



BIDDING DOCUMENT
Single Stage – One Envelope Bidding Procedure

PROCUREMENT OF GYM EQUIPMENT
(Ref. No. DUHS/DP/2018/58)

NIT No. DUHS/DP/2018/54/61 Dated 10 OCTOBER 2018

SCOPE OF WORK

Dow University of Health Sciences (DUHS), Karachi intends to procure the **Gym Equipment** meeting the requirement from the eligible bidders.

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

GENERAL CONDITIONS & INSTRUCTIONS

- 1) Bids should be submitted in accordance with SPPRA Rules 46 (1) – Single Stage One Envelope Procedure. Each bid shall comprise one single envelope containing the financial proposal and required technical information.
- 2) The committee in the presence of the bidders or their authorized representatives, who may like to be present, will open the bids publicly at the prescribed time, date and venue.
- 3) The Contracts concluded as a result of this Tender Inquiry shall be governed by the “Terms & Conditions” and other relevant instructions as contained in this Bidding Document.
- 4) Bids qualified by such vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly.
- 5) The Bids shall be evaluated in accordance with the specified evaluation / qualification criteria and terms & conditions of the bidding document.
- 6) At any time prior to date of submission of bids, DUHS may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on website of the university (www.dush.edu.pk). In order to provide reasonable time to take the amendment into account in preparing their bid, DUHS may or may not, at his discretion, extend the date and time for submission of tenders.
- 7) In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.
- 8) Any Bid not received as per terms and conditions of the Bid Document is liable to be ignored. Offer shall not be considered if:
 - i. Bid received without original bid document purchase receipt.
 - ii. Bid received without prescribed Bid Security.
 - iii. Bid received after the time and date fixed for the bid opening.
 - iv. **Bid received without Brochure / Data Sheet of the goods reflecting the detailed specifications of the goods.**
 - v. Unsigned Bid.
 - vi. Ambiguous Bid.
 - vii. Conditional Bid.
 - viii. Bid from a firm blacklisted, suspended or removed from the approved list.
 - ix. Bid through telegram.
 - x. Bid with shorter bid validity period.

- xi. Bid not conforming to the technical requirements.
- 9) 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.
- 10) Language of the Bid: 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.
- 11) Sealing and Marking of Bids: The envelope shall
- i. Bear the name and address of the Bidder;
 - ii. Bear the specific identification Name and Number of this bidding process indicated in the Bid Data Sheet; and
 - iii. bear the purchaser's name and address i.e. Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi and a statement: "DO NOT OPEN BEFORE," the time and date specified in the Bid Data Sheet.
 - iv. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 12) **Documents comprising the bid**
- i. Original bid document purchase receipt else the bids will be rejected.
 - ii. Complete Profile of the Bidder with legal status, organization structure and nature of business.
 - iii. Income Tax Certificate
 - iv. GST / SST Registration Certificate (if applicable)
 - v. Undertaking on 100/- stamp paper (Sample attached)
 - vi. Financial Turn-over of at least last three years.**
 - vii. Past experience of the bidder for supplying the goods of similar nature.**
 - viii. Printed Brochures / Data Sheets reflecting the detailed specifications / characteristics of the offered goods.**
 - ix. Original Pay Order / Call Deposit / Demand Draft of Bid Security.
 - x. Original copy of the Financial Proposals with Quoted price and prescribed certificate. The offer should be in PKRs. on Delivered Duty Paid (DDP) Basis at consignee's end.
 - xi. Documentary evidence in support of evaluation and qualification criteria.
- 13) All rules, regulations and policies will be governed in accordance to the Sindh Public Procurement Regulatory Authority (SPPRA) and Dow University of Health Sciences (DUHS), Karachi.
- 14) Bids shall remain valid for 90 days from the date of its opening. The bid validity date may be extendable in terms of Rule 38(2)(3)(4) of SPPRA Rules 2010 (Amended till date). A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 15) No quoting firm will be allowed to withdraw its offer during the bid validity period.

