



**BIDDING DOCUMENT**  
**SINGLE STAGE - TWO ENVELOPE BIDDING PROCEDURE**

**HIRING OF CLEARING AGENCY**

**N.I.T # DUHS/P&D/2018/9465**  
**DATED: JULY 16, 2018**

**OFFICE OF PROJECT DIRECTOR PLANNING & DEVELOPMENT**  
**DOW UNIVERSITY OF HEALTH SCIENCES,**  
**BABA-E-URDU ROAD, BESIDES CIVIL HOSPITAL, KARACHI**  
**TEL / FAX # 021-99216065**  
**E-MAIL: [rahim.khan@duhs.edu.pk](mailto:rahim.khan@duhs.edu.pk)**

## **INSTRUCTIONS TO THE BIDDERS**

### **1. GENERAL**

#### **1.1 Introduction**

Dow University of Health Sciences, Karachi hereafter referred to as “**DUHS**” desires to hire well-reputed Clearing Agency to provide Customs Clearance Services at Dow University of Health Sciences, Karachi and its constituent institutions and Lab. Collection Centers across the Sindh Province.

#### **1.2 Scope of Work**

1.2.1 Clearing Agency shall render all services as and when necessary and as directed by DUHS, agency shall also perform all such auxiliary and incidental services and operations as may be necessary in the course of performing the Contract and as indicated by DUHS. Clearing Agency would be hired as per evaluation criteria of this document to provide clearing as mentioned in **Annex-B**. Successful bidder would enter to a clearing and forwarding contract of **12 months extendable up to a maximum of 36 months period upon satisfactory performance.**

1.2.2 Handle and clear imports of all cargos and articles of all kinds including components, consumables, scientific & medical instruments, equipment's, spares, chemicals, hazardous & dangerous cargo, Live Stock etc. and any other cargo which may be imported by DUHS from time to time. Bidding shall be conducted under "**Single Stage – Two Envelopes**" (Technical and Financial bids) procedure laid down in SPPRA Rules 2010 (Amended 2017). The contract shall be awarded as per evaluation criteria mentioned in this document.

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

#### **1.3 Source of Funds**

1.3.1 The Dow University of Health Sciences will arrange requisite funds to meet the cost of “Hiring of Clearing Services” from its own resources.

### **2. ELIGIBLE BIDDERS**

The bids which meet the following minimum requisite criteria would be declared responsive for further evaluation as per Evaluation Criteria specified in this bidding document. Requisite documents must be attached in respect thereof:

- 2.1. Attested copies of NTN Registration Certificate and Sales Tax Returns.
- 2.2. Copy of valid CLEARING AGENT License and other essential licenses for custom clearance.
- 2.3. The CLEARING AGENT should have Certificate of Registration of firm/ Individual Firm for a minimum period of 10 years – Certificate of Incorporation / Registration Certificate of the firm.
- 2.4. Experience: The CLEARING AGENT must have experience in its own name in the field of customs clearance relating to Hi Technology Equipment's, Medical Equipment, Live Stock, Consumables like reagents, highly perishables, dangerous and radioactive goods, etc. List of educational Institutes/ Public Sector

University's/Medical College's within Pakistan handled during the last Two year with their name, telephone no. and the contact person. **Annexure A-7**

- 2.5. The CLEARING AGENT should have submitted filed Income Tax return / Sales Tax Return for last three years i.e. F. Y. 2015-16, F. Y. 2016-17 & F. Y. 2017-18. **Annexure A-5**
- 2.6. Bidder's Information. **Annexure A-6.**
- 2.7. Clearing Agency shall submit the affidavit of Declaration regarding Demurrage free Services to DUHS with in Pakistan. **Annexure A-1**
- 2.8. The Bidder should accept Tender Terms & Conditions- **Annexure A-2**
- 2.9. Affidavit on Stamp Paper of Rs. 100/- that the firm is not black listed by any government / semi government Department as per Specimen at **Appendix-I.**

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

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

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

- 4.1 A prospective company requiring any clarification(s) may notify to DUHS or an Officer authorized on its behalf in writing. The DUHS or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before (approximate **05 working days** or more) to the deadline set for the submission of bids. Copies of DUHS response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).

