



DAWN

27th February 2016

DOW UNIVERSITY OF HEALTH SCIENCES



NOTICE INVITING TENDERS (NIT)

No. DUHS/DP/2016/ 01

Dated 24 February 2016

Bids are invited under sealed cover for the **PROCUREMENT OF MOULDS / PET BOTTLES/ PC BOTTLE WITH PRINTED LABELS** (Rate Contract) on DDP basis from manufacturers/ authorized Dealers/Distributors/Agents, registered with GST & Income Tax authorities.

Tender Fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bid Security (Refundable)	2% of total bid amount but not more than Rs. 500,000/-
Bid document Purchasing Date	27th February, 2016 to 12th March, 2016
Bids Delivery Date & Time	14th March, 2016 at 11:00 a.m.
Bid Opening Date & Time	14th March, 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.

Bidding document may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee i.e. Rs. 2,000/- (Rupees two thousand only) in shape of Pay Order / Demand Draft in favor of "Dow University of Health Sciences, Karachi". Bidding Documents are also available at DUHS/SPPRA website. Interested Bidders may obtain further information personally from Procurement Directorate 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).

Additional Director Procurement

Dow University of Health Sciences, Qjha Campus,
Prof. Masood Hameed Khan Library Block,
Suparoo Road, off Main University Road, Gulzar-e-Hijri,
Scheme # 33, Karachi
Tel: 021-99261497
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PC/VO/2016

BIDDING DOCUMENT

PROCUREMENT OF MOULDS / PET BOTTLES / PC BOTTLE WITH PRINTED LABELS (Rate Contract Basis)

Single Stage – Two Envelope Bidding Procedure

NIT No. DUHS/DP/2016/ 01 Dated 24 February 2016



**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 – TWO ENVELOPE PROCEDURE

- 4.1 Bids shall be accepted under the single stage two envelope procedure defined in the **SPP Rules 2010 (Amended 2013) at Clause 46(2)**.
 - (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

- (b) Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
 - (d) Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
 - (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
 - (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
 - (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
 - (j) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.
- 4.2 The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.
- 4.3 The Bids shall be evaluated in accordance with the specified evaluation criteria.

THE BIDDING DOCUMENTS

5. CONTENTS OF BIDDING DOCUMENTS

- 5.1. The Bidding Documents:
In addition to the Notice Inviting Tender (NIT), 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) Notice Inviting Tender (NIT)
 - xii) Price Schedule (Format)
- 5.2. In case of discrepancies between the Notice Inviting Tender (NIT) 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

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 Procuring Agency. This shall not in any way limit the Procuring Agency'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 Procuring Agency; 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 Procuring Agency'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 Procuring Agency'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 Procuring Agency'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 Procuring Agency'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 Procuring Agency'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 Procuring Agency'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 Procuring Agency 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 Procuring Agency'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 2% of total bid amount but not more than Rs. 500,000/- (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 6 months specified in this Bidding Document.
- 13.3. The Bid Security is required to protect the Procuring Agency 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 Procuring Agency 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 Procuring Agency will sign a Rate Contract with successful lowest evaluated responsive bidder(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, shall not be considered and both offers (Original offer and alternative offer) will 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 Procuring Agency's name and address and a statement: "DO NOT OPEN BEFORE," the time and date specified in (Section-H) NIT.
- 16.2. If all envelopes are not sealed and marked as required, the Procuring Agency 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 Procuring Agency at the specified address not later than the time and date specified in NIT (Section-H).
- 17.2. The Procuring Agency 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 Procuring Agency 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 Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency 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 PROCURING AGENCY

- 20.1. The Procuring Agency 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 Procuring Agency, 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency. It cannot subsequently be made responsive by the Bidder by correction of the non-conformity / discrepancy.

23. EVALUATION & COMPARISON OF BIDS

- 23.1. The Procuring Agency will evaluate and compare the bids, which have been determined to be substantially responsive.

- 23.2. The Procuring Agency's evaluation of technical proposal / bid shall be on the basis of previous performances, inspection of plant/factory/ premises (if not previously conducted), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate.

- 23.3. 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.

- 23.4. All Bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.

24. EVALUATION / QUALIFICATION CRITERIA

24.1 Merit Point System:

The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.