- 16) Late bids, due to any reason what-so-ever, shall not be considered and returned unopened to the bidder or his authorized representative.
- 17) The bidder must be registered with GST / SST (if applicable) and Income Tax Departments otherwise their offer will not be considered and rejected straightaway.
- 18) The tender must be free from erasing, cutting and over writing. In case of erasing, cutting and over writing, authorized person should initial and stamped it, else the offer will not be entertained.
- 19) 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.
- 20) Conditional bids against the Govt. Rules / policy and without bid security will not be considered / entertained / accepted.
- 21) The Bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 22) DUHS reserves the right to evaluate and compare the bids on itemized basis OR on the Group / Lot basis OR on the basis of a group of similar nature goods OR goods compatible with each other.
- 23) The Bidder shall pay the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.
- 24) General Sales Tax / Sindh Sales Tax will be paid on applicable items only by the company / firm / agency.
- 16) Required documents shall be submitted, if the bidder / Supplier will claim Tax exemption facility regarding non deduction of Advance Income Tax.
- 17) Related work may be alter, remove, added or deleted to scope if considered essential to complete related task assigned.
- 32) Bidder shall NOT claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
- 25) The bidder shall furnish a bid security / earnest money equivalent to **2% of the total value of bid** in the form of a Call Deposit / Bank Draft / Pay Order issued by a scheduled bank of Pakistan, in favour of the Dow University of Health Sciences, Karachi. Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the DUHS as non-responsive.
- 26) The bid securities / earnest money submitted by unsuccessful bidder shall be returned to them without any interest whatsoever, after conclusion of the contract with successful bidder or on expiry of validity of bid security whichever is earlier.
- 27) The bid security of the successful bidder will be returned only when the bidder furnish the required Performance Security and signed relevant contract agreement.
- 28) The Bid Security / Performance Security is liable to be forfeited and acquire the services at bidder's risk and expenses in case;
 - i. The acceptance of bid issued during the validity period of the offer is not accepted by the bidder.

- ii. The offer is withdrawn, amended or revised during the validity period of the offer.
 - iii. The contractor fails to execute the contract strictly in accordance with the terms and conditions laid down in the contract.
 - iv. The contractor delays the supply of goods / services delivery.
 - v. The contractor refuses to provide the goods after receiving Acceptance or signing of Contract in accordance with the terms & conditions laid down in the Contract.
- 29) Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt and prescribed Bid Security for each alternate offer in case they want to submit alternate offer. All the bids with alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security shall not be considered and both bids, original and alternate will be rejected.

30) **Bid Prices:**

- i. The bids shall be quoted in Pak Rupees on DDP Basis.
- ii. The bids should be inclusive of all applicable taxes to Federal & Provincial Govt. or local bodies and will be deducted from the bill of the bidder / contractor.
- iii. The Bidder shall quote the price on the given Price Schedule, and shall sign the certificate given therein to the effect that the goods shall be provided exactly in accordance with the requirements of the procuring agency. In case there is any deviation, it should be clearly stated by the Bidder separately, describing deviation from Specifications, otherwise it would be presumed that offer is strictly in accordance with the requirement and specifications. Only those items shall, be typed on the price schedule / separate letter-head (as per serial number of item) for which the rates are to be quoted.
- iv. Bidder should quote their firm and fixed rates for the entire period of the contract. Bids of the firms received with prices quoted on variable basis shall be rejected straightaway.
- v. The quoted rates once offered by the bidder will not be changed during the contract period.

31) **Preliminary Examination of Bids**

- a. Purchaser shall evaluate the technical bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b. Prior to the financial evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- c. A bid determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.
- d. Arithmetical errors will be rectified on the basis, 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. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

- e. The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
 - f. The Technical evaluation carried out by the Committee will be final.
- 32) Bidder shall not be allowed to alter or modify his bid after the opening of the bids. However, the procuring agency may seek and accept clarification to the bid that do not change substances of the bids.
 - 33) The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Purchaser's prior written consent.
 - 34) 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.
 - 35) The bidder shall have to accept any further conditions introduced by the Government during the period of contract.
 - 36) The Bidder should not be blacklisted in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization. The Bidder will be debarred from the bidding process for submitting a false statement.
 - 37) All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. 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.
 - 38) Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Purchaser.
 - 39) Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
 - 40) The goods received in the Dow University of Health Services, Karachi from the Bidder will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the bid 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.
 - 41) Procuring Agency reserve the right to cancel any or all the items, if supplies are contrary to the requisite specification and conditions of the order.
 - 42) Bidder will submit the Invoice / Bill, Purchase Order & Delivery Challan / Completion Certificate to procuring agency to facilitate the payment process.
 - 43) Payment of the bills will be subject to the deduction of mandatory government taxes/levies.
 - 44) Bidder shall comply with all Pakistani Laws, other, permits, codes and regulation applicable to the bidder's performance of services.
 - 45) 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.