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

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

### **6. LANGUAGE OF DOCUMENTS**

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

### **7. PRICE**

- 7.1 Price / bid offer should be quoted in Pak Rupees as per format given at **Annex- E.**
- 7.2 The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
- 7.3 The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).

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

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

8.1 The bidder shall furnish a bid security / earnest money to the tune of **Rs. 50,000/-** in form of Pay Order/ Call Deposit/ Bank Guarantee in favor of Dow University of Health Sciences, Karachi as per **Annex-C**

8.2 Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the DUHS as non-responsive.

8.3 The bid security / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.

8.4 The bid security/ earnest money of the successful bidder will be returned after completion of contract period.

### **8.5 The security deposit may be forfeited / confiscated:**

- i. If a bidder withdraws his bid during the period of bid validity.
- ii. If the bidder does not accept the correction of his bid price.
- iii. In the case of a successful bidder, if he fails to sign the contract agreement.
- iv. If the bidder fails to provide the requisite Clearing Services.
- v. If the bidder fails to fulfill the requirements upon which he has given certificates / affidavits etc.

## **9. VALIDITY OF BIDS**

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

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

10.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought offered or permitted.

10.2 Arithmetical errors will be rectified on the following basis:

- i. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
- ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

## **11. RESPONSIVENESS OF BIDS**

11.1 The bid is valid till required period.

11.2 The bid prices are firm during its validity and inclusive of all taxes, duties etc.

11.3 Compliance to all important terms and conditions of tender document on specified formats.

11.4 The bidder is eligible for tendering and possesses the requisite experience.

11.5 The bid does not deviate from basic requirements.

11.6 The bidder submitted all mandatory / requisite documents as mentioned in the tender document.

11.7 The bid is generally in order etc.

## **12. DEADLINE FOR SUBMISSION OF BID DOCUMENTS**

- 12.1 The bids shall be delivered in person or sent by Registered mail / Courier service, which should reach The Project Director, Planning & Development Department, 3<sup>rd</sup> Floor, Main Administration Block, DMC Campus, DUHS, Karachi on or before 11:00 am on 13<sup>th</sup> August, 2018.
- 12.2 The Technical and Financial Sealed Bids put in 2 x Separate Sealed Envelopes of the company, which will be kept in the locked Tender Box / Safe Custody at the DUHS on or before the prescribed time on given date.
- 12.3 Technical Bid should be submitted in sealed envelope containing necessary information regarding tender notice and warning message “Do Not Open Before the time and date of bid opening”.
- 12.4 Opened or e-mailed or faxed or telexed bids will not be accepted.
- 12.5 Any bid received by the DUHS after the date and time of tender opening will be returned as unopened to sender / bidder.

## **13. OPENING OF BID**

- 13.1 The Committee will publically open the Sealed Technical Bids first on 13<sup>th</sup> August, 2018. at 11:30 a.m. in the presence of company’s representatives who choose to be present, while the Financial bids of all prospective bidders would be kept in safe custody at DUHS. After declaration of Technical Bid Results, the Sealed Financial Bids of only Technically Qualified firms would be opened publicly at time / date to be announced later. Whereas, Sealed Financial Bids of technically non-qualified bidders will be returned as unopened / unprocessed.
- 13.2 The bidding company’s name, bid price and such other details as the committee at its discretion may consider appropriate, will be announced at the time of Sealed Financial Bid opening process.
- 13.3 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.
- 13.4 The DUHS reserves the right to reject any one or all bids / proposals or scrap / cancel the tender as per relevant SPPRA Rules 2010 (Amended 2017).

## **14. EVALUATION OF BIDS**

- 14.1 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non- conformity.
- 14.2 The relevant Committee will evaluate and compare only the bids previously determined to be substantially responsive. The bids can be evaluated as a whole or separately.
- 14.3 It will be examined in detail whether the clearing services offered by the company complies with the provisions of this tender document. For this purpose, the company’s data will be compared with the tender document eligibility and evaluation criteria along with visit to company facilities / offices for physical inspection.
- 14.4 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no major deviation / stipulation shall be taken by the company.
- 14.5 Any minor informality or non-conformity or irregularity in the documents, which does not constitute a material deviation, may be waived by DUHS, provided such waiver does not prejudice or affect the relative ranking of any other company.

