# DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI



# BIDDING DOCUMENT

# PROCUREMENT OF TWO MODULES OF ACCOUNTING SOFTWARE (GENERAL LEDGER AND PAYROLL) AND HARDWARE (SERVER)

DOW UNIVERSITY OF HEALTH SCIENCES, BABA-E-URDU ROAD, BESIDES CIVIL HOSPITAL, KARACHI

#### **INSTRUCTIONS FOR BIDDERS**

#### 1. ENVIRONMENTAL SPECIFICATIONS

Bidders warrants, represents, and agrees that the Software Requirements set forth in the documents include all physical and environmental specifications necessary (including, without limitation, Operating System version and feature requirements and limitations, DASD storage requirements, CPU memory requirements, CPU processor type requirements, CPU feature requirements and limitations, Internet and remote access capabilities, and equipment configuration and connection and all other information required by such software) for the Licensed Software to be utilized on the Recommended Hardware Configuration in accordance with the Specifications.

# 2. DELIVERY AND INSTALLATION

#### Delivery and Risk of Loss

All deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all Licensed Software and media on which said Licensed Software is delivered shall remain at all times with the supplier until Final Acceptance.

#### 3. Shipments

Within ten (10) days following execution of this Agreement, bidders shall ship the Licensed Software to Customer's place of business. The sole discretion, may delay delivery for up to ninety (90) days after execution of this Agreement.

#### 4. Installation by Bidder

If Purchaser has contracted in writing for installation by bidder, then: Within ten (10) days following execution of this Agreement, bidder shall install the Licensed Software on Customer's Platform at the Purchaser 's place of business and make it ready for productive use.

The bidder shall conduct its standard diagnostic evaluation at Purchaser 's site to determine that the Licensed Software is properly installed and fully ready for productive use subject to Acceptance Testing and shall supply Purchaser with a copy of the results of the diagnostic evaluation promptly after completion thereof.

The Licensed Software shall be deemed to be installed upon successful Completion of the diagnostic test and University's approval of the results thereof.

# 5. DOCUMENTATION

#### Documentation

Bidder shall provide to Purchaser user manuals and related materials and/or give access to on-line documentation, sufficient to allow Purchaser to utilize fully the Licensed Software in accordance with the Specifications. Documentation will include (but is not limited to) overview descriptions of all major functions and detailed step-by-step operating procedures for each screen and activity. The Documentation to be provided by Bidder is in addition to any on-line HELP which is part of the Licensed Software user interface. Bidder shall deliver to Purchaser upon execution of this Agreement \_\_\_\_\_\_ copy of the Documentation as well as a copy of the Documentation in CD-ROM or other media format as requested by Customer. Bidder shall revise such Documentation as necessary to reflect any modifications made by Purchaser to the Licensed Software.

# 6. MODIFICATIONS

Bidder will correct errors in the Licensed Product pursuant to this Agreement and may modify from time to time the Licensed Product. Such error corrections and/or modifications may result in the creation of a new version(s) of the Licensed Product, under the same or one or more different names. Bidder modifications shall in all cases be new versions of existing products, and not new products.

Bidder shall incorporate any changes free of cost to Purchaser.

Bidder warrants that for ninety (90) days from the date of a supplied Bidder Modification installed during and subsequent to the Warranty Period, the Licensed Product as modified will operate free from defect in the manner described in the Bidder's Documentation and as per Purchaser requirement. If any defects are discovered during the Warranty Period, Bidder will correct them promptly without charge, but not later than five (5) business days from notice from Purchaser

Bidder shall provide assistance to Purchaser for Modifications on timematerials, legal basis. Bidder assigns all rights to and modifications resulting from such assistance to Purchaser. Bidder will not bill Purchaser for work related to Modifications.

# 7. Conformance to Specifications

Bidder warrants and represents to Purchaser that the Licensed Software shall operate without Specification Nonconformities for a period of twelve (12) months from Final Acceptance (the Warranty Period) for all Sites that implement the Licensed Software. If, within the Warranty Period, Purchaser shall give bidder oral or written notice of a Specification Nonconformity contained in the Licensed Software, Purchaser shall investigate such Specification Nonconformity as soon as possible.