S#	EVALUATION CRITERIA	Points
1.	Incorporation Certificate issued by SECP Securities and Exchange Commission of Pakistan	10
2.	Registration by SECP a. No. Registration (0 Points) b. 1 Year (3 Points) c. 2 Year (6 Points) d. 3 Year (10 Points)	10
3.	ISO Certified	5
4.	Registration Certificate of EOBI for Permanent Employees	5
5.	Professional Tax Certificate & GST & Income Tax	5
6.	Audited Annual Financial Statements by an authorized Chartered Accountant Company. To evaluate the financial Position of the bidder. a. No. Audit Report (0 Points) b. 1 Year (3 Points) c. 2 Year (6 Points) d. 3 Year (10 Points)	10
7.	Conformity to the Procuring Agency 's Specifications a. Major Deviation (0 Points) b. Compliant with minor deviation (15 Points) c. Fully compliant (20 Points)	20
8.	Past Performance & Experience of similar nature projects a. 1 to 2 project completed satisfactorily (3 Points) b. 3 to 4 project completed satisfactorily (06 Points) c. 5 to 6 project completed satisfactorily (10 Points) d. 7 to 8 project completed satisfactorily (15 Points)	15
9.	a. Bidder himself is manufacturer of goods (10 Points) b. Bidder was authorized by the Manufacturer of goods (05 Points)	10
10.	Delivery Schedule a. Within 15 Days (10 Points) b. Within 20 Days (07 Points) c. Within 30 Days (03 Points)	10
Total Points		100

Note:

- If a bidder fails to obtain minimum 15 Points, against the criteria “**Conformity to the Procuring Agency's Specifications**”, his offer will not be considered for further evaluation and rejected.
- Bidders achieving minimum 70 Points will be considered only.

- 24.2 Litigation History
The Bidder should not be involved in any litigation with the Government in the Procuring Agency's country.

25. CONTACTING THE PROCURING AGENCY

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

26 REJECTION OF BIDS

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

27 RE-BIDDING

- 27.1 If the Procuring Agency 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).

28 ANNOUNCEMENT OF EVALUATION REPORT

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

29 ACCEPTANCE OF BID AND AWARD CRITERIA

- 29.1 The bidder with lowest evaluated bid under clause 21, 22 & 23, 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.

30 PURCHASER'S RIGHT TO VARY QUANTITIES

- 30.1 The Procuring Agency 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.

31 LIMITATIONS ON NEGOTIATIONS

- 31.1 The Procuring Agency reserves the right to hold negotiation of rates, delivery schedule or completion schedule for all the items or any item.
- 31.2 Negotiations will not be used to change substantially:

- i) The technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
- ii) The terms and conditions of the Contract and;
- iii) Anything affecting the crucial or deciding factors in the evaluation of the proposals/tenders and/or selection of successful bidder.

32 NOTIFICATION OF AWARD

32.1 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 Procuring Agency.

33 SIGNING OF CONTRACT

33.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency will provide the bidder Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.

33.2 Ten days after the official announcement of the award, both successful Bidder and the Procuring Agency 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 Procuring Agency may make the award to the next lowest evaluated bidder or move for re-tender.

34 PERFORMANCE SECURITY

34.1 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.

34.2 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 Procuring Agency may make the award to the next lowest evaluated Bidder at the risk and cost of the former.

35 CORRUPT OR FRAUDULENT PRACTICES

35.1

(a) The Procuring Agency 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 Procuring Agency, 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 Procuring Agency of the benefits of free and open competition;
- (b) the Procuring Agency 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 Procuring Agency.
- (a) 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. (**Notice Inviting Tender 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 Procuring Agency'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 Procuring Agency 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 Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
8. The Bidder shall indemnify the Procuring Agency 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 Procuring Agency 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 on demand.
11. To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency 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 Procuring Agency 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.
12. The Procuring Agency 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 Procuring Agency.

13. The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.
14. The goods supplied under the Contract shall be delivered to Procuring Agency after the payment of all taxes and customs duty and other charges etc. Risk will be transferred only after the delivery of these goods has been made to the Procuring Agency. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.
15. 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 Procuring Agency 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
16. **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.**
17. **The Rate Contract will be valid for 24 months (extendable with mutual consent) or till the finalization of new contract.**
18. 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.
19. 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.
20. The bidder will be required to provide to the Procuring Agency incidental services the cost of which should be included in the total bid price.
21. Goods shall have the shelf life not less than 90% incase of Imported and 95% incase of Indigenous from the date of delivery the Bidder to Procuring Agency.
22. The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.
23. Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirement / Contract Award.
24. Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
25. In case of late delivery, even for reasons beyond control, penalty will be imposed upon the Bidder / Producer / Manufacturer. The Procuring Agency 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.