## 15. TECHNICAL EVALUATION CRITERIA

The bids shall be evaluated on the basis of Eligibility Criteria as per Clause 2 of the tender document. Based on the record / documentary evidence submitted by the bidders, each firm shall be ranked as per the under mentioned Evaluation Criteria:

S#	Evaluation Parameters	Points
1.	Years of experience for providing Clearing Services From 1 to 5 Years= 5 Marks From 6 to 10 Years= 10 Marks From 11 to 15 Years and above = 15 Marks	15
2.	Years of experience for providing Clearing Services of Existing Clients : i. Government/Semi government/ Autonomous clients (3 points max) ii. Public Sector University's/ Medical Colleges (7 points max). iii. Commercial/ Others (upto 5 points max) <b>(letters from all such existing clients must be attached for points)</b>	15
3.	Previous client's certificate of good conduct upto 05 clients 2 point for each client's letter <b>(letters from previous clients must be attached for points)</b>	10
4.	Copy of CLEARING AGENT License for custom clearance (10 Points) Valid Registration in Sales Tax: (05 Points max) Valid Registration in Income Tax : (05 Points max) <b>(Attested Copy of Licenses must be attached)</b>	20
5	Documentary Evidence/ Agreement for providing Transport service and material handling equipment's.	15
6	<b>Average Financial Turn-over (For last 3 years):</b> 1.0 Million & Above = 5 3.0 Million & above = 10 5.0 Million & above = 15	15
7.	Physical inspection of the company's offices / services / equipment by DUHS.	10

**Note:** Minimum passing marks for technical qualification is **70%** besides compliance of all mandatory clauses.

To qualify for financial evaluation, the bidders must secure **70%** marks / points in Technical Evaluation. Furthermore, the formula for financial scoring is that the lowest bidder gets 30 points and the other bidders score 30 multiplied by the ratio of the lowest bid divided by the quoted price.

**Example:**

Value quoted by lowest bidder = A

Value quoted by second lowest bidder = B Value quoted by third lowest bidder = C

Financial scoring of the lowest bidder will be = 30

Financial scoring of the second lowest bidder will be=  $(A/B)*30$  Financial scoring of the third lowest bidder will be =  $(A/C)*30$

Technical scoring out of 100 = A

Carried Forward & Prorated Technical scoring =  $A \times 0.70$

Points obtained in the detailed technical evaluation will be carried forward and prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (Technical Score + Financial Score).

**16. PROCESS TO BE CONFIDENTIAL**

16.1. No company shall contact DUHS on any matter relating to its tendering process from the time of opening to the time of tendering announcement.

16.2 Any effort by a bidder to influence DUHS in the evaluation, comparison or selection decision may result in the rejection of its bid.

**17. COMPLIANCE CERTIFICATE**

The company should agree with the terms and conditions as mentioned in Annex-A.

**18. AWARD CRITERIA & DUHS'S RIGHT**

18.1 The contract will be awarded to substantially lowest bidder provided that; such bidders have been determined to be technically qualified to satisfactorily perform the contract. The selected company will have to furnish a **Performance Guarantee / Security amounting to Rs. 500,000/-** valid for the period of the contract as per Annex-D.

18.2 The DUHS reserves the right to accept or reject any submitted bid, as per SPPRA Rules 2010 (Amended 2017) and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the DUHS's action.

**19. REQUIREMENT / FORMAT OF BID**

19.1 All bidders shall quote their **firm and final rates for 12 months** (extendable upto 36 months) including all the taxes, duties, levies etc. on the format given at Annex-E and attach the requisite **Bid Security / Earnest Money** in the form of a Pay Order / Demand Draft / Bank Guarantee as per this Tender Document requirement / obligations.

**20. CONTRACT AGREEMENT**

20.1 DUHS reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of contract agreement) and forfeit Security Deposit/ Performance Bond and any amount due to the Agency. The Agency shall reproduce draft contract agreement provided by DUHS on stamp paper with stamps affixed of the value equals to the prevailing Government rules / rates. Bidder shall pay the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.

20.2 The Agency shall not alter/add/delete any article, clause or chapter of the draft contract agreement. However, the Service Provider may rephrase any clause, article or chapter with the consent of the DUHS for the purpose of clarity, legality, or otherwise except where scope of work, terms & conditions, and service charges is not adversely affected against the DUHS.