# 8. ACCEPTANCE TESTING

# Live Environment Testing

As soon as practicable after installation, Purchaser may in its discretion begin utilizing the Licensed Software in a live environment on the Platform.

# 9. Correction of Specification Nonconformities

Any Specification Nonconformities revealed during any phase of the Acceptance Testing Procedure shall be promptly corrected by Bidder and appropriate documentation for such correction shall be produced and delivered to Purchaser within 2 days of such correction.

#### **10. Acceptance Testing**

Upon completion of installation, Purchaser and bidder shall perform Acceptance Testing of all Licensed Software in the following three (3) phases.

#### 11. Phase One

Bidder shall initially perform its standard test procedures for Purchaser's personnel and shall certify to Purchaser in writing that all components and each applicable Module are operating in accordance with the bidder's published specifications and the Specifications provided to Purchaser. In the event the Bidder is unable to, or does not, so certify to Purchaser within ten (10) to calendar days from the installation date, the System and any applicable Module will be deemed not to have completed this phase of the Acceptance Testing successfully.

#### 12. Phase Two

With the advice and assistance of bidder 's representatives, Purchaser will operate the System for five (5) business days, using all software furnished by the bidder necessary for the Licensed Software to function as specified in this Agreement, to perform: (i) the Licensed Software routine business transactions; (ii) transactions performed during pre-acceptance testing benchmark or other demonstration included, referenced, or incorporated into the Acceptance Test Procedures; and (iii) such other transactions as may be specified in the Acceptance Test Procedures. This Phase Two will be the Preliminary Acceptance Testing. If the phase two queries remain unsolved then the training period days will increase by two day for the delay of one day.

#### 13. Phase Three

With the advice and assistance of bidder s representatives, Purchaser will operate the System, using all Licensed Software furnished and will confirm that the software meet the efficiency objective.

# **TERMS AND CONDITIONS**

# 1. <u>BIDS:</u>

Rates shall be for the supply of material described in the Schedule of Requirements / Bill of Quantities at DUHS Karachi, meeting the following conditions;

- 1.1 Bids should remain valid for 90 days from the date of the opening of tenders failing which their offer will not be considered.
- 1.2 Telephone/telex/fax/telegraphic tenders shall not be entertained.
- 1.3 Bidders must have an office and workshop / service center facilities at Karachi failing which their offer will not be considered.
- 1.4 After opening of tenders no change is allowed to be made in the tender documents.
- 1.5 All applicable taxes (if any) including GST should be included in the quoted price.
- 1.6 All the information provided in the bid should also be adequately supported by relevant documents and technical brochures. Bidders may attach documents highlighting the competitive edge and unique features of their proposals.
- 1.7 Incomplete tenders will not be acceptable.
- 1.8 The DUHS Authority reserves the right to accept or reject any or all the bids subject to relevant provision of SPPRA Rules 2010.
- 1.9 In case of agents bidding for the tender, they must enclose original Proforma Invoice/Fax copy/Quotation from their Principals failing which their offers may be ignored.
- 1.10 The agent must submit following documents along with their offer failing which their offer will be rejected:
- 1.10.1 Manufacturer Authorization Certificate.
- 1.10.2 List of Technical/Engineering Staff preferably stationed in Karachi.
- 1.10.3 List of clients in Pakistan for a similar work / supply.
- 1.10.4 The bidder has to provide certificate that software and license are as per required standard & at Latest version.
- 1.10.5 Non-Black List Affidavit / Undertaking (confirming that bidder has never been black listed from any Government/Semi Government organization).
- 1.10.6 Bidder should propose all equipment strictly compliant with technical specification; no optional item/software will be accepted.
- 1.10.7 All the proposed products/items/software's should be well known, well reputed brands and widely used for its quality, performance & reliability.
- 1.10.8 The proposed product parts should be easily available in the market.
- 1.10.9 Maintenance of the proposed products/items should be easily possible from the market without any dependency to any specific vendor or supplier.

# 2. BID SECURITY

The bidder should submit their bid along with a Pay Order/Demand Draft i.e. 4% of the Tender Cost as Earnest Money in the name of, **DOW UNIVERSITY OF HEALTH SCIENCES**, Karachi and valid for thirty (30) days beyond the validity of the bid.

- 2.1 The successful Bidder's bid security will be discharged upon the Bidder signing the contract and furnishing the performance security/Bond.
- 2.2 The bid security may be forfeited;

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form & as per clause 2.