26. The bidder shall not be liable for forfeiture of its Performance Security / 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 Procuring Agency 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 Procuring Agency 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.
27. The Procuring Agency 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.
28. If after 30 days from the commencement of such informal negotiations, the Procuring Agency 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.
29. 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.
30. The goods shall be accompanied by a manufacturer standard warranty / Shelf Life. The Procuring Agency shall promptly notify the bidder in writing of any claims arising out of this warranty.
31. All bids must be submitted properly sealed envelope addressed to Procurement Directorate, Dow University of Health Sciences, Ojha Campus, Prof. Masood Hameed Khan Library Block, Suparco Road, off Main University Road, Gulzar-e-Hijri, Scheme # 33, Karachi duly indicating the Notice Inviting Tender (NIT) Number, Date & Time of opening of bids as well as name, address and phone number(s) of the bidder.
32. 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.
33. 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.

34. 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. Received from a firm blacklisted, suspended or removed from the approved list.
 - ix. Received through telegram.
 - x. 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).
35. No over writing, any cutting, crossing etc., appearing in the offer is acceptable.
36. All the documents should be authenticated / certified (sealed and signed) by the bidder.
37. The Procuring Agency reserves the right to purchase full or part of the stores.
38. The Procuring Agency may reject all or any bids subject to the relevant provisions of PPRA Rules.
39. 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.
40. The Procuring Agency reserves the right to claim compensation for the loss caused by the delay in the delivery of the stores.
41. Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
42. The Procuring Agency 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 Procuring Agency;

- (b) The Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Procuring Agency; and
 - (c) The Bidder, in the judgment of the Procuring Agency, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.
- 43. 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.
- 44. 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.
- 45. 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 Procurement Directorate, Dow University of Health Sciences, Ojha Campus, Prof. Masood Hameed Khan Library Block, Suparco Road, off Main University Road, Gulzar-e-Hijri, Scheme # 33, 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 6 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 (if applicable). The prices once offered by the firms will not be changed during the contract period.
6. Bids are to be submit by the Manufacturers/Importers or their authorized agents / distributor. An undertaking has to be given by the importers and authorized agents that the supply would be made available within **30 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 2%** of total Bid Amount, but not more than Rs. 500,000/- (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 contract 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 examined 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.

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.

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 Procuring Agency 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 Procuring Agency, 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.

The Procuring Agency 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 Procuring Agency 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 Procuring Agency 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. The language of this Contract shall be English.
18. The contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.
19. 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.
20. 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.
21. 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.
22. The bidder, which refuse to pay penalty / liquidated damages shall be removed from the list of approved bidders.
23. Bidding document purchase receipt must be enclosed in original with the offer.
24. 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.

25. Warranty period of one year or manufacturer's standard warranty whichever is more shall be required.
26. 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.
27. Provided that the Bid is substantially responsive, the Procuring Agency 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 Procuring Agency 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.
28. All offers must be typed / computer printed on prescribed format. No hand written offer will be acceptable.
29. The Procuring Agency has the right to change the specification and any term and condition at any time without assigning any reason.
30. No quoting firm would be allowed to withdraw its offer during the bid validity period.
31. 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:
32. 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.
33. The rates should be quoted on the basis of accounting unit specified in the "Technical Specification".
34.
 - 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.
35. 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 Procuring Agency.
 36. Bidder will replace the un-consumed stock at any stage if it expires.
 37. 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
 38. 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.
 39. The contractor shall have to accept any further conditions introduced by the Government during the period of contract.
 40. The Procuring Agency 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.
 41. The shelf life of imported items must not be less than 90% and in case of local items 95% at the time of delivery.
 42. 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).
 43. Test / Analysis (if required) charges will be borne by the bidder / contractor, irrespective of the result sample.
 44. If the supplies are not made within the prescribed delivery period, purchase will be made at the risk and cost of the bidder / contractor.
 45. If sample is rejected, offer will stand rejected automatically.
 46. 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.
 47. 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.
 48. All purchases shall be made from the manufacturers, authorized Importers, Sole Distributors etc.