**21. FORCE MAJEURE**

21.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the DUHS or of the Security Service Provider i.e., Earthquake, Flood, or any other Severe Climatic circumstances. Non-availability of materials / supplies / required clearing and forwarding services or any other event leads towards clear negligence of the Security Guards / Supervisors or the Security Agency shall not constitute Force majeure.

21.2 If by reasons of Force Majeure supplies or clearing forwarding services cannot be delivered by the due delivery date, then the delivery date may be extended appropriately by the DUHS keeping in view its all the circumstances and requirements.

21.3 The Security Service Provider shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

21.4 If a Force Majeure situation arises, the Security Service Provider shall, by written notice served on the DUHS, indicate such condition and the cause thereof. Unless otherwise directed by the DUHS in writing, the Security Service Provider shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



## **NOTICE INVITING TENDER (NIT)**

No. DUHS/P&D/2018/9465 Dated 16 July 2018

Dow University of Health Sciences (DUHS), Karachi invites following bids for hiring of CLEARING AGENT services for clearance goods from custom having registration with Federal Board of Revenue (FBR) for Income Tax and Sales Tax.

<b>Name of Bid</b>	<b>Reference No.</b>
Hiring of Clearing Agency for Custom Clearance	DUHS/P&D/2018/9465

Tender Fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable in shape of Pay Order / Demand Draft in favor of Dow University of Health Sciences, Karachi
Bid Security	<b>Rs. 50,000/-</b> in form of Pay Order/ Call Deposit/ Bank Guarantee in favor of Dow University of Health Sciences, Karachi
Purchasing Date & Time	19 July 2018 to 11 August 2018
Bids Delivery Date & Time	13 August 2018 at 11:00 a.m.
Bid Opening Date & Time	13 August 2018 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, NTN, GST Certificates and Pay Order / Demand Draft of tender fee during office hours. Bidding Documents are also available at DUHS and SPPRA websites. Interested Bidders may obtain further information personally from 11:00 A.M. to 02:00 P.M.

Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will be rejected.

The Dow Medical College, Karachi (DUHS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended upto date).

ENGR. ABDUL RAHIM KHAN  
Project Director,  
Planning & Development Department,  
3<sup>rd</sup> Floor, Main Administration Block,  
Besides Civil Hospital, Baba-e-Urdu Road, Karachi  
Phone No: + 92-21-99216065  
Email: rahim.khan@duhs.edu.pk

**GENERAL COMPLIANCE CERTIFICATE**

The bid must accompany all the requisite documents mentioned in tender evaluation criteria of this document.

The following be signed and attached with the bids as a general compliance to tender document requirements, if agreed upon:

Name of Firm: .....

Name of Representative: .....

Mailing Address with Phone:

.....  
.....  
.....

Signature of authorized Officer and Seal of the Agency:

.....  
.....  
.....

**DECLARATION REGARDING OF DEMURRAGE FREE SERVICE BY BIDDER**  
(On Stamp Paper)

To,

Date:

The project Director  
Planning & Development Department  
3<sup>RD</sup> Floor, Main Administration Block  
D.M.C, Dow University of Health Sciences,  
Karachi.

Sir,

**Re: DUHS/P&D/2018/9465, Dated July 16, 2018, for “Contract of agent for Custom Clearing”.**

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

Yours faithfully

(Signature of the Bidder)  
Printed Name  
Designation  
Seal

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

(On Stamp Paper)

To,

Date:

The project Director  
Planning & Development Department  
3<sup>RD</sup> Floor, Main Administration Block  
D.M.C, Dow University of Health Sciences,  
Karachi.

Sir,

**Re: DUHS/P&D/2018/9465, Dated July 16, 2018, for “Contract of agents for Custom Clearing”.**

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

**VALID LIST OF CLIENT'S DETAIL**  
(On Company / firm's Letterhead)

To,

Date :

The project Director  
Planning & Development Department  
3<sup>RD</sup> Floor, Main Administration Block  
D.M.C, Dow University Of Health Sciences ,  
Karachi .

