped with Bid)

1	Item No.	
2	Brand Name of the offered item	
3	Manufactured by	
4	Address of Manufacturer	
5	Country of Origin	
6	Manufacturing License No. (if applicable)	
7	Registration No. (if applicable)	
8	Detailed specification/Formula	
9	Batch Capacity (if applicable)	
10	Packing Offered	
11	Packing Shape	
12	Unit Cost	

Signature of Authorized Person: \_\_\_\_\_

Name of Authorized Person: \_\_\_\_\_

Designation of Authorized Person: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Phone No: \_\_\_\_\_

Stamp: \_\_\_\_\_

## **DATA SHEET** **COMPANY PROFILE**

S No.	Description	To be filled by bidder with Annex #
1	Name, Address, Tel, Fax# E-mail Address	
2	Registered Offices in Pakistan type of firm such as partnership, Pvt Ltd. Company or joint stock company	
3	Bio Data of Key personnel with designation, education & experience and details of man power.	
4	Literature and catalogue of quoted items in English.	
5	Samples of quoted items	
6	Detail of experience of the firm of relevant to the subject	
7	List of orders with cost completed by the firm during last 2 years	
8	List of projects in hand with cost and expected completion date indicating name of the client.	
9	List of litigation with clients (if any) and nature of litigations.	
10	Affidavit that the firm has never been black Listed.	
11	Name of Banker with current Bank statement.	
12	National tax Number(NTN)	
13	Latest Income Tax Certificate or Income Tax Exemption certificate.	
14	Copy of Sales Tax Registration.	
15	Latest Sales Tax Certificate or exemption certificate.	
16	Detail of Registration with major organizations.	
17	Bid Security (5% of total bid amount, but not more than Rs. 300,000/=)	
18	Original tender purchase receipt.	
19	Original terms and conditions duly signed and stamped.	
20	Each page should be signed and stamped by competent authority.	
21	A copy of valid agency certificate/agreement	
22	Undertaking that the firm will supply the stock within 10 days & items will be stamped (As per class No. 16)	
23	Certificate that the prices quoted are not high or more than local/imported market and than any public private sector institution	
24	A certificate that the firm will abide all terms and conditions of the tender infringement for consequence as recommended by the competent authority.	
25	Certificates that the Quoted price will remain unchanged till the completion of the tender period.	
26	A certificate that the items have registered by country of origin and they are using for local populations.	

Note:- Tick relevant box if applicable.

.....  
**Name, Designation, Signature & Official Seal**