- (b) In the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the contract
  - (ii) to furnish performance security
- 2.3 A bid valid for a shorter period (as per terms & conditions clause 2.) shall be rejected by the Procuring agency as nonresponsive

#### 3. PERFORMANCE SECURITY/ BOND

- 3.1 Performance guarantee equal to 05% of the price of the work order shall be furnished within 07 days of issuance of letter of Intent or Purchase Order/Supply Order as per **Annexure-B OR in the form of Pay Order/ Demand Draft** which shall remain in force for 12 months.
- 3.2 Local agents of the Foreign Principals will be responsible for installation and satisfactory operation of equipment/items/software on their behalf.

#### 4. INSURANCE

Offer should be exclusive of Insurance Charges

#### 5. <u>ALTERNATIVE PROPOSALS</u>

If any bidder submits alternative proposal (s), complete information on alternative equipment/items/software should be submitted on separate Bidding Documents along with separate Bid security.

#### 6. VALIDITY OF PRICES

The prices quoted should be valid for a period of at least 90 days from the date fixed for opening of tenders

#### 7. SIGNING OF THE AGREEMENT

Within 03 days of the issuance of the letter of intent / Purchase Order the successful bidder will be required to sign a Contract Agreement (duly affixed by stamp duty ) with the purchaser (i.e., The DUHS Karachi) for the supply of such quantity in whole or in part of the tendered stores as clarified in the letter of intent / Purchase Order.

# 8. BREACH OF CONTRACT

In case of breach of contract, the damages suffered by the Purchaser shall be recovered to the full extent from the Contractor's Performance Bond.

# 9. DEFAULT-LIABILITY OF CONTRACTOR

- 9.1 The purchaser may upon written notice of default to the Contractor terminate the contract in circumstances detailed hereunder.
- 9.2 If in the judgment of the purchaser the contractor fails to make delivery of equipment/items/software within the time specified in the Contract Agreement or within the period for which the purchaser has granted extension to the contract.
- 9.3 If in judgment of the Purchaser, the Contractor fails to comply with any of the other provisions of this contract.
- 9.4 In the event the Purchaser terminates the contract in whole or in part, the Purchaser reserves the right to purchase upon such equipment/items/software and in such a manner, as he may deem appropriate. Equipment/items/software similar to the one terminated and the Contractor will be liable to the Purchaser for liquidated damages for delay until such reasonable time as may be required for the final supply of Equipment/items/software.

# 10. <u>REJECTION</u>

In the event any portion of the stores supplied by the contractor is found to be defective in material or workmanship or otherwise not in conformity with the requirements of the contract, the Purchaser shall have the right either to reject or request in writing for rectification of the stores, then the Contractor shall with utmost diligence and at his own expense correct the same or replace the defective stores. If the Contractor fails to do so, the Purchaser either:

- (i) Opt to replace or rectify such defective stores and charge to the Contractor the excess cost occasioned to the Purchaser plus (15%) fifteen percent.
- (ii) In the event the Contractor is not able to rectify or replace the rejected stores within reasonable time, the Purchaser reserves the right to acquire the said stores at a reduced price considered equitable under the circumstances. Nothing in the clause shall affect any claim by the Purchaser under any clause of the Terms & Conditions.

# 11. DELAY IN DELIVERY- LIQUIDATED DAMAGES

- If the Contractor fails to deliver the equipment/items/software with the time 11.1 laid down in the Contract Agreement or any extension thereof, there shall be a deduction from the Contract Price, as liquidated damages, a sum of 3% of total value per month or a part of the month contract price of each unit of the undelivered stores for each calendar month of delay. Total liquidated damages payable to the Purchaser shall not in any case exceed by five percent (5%) of the Contract Price of the unit or units so delayed and such deduction shall be in full satisfaction of the Contractor's liability for the said failure. The amount will be recovered from the Local Agent's Commission/Performance Bond.
- 11.2 Should the progress of the contract at any time be lagging behind the programme agreed between the Purchaser and the Contractor, the Purchaser shall notify the Contractor in writing and the Contractor shall thereupon take such steps as he deems fit to expedite the progress of the Contract.