Sir,

**Re: DUHS/P&D/2018/9465, Dated July 16, 2018, for "Contract of agents for Custom Clearing".**

I/we hereby mention following list of valid Clients details along with addresses & Contact numbers where our firm had provided services, supported by copy of CLEARING AGENT orders/work orders for your reference:

SR. No.	NAME OF COMPANY & ADDRESS	DESCRIPTION DONE	OF WORK	CONTACT PERSON & TELEPHONE NO.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Encl : As above

**DECLARATION FOR PROVIDING LOCAL SUPPORT SERVICE**  
(On Company / firm's Letterhead)

To,

Date:

The project Director  
Planning & Development Department  
3RD Floor, Main Administration Block  
D.M.C, Dow University Of Health Sciences,  
Karachi

Dear Sir,

**Re: DUHS/P&D/2018/9465, Dated July 16, 2018, for “Contract of agents for Custom Clearing”.**

I/we carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I/we hereby declare that I will provide **Local Support Service** to DUHS Karachi.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date :

Business Address :

**DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN**  
(On Company / firm's Letterhead)

To,

Date:

The Project Director  
Planning & Development Department  
3<sup>RD</sup> Floor, Main Administration Block  
D.M.C, Dow University Of Health Sciences ,  
Karachi

Sir,

**Re: DUHS/P&D/2018/9465, Dated July 16, 2018, for “Contract of agents for Custom Clearing”.**

1) I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts / Copy of filed Income Tax Return Forms for your references :

F. Y. 2015 – 16	F. Y. 2016 – 17	F. Y. 2017 – 18

And,

2) I/we hereby declare that, our firm had filed Income Tax Returns for last 3 years i.e. 2015-16, 2016-17 & 2017-18. Supported by copy ITR/STR of three years.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Encl : As above

## BIDDER'S INFORMATION

Details of the Bidders :		
1	Name of the Bidder	
2	Address of the Bidder	
3	Status of the Company (Public Ltd./ Pvt. Ltd.)	
4	Details of the Incorporation of the Company	Date:
		Ref. Document-
5	Valid Sales Tax Registration No.	
6	Valid Income Tax Registration No.	
7	Valid NTN Registration No.	
8	Name & Designation of the Contact person to whom all references shall be made regarding this tender	
9	Telephone No.	
10	Email Address of the contact person	
11	Fax No. (with STD Code)	
12	Website	



**DECLARATION FOR COMPLETION OF CONTRACTS / SERVICES WITH  
GOVERNMENT / PUBLIC SECTOR UNIVERSITY'S/ MEDICAL COLLEGE/OTHERS**  
(On Company / firm's Letterhead)

To,

Date:

The Project Director  
Planning & Development Department  
3<sup>RD</sup> Floor, Main Administration Block  
D.M.C, Dow University of Health Sciences,  
Karachi.

Sir,

**Re: DUHS/P&D/2018/9465, Dated July 16, 2018, for “Contract of agents for Custom Clearing”.**

I/we hereby declare that, our firm M/s \_\_\_\_\_ was completed contract as Clearing Agent with following Government/Semi Government /PSU/ Medical College/Others in Last three years:

- i)
- ii)
- iii)

I/We also enclosed these attested copy of certificates which bear the name, address and telephone nos. of the authorized signatory.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Encl: As above

**CLEARING AGENCY'S SCOPE OF WORK**

**22. Aim: For smooth arrangements of clearance and safe transportation of goods the following are the scope of work to be performed if hired for provision of clearing services for DUHS.**