- 46) The procuring agency may reject all bids or proposal at any time prior to the acceptance of a bid or proposal. The procuring agency upon request communicate to any supplier or contract who submitted a bid or proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds.
- 47) In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
- 48) All documents should be submitted duly paginated / flagged and the detailed of the documents should also be mentioned in front of the Index.

TECHNICAL EVALUATION / QUALIFICATION CRITERIA

MANDATORY REQUIREMENTS:

1. Original Tender Purchase Receipt
2. Valid NTN Certificate of Bidder
3. Valid GST / SST Certificate of Bidder
4. Compliance to the Terms and Conditions of bid document.
5. Undertaking on Rs. 100/- stamp paper (Sample attached)
6. Compliance to the delivery schedule.
7. Compliance to Bid Validity Period.
8. Submission of required amount and shape of Bid Security.
9. **BROCHURE / DATA SHEET OF THE QUOTED GOODS.**

GENERAL CRITERIA:

1. Past experience of the bidder for supplying the goods of similar nature.
2. Financial Position.
 - i. Average turnover of last three years, not less than 1.000 million per year.
 - ii. Tax return of last three years / Verified Audited Statement / Original Bank Certificate.
3. Nature of supplier.
 - i. Distributor / Authorized Dealers.
 - ii. General Traders.

NOTE:

The offer will not be entertained if the required / supporting documents have not been found attached with the offer.

NOTICE INVITING TENDER (NIT)

No. DUHS/DP/2018/-54/61 Dated 10 October 2018

Dow University of Health Sciences (DUHS), Karachi invites following bids from authorized Dealers / Distributors / Manufacturers, having registration with Federal Board of Revenue (FBR) / Sindh Revenue Board (SRB) for Income Tax and Sales Tax.

Name of Bid	Reference No.
Procurement of Next Generation Firewall	DUHS/DP/2018/54
Procurement of IP PBX, IP Phones and Ancillaries	DUHS/DP/2018/55
Procurement of Attendance Management System with Equipment & Ancillaries	DUHS/DP/2018/56
Procurement of Queue Management System	DUHS/DP/2018/57
Procurement of Gym Equipment	DUHS/DP/2018/58
Procurement of Vacutainer Tubes and Needles / Disposable Syringes / IV Cannula	DUHS/DP/2018/59
Procurement of Horses for ASV Production	DUHS/DP/2018/60
Outsourcing of Laundry Services	DUHS/DP/2018/61

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	2% of the total bid value.
Purchasing Date & Time	12 th to 26 th October 2018
Bids Delivery Date & Time	27 th October 2018 up to 11:00 a.m.
Bid Opening Date & Time	27 th October 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 University of Health Sciences, Karachi (DUHS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended upto date).

Director Procurement
Dow University of Health Sciences (Ojha Campus)
Procurement Directorate at Library Block,
SUPARCO Road, off Main University Road,
Gulzar-e-Hijri, Scheme No. 33, Karachi.
Phone No. + 92-21-99261497
Email: director.procurement@duhs.edu.pk

BID DATA SHEET

The following specific data for the goods / services to be procured shall complement, supplement, or amend the provisions in the Terms and Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in Terms and Conditions.

Name of Procuring Agency:	Dow University of Health Sciences, Karachi.
Name of Contract:	Procurement of Gym Equipment
Bidding Procedure	Bids shall be accepted under the Single Stage - One Envelope Procedure.
Language of Bid	Language of the bid shall be English
Bid Price	The quoted price shall be in PKR on Delivered Duty Paid (DDP) Basis at consignee's end.
Bid Security	The Bid Security shall not be less than 2% of the total Bid amount in Pak Rupees from any scheduled bank in shape of Pay Order / Demand Draft / Call Deposit / Bank Guarantee.
Bid Validity	Bid validity period shall be 90 days.
Alternate Bids	Alternate bids are allowed as per the clause 29, General Conditions & Instructions of bidding document.
Identification of bidding process	Procurement of Gym Equipment (Ref No. DUHS/DP/2018/58) NIT No. DUHS/DP/2018/-54/61 Dated 10 October 2018
Place of submission of Bids	Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
Deadline for Bid Submission	27 October 2018 up to 11:00 a.m.
Place, Date and time of Bid opening	Place: Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi. Date: <u>27 October 2018</u> Time: <u>11:30 a.m.</u>
Performance Security	The successful Bidder shall furnish the Performance Security equivalent to 5% of the total Contract amount in Pak Rupees from any scheduled bank in shape of Pay Order / Demand Draft / Call Deposit / Bank Guarantee.