# 12. <u>PERIOD OF GUARANTEE</u>

- 12.1 The term period of Guarantee shall mean the period of twelve (12) months or as per manufacturer standard warranty, from the date on which the equipment/items/software have been deployed.
- 12.2 During the period of guarantee the Contractor shall remedy all defects in design materials and workmanship that may develop under normal use of the said stores upon written notice from the Purchaser who shall indicate in what respect the equipment/items/software is faulty.
- 12.3 The provisions of this clause included all the expenses that the Contractor may have to incur for delivery of such replacement parts, material of equipment/items/software up to Purchaser's premises.
- 12.4 Item should be added and read as follows" In case of any differences of Guarantee period, the decision of the Procurement agency shall be FINAL and BINDING.

# 13. ACCEPTANCE TERMS

The submission of the tender against the tender inquiry by the Bidder means that the Bidder has read and accepted the terms and conditions relating to all the tender document and annexure(s) and has thoroughly examined the specifications and particulars in the tender inquiry.

# 14. **DISQUALIFICATIONS**

Offers are liable to be rejected if, there is any deviation from instructions as laid down in the bid document i.e.

- 14.1 Technical details/brochures and literature pertaining to the offered equipment/items/software are not attached.
- 14.2 Tenders are submitted without the required earnest money & nonrefundable tender fee i.e. Rs. 1000/- in favor of Dow University of Health Sciences.
- 14.3 Offers are received after specified date and time.
- 14.4 Specification and other requirements are not properly adhered to or manufacturer's brochures show specifications different from those given in the proposal.
- 14.5 Authorized dealership certificate from the principal is not attached.
- **14.6** Income Tax & GST Registered certificate is not attached.
- 14.7 If any other major discrepancy found in the proposal.
- 14.8 If head office not in Karachi.

#### 14. DELIVERY SCHEDULE

15.1 Delivery would be made within 15 Days after Signing of Contract or issuance of Supply Order.

#### 16. PAYMENT

16.1 Payment shall only be released only after Delivery & Commissioning of required items/ software's/drivers and after a SATISFACTORY REPORT which is to be issued by the DUHS Authorized representative / Head of the Department / Procurement Committee/. No part payment will be allowed.

# CONTRACT AGREEMENT

**WHEREAS** the Purchaser invited bids for procurement of equipment/items, in pursuance whereof M/s..... being the supplier/ manufacturer/ authorized Agent of ...... (Item name) in Pakistan and ancillary services offered to supply the required item (s) with in (delivery time) after receipt of letter of Intent/Award of Contract/Supply Order and

Whereas the Purchaser has accepted the bid by the Supplier for the supply of ......(item name) and services in the sum of Rs......(amount)-(Rupees......) cost per unit, the total amount of ......(quantity of item)......(item name) shall be Rs......(amount)-(Rupees......) and shall be delivered with-in 45 days after receipt of letter of Intent/Award of Contract/Supply Order.

#### NOW THIS CONTRACT WITNESS AS FOLLOWS:

- 1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Tender Form and this Agreement.
- 2. The following documents form and be read and construed as integral part of this Contract, viz:
  - a) the Tender Form and the Price Schedule submitted by the Bidder,
  - b) the Schedule of Requirements;
  - c) the Technical Specifications;
  - d) the Terms and Conditions of Contract;
  - e) the Purchaser's Notification of Award (Supply order/LOI).
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide Equipments/Items and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Equipment/items/software and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
- 5. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

**IN WITNESS** Whereof the Parties hereto have caused this Contract to be executed at the place and shall enter into force on the day and year first above mentioned.

#### Signed/ Sealed by the

Supplier/ authorized Agent Purchaser	<u>Signed/</u>	Sealed	by
1	1		_
2	2		

# WARRANTY / GUARANTEE CERTIFICATE

Firm's Name			

Contract No. \_\_\_\_\_

- 1. I/We hereby guarantee that the equipment/items/software supplied against the above contract are in accordance with the relevant specifications and terms of the contract and that material used. Whether or not of our manufacture are in accordance with the latest approved standard specifications are of good workmanship/quality throughout, and that we shall replace free of cost, every article or part thereof which before use or in use, shall be defective or not within the limits and tolerance of specifications requirements, or in any way not in accordance within the terms of the contract.
- 2. In case of our failure to replace the defective stores free of cost within the period specified by the purchaser, we will refund the cost involved.
- 3. The Warranty/Guarantee will remain valid for 12 months after receipt of stores by the consignee/installation of Equipment/Items/ software.