- (i) Clearing Agency shall render all services as and when necessary and as directed by DUHS.
- (ii) Agency shall also perform all such auxiliary and incidental services and operations as may be necessary in the course of performing the Contract and as indicated by DUHS.
- (iii) Agency would enter to a clearing service contract of 12 months extendable up to a maximum of 36 months period upon satisfactory performance.
- (iv) Handle and clear imports of all cargos and articles of all kinds including components, consumables, scientific & medical instruments, equipment's, spares, chemicals, hazardous & dangerous cargo, Live Stock etc. and any other cargo which may be imported by DUHS.
- (v) Agency will provide transport service / lifter / crane and any other arrangement for safe and timely delivery of shipment to the destination.
- (vi) Instructions for clearance will be issued by DUHS giving particulars of the cargo to be cleared, name of the Vessel/BL/AWB details, Postal Parcel number, Customs Call notice and place of delivery or dispatch details along with all the relevant dispatch documents.
- (vii) On receipt of the instructions and subject to availability of all dispatch documents as required by Port, Carriers and Customs and filling of WEBOC/ GD by Carriers/their agents, will prepare the GD and all the necessary papers and file the same with Customs and Port Trust/Airport authorities/Foreign Post Office for expeditious clearance of the consignment. If the particulars relating to the cargo furnished in the instructions are not sufficient CLEARING AGENT will take steps that are necessary for obtaining the required particulars from the authorities or bodies concerned. In the event of non-availability of any document or any document being inadequate, CLEARING AGENT will execute, at the cost of DUHS, the necessary Indemnity bond or guarantee or other documents as may be necessary for immediate clearance and obtain delivery of the cargo/shipment in the shortest possible time.
- (viii) CLEARING AGENT shall be fully responsible for the finalization of the GD from the time they are filed with the Customs, **GD assessed provisionally should be finalized within three days from the date** of clearance and any hold up for want of documents etc. for such finalization should be promptly brought to the notice of DUHS.
- (ix) CLEARING AGENT shall maintain close day-to-day liason with DUHS with regard to the processing of the GD, CLEARING AGENT shall get done any amendments required for Marks and Numbers on GD. Regarding finalization, any difficulty experienced by CLEARING AGENT or any queries raised by Customs requiring clarifications by DUHS, should be immediately brought to the notice of DUHS. Where Customs issue instructions for drawl of samples before assessment for further test and analysis or requirements of catalogue/literature, write-up or any other data, the same should be done within 3 days keeping DUHS informed of the action and subsequent progress.
- (x) Whenever any short landing of cargo is noticed, CLEARING AGENT shall be required to file "Not found" notice with the Port authorities and apply within the stipulated period obtain and lodge claims on Vessel /Airline/ Courier Post Office agents with necessary

documents within the prescribed time. If landing CLEARING AGENT / Customs duty in respect of short landed packages/ bundles/cargo has already been paid, CLEARING AGENT shall automatically apply for refund of proportionate/whole landing CLEARING AGENT and/or Customs duty and the matter will be perused by CLEARING AGENT, till the claim is finally settled. CLEARING AGENT will have to make good to DUHS any loss incurred due to negligence or failure on their part to take any of the above actions.

- (xi) It is incumbent on CLEARING AGENT to examine carefully all packages of each consignment landed from Sea/Air/Courier with the respective Invoices and measurement / Packing list and whenever, during landing/unloading or clearance or at the time of delivery, any damages or loss of goods or discrepancies are noticed, CLEARING AGENT shall inform DUHS and promptly apply for survey to the Port Authorities/ Airline/ Courier agents, as the case may be, within the prescribed time limit and peruse action to obtain Survey Report and lodge the claim for obtaining compensation for the damage/losses. DUHS representative whenever necessary should be associated with the Survey. For survey purpose, CLEARING AGENT may contact Insurance Company / Port Authority, from whom we have taken Open Insurance Policy. CLEARING AGENT will be responsible to obtain proper Survey Reports co-relating correct documents/items to the relevant cases and ensure that the damaged packages are properly repacked in the presence of DUHS representative before dispatch to final destination. CLEARING AGENT will not dispatch, without repacking, any packages/ consignments unless otherwise authorized by DUHS in writing.
- (xii) Where cargo have landed from Sea/Air Freight Units / Courier Office, but are subsequently not traceable/missing in the cargo shade CLEARING AGENT shall be required to file "Not found" Notice with the Port authorities within the statutory period. The Vassel /Airline/courier I Agents should also be notified simultaneously. When CLEARING AGENT are unable to locate such "Not found" cargo within a week, CLEARING AGENT shall employ with DUHS's consent and cost, specialized firms for locating such cargo in the cargo shade. If the cargos are found later with damages / losses / discrepancies, shipping Company /Airline/ Courier surveys and arrange for repacking as enumerated in relevant clause. If the cargos are not found **within three months**, CLEARING AGENT shall automatically apply for refund of proportionate/whole landing CLEARING AGENT s and/or Customs duty, if already paid, and the matter will be perused by CLEARING AGENT till the claim is finally settled.
- (xiii) After obtaining delivery, CLEARING AGENT will either move the cargo to Cargo Shade or deliver the same to DUHS Concern department or Procurement Directorate at Karachi through appropriate Transport Carrier and obtain receipt for having safely delivered.
- (xiv) CLEARING AGENT will be responsible for all losses or damages to cargo, direct or consequential for negligence or failure to exercise due care in the matter of dispatch/ delivery of the cargo, CLEARING AGENT shall be held responsible in case delivery/dispatch is effected wrongly, i.e. contrary to DUHS instructions and for all losses or damages to the cargo or infructuous expenditure, direct or consequential, as a result thereof.
- (xv) Where consignments are bulk and heavy, CLEARING AGENT will inform DUHS and the Transport Carrier specified by DUHS, the probable date of delivery at least a day or two in advance, so that the cargo could be cleared and dispatched directly from the Sea Port/Airport/Courier Office unless otherwise advised by DUHS in writing to be moved to other DUHS Site / Branches.
- (xvi) All documents pertaining to the import consignments such as AWB/Bill of Lading, Customs Invoice, Packing list, GD, WEBOC copies etc. Original should be returned by CLEARING AGENT to DUHS within fifteen days from the date of effecting clearance.