SPECIAL CONDITIONS

1. **Manner of Submission of Tender:** Bids should be submitted in accordance with SPPRA Rules 46 (1) – Single Stage —One Envelope Procedure.
2. **Governing Language:** The language of the Tender shall be in English.
3. **Bid Security:** Each Tender must be accompanied with “Bid Security” in the form of Call Deposit / Bank Draft / Pay Order in favour of Dow University of Health Sciences, Karachi equivalent to 2% of the total bid amount.
4. **Forfeiture of Bid Security**
 - a) If the Bidders withdraw their Bids after opening of the same or the successful bidders withdraw their Bids after approval of their rates.
 - b) If the successful bidders fails to provide or refuse services either partial or total offer (Acceptance) made by DUHS.
5. **Return of Bid Security**
 - a) After finalization of the Tender, the Bid Security will be returned back to the unsuccessful bidders.
 - b) On receipt of Performance Security and signing of contract agreement, the Bid Security will be returned back to the successful Bidder.
6. **Deposition of Performance Security:** The successful bidders must deposit the requisite amount of Performance Security equivalent to **5% of the total bid amount** within the stipulated date specified in the acceptance letter in the form of Call Deposit / Bank Draft / Pay Order / Bank Guarantee issued by a scheduled bank of Pakistan, in favour of the Dow University of Health Sciences, Karachi. The Performance Security submitted should be valid for 28 days beyond the contract expiry period. No interest will be paid on Performance Security / Bid Security.
10. **Forfeiture of Performance Security**
 - a) In the event of failure to provide goods as per Contract Agreement / Work Order within the stipulated period, the security deposit may be forfeited.
 - b) In that event, supply of the goods may be taken from the next lowest bidder vide the same Work Order at contractors risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
11. **Refund of Performance Security:** After successful completion of services in contractual period, performance security will be refunded within the six months if not extended for further period.

12. **Submission of the Tender:**

- a) Bidder at their own cost shall have to submit Tender at the Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi up to the schedule date and time.
 - b) The sealed bids will be opened by the Procurement Committee in presence of the Bidders or representative of the Bidders who may be present on the scheduled opening date & time.
13. **Rates:** Bidder should quote their firm and fixed rates for the entire period of the contract on free delivery basis to consignees' end. Bids of the firms received with prices quoted on variable basis shall be rejected straightaway. Rate should be quoted inclusive of all Taxes and Levies. All corrections must be initialed.
14. The firm / agency must have requisite trade and other licenses (if applicable) to do the business for which the bid is being made.
15. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of absence of any partners, it must be signed on his behalf by a person holding "Power of Attorney" authorizing him to do so. Such "Power of Attorney" is to be produced with the Tender and in the case of the firm, carried on by one member of Joint Venture / Family, it must be disclosed that the firm is duly registered under the 'Partnership Act'.
16. Tender Form / Document with all the relevant papers in details shall be essential part of the Tender.
17. Before submission of the Tender, the bidder shall sign each page of his Tender and all of its relevant papers with date. The additional alternative and or subtractive clause (if any) shall also to be signed by the bidder.
18. **Packing:** The packing, marking and documentation within and outside the packages shall be as per manufacturer standards meeting the safety requirements of the goods.
19. **Inspections, Tests And Training:** The goods received in the Dow University of Health Services, Karachi from the Bidder will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the bid documents and which have been approved by the Procurement Committee for procurement. The Committee will submit its inspection report, any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost. The Bidder will be responsible to provide the Foreign and or Local Training to the University Staff for the specialized Equipment.