49. 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.
50. The bidder shall enclose catalogue / brochure / leaflet / literature / price list and other technical data, in respect of goods offered by them.
51. 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.
52. 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.
53. The firm shall pay Income Tax / GST or provide valid exemption from the concerned taxation authority.
54. Photocopies of valid registration in Income Tax Department and Sales Tax Department under Sales Tax Act 1990 should be enclosed with the Bid.
55. 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.
56. The bidder shall be bound to provide copy of General Sales Tax paid challans against contracted stores (if applicable).
57. **Last year paid Income Tax Certificate should be submitted along with technical bid.**
58. 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.
59. 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.
60. 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 Procuring Agency 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.
61. The bidder shall only import the goods ordered by the DUHS, no other goods / quantity will be imported in the same consignment.
62. 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.
63. 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.
64. 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.
65. All Clearing and bank charges within the purchaser country will be borne by the Dow University of Health Sciences, Karachi.
66. Free Installation / Demonstration at Consignee's end shall be confirmed by the bidder, where necessary.
67. 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 expanse.
- 68. 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.**
69. 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.
70. 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.
71. **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.**

72. 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.
73. 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.
74. 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.
75. 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.
76. 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).
77. The mentioned documents in **DATA SHEET** should be submitted along with technical bid.
78. Defaulter in previous tender will not be considered in any case.
79. 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.
80. The decision of the procuring agency will be final and binding.

81. NOTICES

i. Procuring Agency's address for notice purposes:

Procurement Directorate, Dow University of Health Sciences, Ojha Campus,
 Prof. Masood Hameed Khan Library Block, Suparco Road, off Main University
 Road, Gulzar-e-Hijri, Scheme # 33, Karachi
 Tel: 021-99261497
 E-mail: director.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 30 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 SPECIFICATIONS

Items No	Description of Goods	Estimated Quantity Per Year
01.	MOULD FOR 600 ML PET BOTTLE Imported having superior Quality	01 No.
02.	600 ML PET BOTTLE 14 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	1,000,000 Nos.
03.	600 ML PET BOTTLE 15 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	1,000,000 Nos.
04.	600 ML PET BOTTLE 16 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	1,000,000 Nos.
05.	600 ML PET BOTTLE 17 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	1,000,000 Nos.
06.	MOULD FOR 1.5 LITER PET BOTTLE Imported having superior Quality	01 No.
07.	1.5 LITER PET BOTTLE 28 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.
08.	1.5 LITER PET BOTTLE 29 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.
09.	1.5 LITER PET BOTTLE 30 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.
10.	1.5 LITER PET BOTTLE 31 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.
11.	1.5 LITER PET BOTTLE 32 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.
12.	1.5 LITER PET BOTTLE 33 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.

Items No	Description of Goods	Estimated Quantity Per Year
13.	MOULD FOR 1.65 LITER PET BOTTLE Imported having superior Quality	01 No.
14.	1.65 LITER PET BOTTLE 28 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.
15.	1.65 LITER PET BOTTLE 29 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.
16.	1.65 LITER PET BOTTLE 30 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.
17.	1.65 LITER PET BOTTLE 31 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.
18.	1.65 LITER PET BOTTLE 32 GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.
19.	1.65 LITER PET BOTTLE 33GM NECK SIZE 28mm With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	400,000 Nos.
20.	MOULD FOR 6 LITER PET BOTTLE Imported having superior Quality	1 No.
21.	6 LITER PET BOTTLE 75 GM With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	200,000 Nos.
22.	6 LITER PET BOTTLE 76 GM With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	200,000 Nos.
23.	6 LITER PET BOTTLE 77 GM With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	200,000 Nos.
24.	6 LITER PET BOTTLE 78 GM With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	200,000 Nos.
25.	6 LITER PET BOTTLE 79 GM With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	200,000 Nos.

Items No	Description of Goods	Estimated Quantity Per Year
26.	6 LITER PET BOTTLE 80 GM With Bottle Cap, Neck Seal and Printed Label (Design as per Sample)	200,000 Nos.
27.	MOULD FOR 5 GALLON / 19 LITER PC BOTTLE Imported having superior Quality	1 No.
28.	5 GALLON / 19 LITER PC BOTTLE 740 GM With 2 Color Printing (Design as per Sample)	40,000 Nos.
29.	BOTTLE CAPS FOR 5 GALLON / 19 LITER PC BOTTLE With Bottle Cap, Neck Seal, Printed Dust Protector Sticker for Caps (Design as per Sample)	1,000,000 Nos.