**23. MODE OF PAYMENT:**

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

**24. CUSTOMS DUTY & REFUND CLAIM:**

- 24.1 DUHS is exempted from payment of Customs duty. DUHS shall provide all documents necessary as per notifications. In the cases, where such documents are not available CLEARING AGENT shall try their best to clear the consignment against Indemnity Bond to be provided by us. In cases where Customs are not accepting the bond, DUHS shall pay the Customs duty "under protest". In such case, DUHS shall apply for refund & CLEARING AGENT will have to assist us & peruse our claim with the concerned authorities at the Office of Collector of Customs/Appellate Tribunal of Customs.
- 24.2 CLEARING AGENT shall make every effort to clear consignments within the free period without payment of warehouse/demurrage CLEARING AGENT. However, in case of payment warehouse/demurrage CLEARING AGENT, justification for the same (including date wise action taken by CLEARING AGENT) with explanatory data shall be given by CLEARING AGENT.
- 24.3 Demurrage / Warehouse CLEARING AGENT can however be reimbursed only if there is absolutely no fault of the agent in speedy clearance of the items and only in case of situations beyond the control of the agent.
- 24.4 CLEARING AGENT shall have to clear the consignments within 72 hrs i.e. 3 days allowed by International Airport Authority of /Air Fright Units And for Port Trust, Port Qasim i.e. Sea consignment 360 hrs i.e. 15 days, provided all the documents in original are given to CLEARING AGENT well in time. In case of any delay beyond CLEARING AGENT's shall have to give detailed justifications as to why consignments could not be cleared in time for our consideration.
- 24.5 In case of short landed and untraceable packages/cargo, CLEARING AGENT shall, inform to DUHS including Customs duty.
- 24.6 In case of port CLEARING AGENT, where amounts have been paid by CLEARING AGENT in excess of what is actually due, DUHS will have the right to admit and reimburse only such amounts which are actually due and restrict the bill amounts accordingly. The responsibility to claim refund of such amounts, i.e. amounts paid in excess of actual dues and not admitted by DUHS, from the concerned authorities shall rest entirely with CLEARING AGENT.

**25. SUBMISSION OF BILLS FOR PAYMENT**

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

**26. MAINTENANCE OF RECORDS, SUBMISSION OF STATEMENTS ETC.**

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

**27. Confidentiality:**

The Agency shall ensure that all employees performing, the services shall not any time during the validity of the contract agreement or thereafter, will not disclose any information whatsoever, to any person, as to be affairs of the DUHS or its personnel and as to any other matter, which may come to their knowledge by reason of performance of the services. If in the opinion of the DUHS Management there has been any such disclosure the person concerned shall immediately be dismissed from the service of the Agency and other necessary action shall also be initiated with the consultation of DUHS management.

**28. Responsibilities of the Agency:**

- a. The agency is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties.
- b. The Agency is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its personnel and agrees that neither the DUHS nor any of its personnel shall be held liable for either of the above in any manner.
- c. The personnel of the agency shall not in any manner indulge in any unionism nor have any linked activity with DUHS employees.
- d. The agency is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the DUHS management regarding their service matters that is the sole responsibility of the agency.
- e. The DUHS may refuse to accept services from any of the employees of the agency, whose work has been found unsatisfactory or not in the accordance with the requirements of this document.