20. **Delivery of Goods:** Stores are required to be supplied within **30 days**. The bidder may, however, give their shortest guaranteed delivery period, by which the supply will be completed positively. If supplied goods are declared sub-standard the bidder will be bound to replace the goods. In the event of failure DUHS has the full right for any penalty / and other action in the matter and its decision will be final.
21. **Insurance:** The goods supplied under the Contract shall be on DDP 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.
22. **Penalty / Liquidated Damages:**
- i. In case deliveries are not completed within the time frame specified in the schedule of requirements / 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:
 - ii. The liquidated damage shall be 0.5 % per week or 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.
31. **Payment:** Payment shall be made in Pak Rupees. 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 Chairman of 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.
32. **Warranty / Guarantee:** The goods shall be accompanied by manufacturer standard warranty / guarantee or 1 year, whichever is more. Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.
37. The Tender, submitted by the firm who have already been declared as Black Listed or whose contract was terminated for dissatisfactory supply Goods or providing Services in DUHS or Government (Federal / Provincial / Local Body) Institute, will not be considered.

38. **Purchaser's Right to Accept any Bid and Reject any or all Bids:** The Procurement Committee reserves the right to approve / drop any item or scrap / cancel the tender as per relevant rules of SPPRA-2010 (Amended till date).
30. **Procuring Agency's Right to Vary Quantities:** DUHS reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.
39. **Bid Evaluation:** Bids will be evaluated on “Group / Lot Basis” in accordance with the attached Technical Evaluation / Qualification Criteria. The Technical evaluation carried out by the Committee will be final. Acceptance of lowest tender is not obligatory. Bid found to be the lowest evaluated or best evaluated bid shall be accepted.
41. **Notification of Award of Contract:** Prior to expiration of the bid validity period, the purchaser will notify the successful bidder in writing about the acceptance of the offer delivery by hand or by registered letter or by Courier. The notification of award will constitute the formation of the contract.
40. **Award of Contract & Contract Agreement:** Subject to the fulfillment of all codal formalities, the purchaser will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. Purchaser and Bidder will sign the Contract Agreement on the stamp paper with stamp duties as per prevailing Govt. Rules. The expenditure involved on the said contract agreement will be borne by the bidder.
41. **Redressal:** Redressal of Grievances & settlement of dispute will be as per SPPRA Rule-2010 (till date).
42. **Arbitration / Disputes:** In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of the letter of intent or the subject matter thereof shall be referred to the Pro-Vice Chancellor of the DUHS and CEO of the company / firm / agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties.
43. **Applicable Laws:** The Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

UNDERTAKING
(on Rs. 100/- Non Judicial Stamp Paper)

1. I / we read / understand the conditions specified in the tender inquiry and undertake:
2. That I / we will remain bound to supply any item as an additional quantity at the same rate on which said item I/ we have supplied during the contract period.
3. That I / we agree whether our bid accepted for total, partial or enhanced quantity for all or any single item.
4. I / we also agree to supply and accept the said item at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
5. I / we undertake that, if any of the information submitted in accordance to this tender inquiry found incorrect, our contract may be cancelled at any stage on our cost and risk.
6. I / we undertake that, I/ we have never been black listed in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization.
7. I / we undertake that, I/ we have never been involved in any litigation in the past with the Government (Federal or Provincial), a local body or a public sector organization.
8. **TERMS AND CONDITIONS ACCEPTANCE CERTIFICATE**

I / we, M/s. _____ is hereby confirmed that we have carefully read all terms and conditions of the bidding document and also agreed to abide SPPR-2010 Rules (amended till date) for procurement of Horses during the validity of the tender.

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

WITNESS

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

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2018 between *Dow University of Health Sciences, Karachi* of *Islamic Republic of Pakistan* (hereinafter called “the Procuring Agency”) of the one part and _____ [Name of Bidder] of _____ [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited bids for certain services, viz., _____ [brief description of goods and services] and has accepted a bid by the Bidder for providing the services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed/Sealed by Procuring Agency

INTEGRITY PACT

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

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

- (a) Its intention not to obtain the procurement / services / work of any contract, right, interest, privilege, or other obligation or benefit from the DUHS or any administrative or financial 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.