SAMPLES OF LABELS AND BOTTLES

6 liter



1.5 liter



600 ML



1.65 Liter



Riva™
PREMIUM DRINKING WATER
Quality product of Dow University - A legacy of health care™

DOW UNIVERSITY HEALTHCARE

PSQCA Pakistan Standards

No.CML-3104/2015
PS: 4639/2004 (R)

5 Gallons = 18.9 Liters

Riva™
PREMIUM DRINKING WATER
Quality product of Dow University - A legacy of health care™

Keep away from direct sunlight and store in clean, dry & odourless place. Ensure seal is intact before use.

FOR FREE DELIVERY CONTACT

UAN

111-11-3847 Ext. 2364
D U H S
Call: 0320-2306808

Email: info@rivawater.com.pk
contact@rivawater.com.pk
URL: www.rivawater.com.pk

19 liter safety seal;



neck seal



NOTE: Samples are available in the office for ready reference

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: Dow University of Health Sciences,
Ojha Campus, Suparco Road, off Main University Road,
Gulzar-e-Hijri, Scheme # 33,
Karachi

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 Notice Inviting Tender (NIT) No. _____ Dated _____ 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,
Ojha Campus, Suparco Road, off Main University Road,
Gulzar-e-Hijri, Scheme # 33,
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

NIT NO.: **DUHS/DP/2016/01 Dated 24th FEBRUARY 2016**
PROCUREMENT OF MOULDS / PET BOTTLES / PC BOTTLE WITH
PRINTED LABELS (Rate Contract Basis)

To: **Dow University of Health Sciences,**
 Ojha Campus, Suparco Road, off Main University Road,
 Gulzar-e-Hijri, Scheme # 33,
 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 Procuring Agency.
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 Procuring Agency, 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 Notice Inviting Tender (NIT) **No. DUHS/DP/2016/01 Dated 24 February 2016** for the **PROCUREMENT OF MOULDS / PET BOTTLES / PC BOTTLE WITH PRINTED LABELS (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 Notice Inviting Tender (NIT) **No. DUHS/DP/2016/01 Dated 24 February 2016** are not more than the prices quoted to any other government 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.
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.	

STAMP OF THE FIRM

NOTICE INVITING TENDER (NIT)**No. DUHS/DP/2016/ 01 Dated 24 February 2016**

Bids are invited under sealed cover for the **PROCUREMENT OF MOULDS / PET BOTTLES / PC BOTTLE WITH PRINTED LABELS (Rate Contract)** on DDP basis from manufacturers / authorized Dealers / Distributors / Agents, registered with GST & Income Tax authorities.

Tender Fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bid Security (Refundable)	2% of total bid amount but not more than Rs. 500,000/-
Bid document purchasing Date	27 th February 2016 to 12 th March 2016
Bids Delivery Date & Time	14 th March 2016 at 11:00 a.m.
Bid Opening Date & Time	14 th March 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.

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 favor of “**Dow University of Health Sciences, Karachi**”. Bidding Documents are also available at DUHS / SPPRA website. Interested Bidders may obtain further information personally from Procurement Directorate 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).

Additional Director Procurement

Dow University of Health Sciences, Ojha Campus,
Prof. Masood Hameed Khan Library Block,
Suparco Road, off Main University Road, Gulzar-e-Hijri, Scheme # 33,
Karachi
Tel: 021-99261497
E-mail: director.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	Name of Manufacturer	Country of Origin	Account-ing Unit	Qty.	Unit Price in Pak Rs.	Total Value
GRAND TOTAL							

SECTION – J

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	Name of Manufacturer	Country of Origin	Accounting Unit	Qty.	Unit Price in Pak Rs.	Currency	Total Value
GRAND TOTAL								

DATA SHEET
PROFORMA FOR COMPANY PROFILE

(To be filled by bidder with Annexures)

Sr. No.	Particulars / Description
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 (If applicable)
6	Detail of experience of the firm of relevant to the subject
7	List of orders with cost completed by the firm during last 5 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 (2% of total bid amount, but not more than Rs. 500,000)
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 / manufacturer Authorization
22	Undertaking that the firm will supply the stock within prescribed delivery period

Sr. No.	Particulars / Description
23	Certificate that the prices quoted are not high or more than local/imported market as well as quoted in any other 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 contract period.

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