**29. Restriction of Assignment /Take over**

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

Name of Firm & Seal: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Mailing Address with phone: \_\_\_\_\_

**FORMAT OF BANK GUARANTEE FOR BID SECURITY**

Bank Guarantee No.: \_\_\_\_\_

Dated of issue: \_\_\_\_\_

Valid upto: \_\_\_\_\_

Value (Rs.): \_\_\_\_\_

To: [Name & Address of the Procuring Agency]

Dear Sir,

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

**WE HEREBY AGREE AND UNDERTAKE:**

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

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

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

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

Yours faithfully,

Name of the Bank: \_\_\_\_\_

Authorized officer's Signature & Seal: \_\_\_\_\_

**FORMAT OF BANK GUARANTEE FOR PERFORMANCE BOND**

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

To: [Name & Address of the Procuring Agency]

Whereas \_\_\_\_\_ **[Name of Bidder]** (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. **[number]** dated **[date]** to supply **[description of services]** (hereinafter called "the Contract").

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Dow University of Health Sciences, Karachi with a Bank Guarantee by a scheduled bank for the sum of 5% 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 Words and Figures]** and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without requiring the Dow University of Health Sciences, Karachi to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of **[Amount of Guarantee]** as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for one month after the completion of contractual obligations by the Bidder to the Dow University of Health Sciences, Karachi for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Yours faithfully,

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

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

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

Sworn & Sign before me

This day of .....



## ANNEXURE-E

### FORMAT FOR QUOTING OF RATES

Rate Must be quoted in term of percentage (%age) in Pakistani Rupee including all the taxes and duties and levies etc.

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

**Note:** Percentage shall be calculated according to the provisions of the GD amount.  
Bid Security instrument must be attached with the Financial Bid / Proposal.

Tenderer's Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

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

Tel: / Fax No.: \_\_\_\_\_

**(Must be Printed on Rs. 100/- Stamp Paper) UNDERTAKING / CERTIFICATE**

If provided information with the bid document found false, or any criminal proceedings found in any court of law, the services of the hired Clearing agency will be immediately terminated without assigning any reason and making any refund / payment. Further, the performance security given by the firm will also be confiscated and the firm will be declared black listed.

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

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

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

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

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

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

Agency Seal :

**ATTESTED BY NOTARY PUBLIC**

**(Must be Printed on Rs. 100/- Stamp Paper) BLACK-LISTING CERTIFICATE**

CERTIFIED THAT M/S. \_\_\_\_\_, HAS NOT BEEN BLACK-LISTED BY ANY PUBLIC OR PRIVATE SECTOR ORGANIZATION IN PAKISTAN..

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

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

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

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

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

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

Agency Seal :

**ATTESTED BY NOTARY PUBLIC**

**AFFIDAVIT INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

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

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

Dow University of Health Sciences  
Signature & Seal

(Name of Security Firm)  
Signature & Seal

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

**FORM OF CONTRACT**

**Specimen Purpose only)**

**CONTRACT FORM AGREEMENT**

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

WHEREAS the Contractor is a service provider.

AND

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Contractor / Authorized Representative)

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Seal: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Officer of the DUHS)

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Seal: \_\_\_\_\_

**WITNESS – 1**

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

**WITNESS – 2**

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

## CHECKLIST

The following items must be checked before the Bid is submitted:

### 1. Envelope "A"

- a) Demand Draft for Rs.2000/- (Rs. Two Thousand Only) towards cost of Bid document
- b) Demand Draft for Rs. 50,000/- (Rs. Fifty Thousand Only) towards Bid Security Deposit.
- c) Eligibility Criteria Responses (each pages duly sealed and signed by the authorized signatory)
- d) Annexure A1 : Declaration of Demurrage Free Service  
Annexure A2: Declaration for Acceptance of Tender Terms and Conditions  
Annexure A3: Client's Details  
Annexure A4: Declaration for providing Local Support Service  
Annexure A5: Declaration of Annual Turnover and Income Tax Return  
Annexure A6: Bidder's Information  
Annexure A7: Declaration for completion of Contracts / Services with Government Institutes:
- e) Copy of this document duly sealed and signed by the authorized signatory on every pages.

### 2. Envelope "B"

- a) Financial Bid :

Your quotation must be submitted in two envelopes **Technical Bid (Envelope A)** and **Financial Bid (Envelope B)** superscribing on both the envelopes the Tender no. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our **Tender No. & Due Date.**