Note:

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

TECHNICAL SPECIFICATIONS
GROUP – A
GYM EQUIPMENT

ITEM NO. 01: Lat Pull Down / Rowing Machine

Model	
Manufacturer	
Warranty: Minimum 01 Year	
Material	
Type: Professional / Semi-Professional	
Flask Holder	
Unit Weight 77 kg or better	
Dimensions in cm (LxWxH) ± 176x102x218	
Weight Stack: ± 250 lbs	
Adjustable Footrests	

Design:



ITEM NO. 02: PEC DEC / Rear Delt	
Model	
Manufacturer	
Warranty: Minimum 01 Year	
Material	
Type: Professional / Semi-Professional	
Unit Weight 125 kg or better	
Dimensions in cm (LxWxH) ± 136x130x206	
Weight Stack: ± 250 lbs	

Design:



ITEM NO. 03: COMMERCIAL ROWING MACHINE WITH LCD DISPLAY

Model	
Manufacturer	
Warranty: Minimum 01 Year	
Material	
Type: Professional / Semi-Professional	
Back light showing Time,	
Time 500 WATT CALORIES / HOUR	
Stroke, Pulse, Distance(Meter) SPM Level	
Ergonomic Handle Bar	
Cooling Fan	
Folding Design	
Heart Rate Receiver	
Adjustable Angle	
Power Generation Adaptor 5V 1A Battery	
Nickel Plated Chain	
Welded Steel Support Leg	
Air Resistance System	
8 Level	
Maximum User Weight 180 kg/400lbs	
Unit's Weight 45 kg or better	
Transportation Wheel	

Design:

ITEM NO. 04: COMMERCIAL MOTORIZED TREADMILL

Model	
Manufacturer	
Warranty: Minimum 01 Year	
Material	
AC 2 hp Continuous - Peak AC 3 hp	
Speed Range 0.8~20 km/h 0.5~12.5 mph	
Incline Range 0%~15% (16 levels)	
HRC 1	
Manual 1	
Custom 2	
USB Charging	
Bottle Holder	
Display 7" LCD Showing Time, Distance, Pulse, Calories, Speed, Incline~	
Roller 76 mm (3")	
Hand Pulse	
Heart Rate Receiver	
Fan	
Running Surface ± 550x1525 mm (22"x60"), Max	
User weight 180 Kgs (400 lbs)	

Design:

ITEM NO. 05: COMMERCIAL CROSS TRAINER

Model	
Manufacturer	
Warranty: Minimum 01 Year	
Material	
Net wt. ± 88 Kgs	
LED Dot-Matrix Display; Console shows Speed, Time, Distance, Calories and Pulse with 4 Preset Programs	
Self Power Generate System	
Max Body Weight Support Upto 140 Kgs	
Fly Wheel ± 240mm (± 14.5 kgs)	
16 Resistance Electronic Levels	

Design:

ITEM NO. 06: COMMERCIAL UPRIGHT BIKE	
Model	
Manufacturer	
Warranty: Minimum 01 Year	
Material	
LED Dot-Matrix; Display Showing Time, Speed, RPM, Distance, Pulse, Calories, Watt, Recovery Pulse	
Preset Programme 12	
HRC 4	
Manual 1	
Recovery 1	
User 4	
Goal 3	
USB Charging	
Bottle Holder	
Accessory Tray	
Ergo Seat Adjustment	
Hand Pulse	
Heart Rate Receiver	
Transportation Wheel	
Motorized Magnetic Resistance System	
Transmission System V-Belt	
Fly Wheel ±260 mm (±8.1 Kgs)	
Transmission Ratio 01:08.8	
Power; Generator	
16 Resistance Level	
Maximum 250 Watt	
Maximum User Weight 140 Kgs (310 lbs)	

Design:



PLACE OF DELIVERY:

- *Dow Medical College (DMC), Baba-e-Urdu Road, Karachi.*
- *Ojha Campus of Dow University of Health Sciences, SUPARCO, Karachi.*

FINANCIAL PROPOSAL
(PRICE SCHEDULE)

GROUP – A
GYM EQUIPMENT

S#	Description of Goods / Technical Specifications	Required Quantity	Rate per Unit Including Taxes	Total Price
1.	2.	3.	4.	5. (3 x 4)
1.	Lat Pull Down / Rowing Machine	01 No.		
2.	PEC DEC / Rare Delt	01 No.		
3.	Commercial Rowing Machine with LCD Display	01 No.		
4.	Commercial Motorized Treadmill	01 No.		
5.	Commercial Cross Trainer	01 No.		
6.	Commercial Upright Bike	01 No.		
TOTAL AMOUNT DDP BASIS (IN PAK RS.) Including all the taxes				
(Amount in Words _____)				

CERTIFICATE.

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

Signature of Bidder: _____

Name of Authorized person: _____

C.N.I.C: _____

Designation: _____

Company Name: _____

Seal & Address: _____

Contact No.: _____

E-mail Address: _____