Signature	:
Name	:
Status in the	firm :
Dated	:

#### **ANNEXURE "A"** FORM OF TENDER

#### Contractor/Manufacturer/Supplier

Telegraphic Address

Telephone Number :

:

Fax Number :

To,

# The Registrar,

DUHS, Karachi.

Dear Sir,

In response to your invitation to Tender No.\_\_\_\_ dated I/We hereby submit my/our tender in duplicate for the supply of Equipment/items/software as per details given in the schedule hereto duly signed by us or such portion thereof as you may specify in acceptance of tender at the prices given in the said schedule and agree to hold this offer open till

I/We shall be bound by a communication of acceptance dispatch within the prescribed time.

I/We have understood the Terms and conditions of Invitation to Tender and have thoroughly examined the specifications quoted in the schedule hereto and am/are fully aware of nature of Equipment/items/software required and my/our tender is to supply Equipment/items/software strictly in accordance with the requirements.

The Tender particulars have been furnished and signed.

Yours Faithfully

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

	XURE "B" <b>Fract Performance</b>	E BOND		
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the \	•	in after called s	office and Assignees ac the "Purchaser") in t be paid to the Purchas	he sum of
legal r Signa	ent we jointly and severa representatives. n <b>ture</b> ture	ally bind ourselve	s and our successors, as	
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The	above			have
	red to the Purchaser for ERSITY, Karachi and this NOW THE CONDITION	s tender in part ha	•	or the DOW
1.	Equipment/items/softwa accordance with the te	erms and condition	shall chi basis to the Purchas ons on which the Contra supply in terms of the cor	ct has been
2.	AND,	if	the	said do not
	period, or such extende or only partly supply, or	ed period as may r do not commen	/items/software within th be allowed to them by the ce the supply, or commit of the Contract, the said	e stipulated e purchaser, a breach or
		ontract and hance	hould execute the contract I-over the work to the Pu	

Signature \_\_\_\_\_ Signature

Dated \_\_\_\_\_

# Bill of Quantities/ Schedule of Requirements (Description of Software(s))

Sr. No.	Description	Qty	Unit Cost (Rs.)	Total Cost DDP (Rs.)	Delivery & Installation schedule
1	General Ledger (with free training to staff 60 days) 1-Filing report to FBR must be generated by the system 2-Flexbile Chart of Accounts 3-Varaince reporting –Actual vs Budget 4-Cost Centre –Faculty wise 5-Built in report 6-System audit trail 7-Viewerships restriction 8-Self generated Vouchers numbers Warranty / Maintenance: One Year				
2	<ul> <li>PAYROLL (with free training to staff 60 days)</li> <li>1-The Software should provide minimum following information</li> <li>Resource Information Management</li> <li>Salary Processing</li> <li>Income Tax</li> <li>Leaves record</li> <li>Loans management</li> <li>Contributions</li> <li>Medical Fund</li> <li>Special Pay</li> <li>Overtime Processing</li> <li>Final Settlement</li> <li>2-The software should also able to generate monthly payroll reconciliation.</li> <li>3-Pay slips and E-filing reports</li> <li>4-Employee availed various loans and their deductions</li> <li>5-Gratuity calculation and tax impact, pension contributions</li> <li>6-Viewships restriction and security</li> <li>Warranty / Maintenance : One Year</li> </ul>				

# NOTE:

The supplier is expected to provide guarantee/warranty. The Cost of maintenance after completion of warranty period is to be mentioned on annual basis. Please include calculation sheet and all technical literature o support and describe your product with the details of the guarantee/warranty provided for the product.

# **TECHNICAL QUALIFICATION FOR SUBMISSION OF BIDS:**

- 1. Staff Training Period- 60 Days
- 2. Program Specifications Back End SQL on Oracle
- 3. At least 5 years Academic & Health Sector experience, 2 Universities and 2 Major Hospitals based –Attach details
- 4. List of clients More then 50- attach details
- 5. Completion Certificate Minimum attached 5 completion certificates
- 6. Turn Over -Rs.10 million in a year -Attach evidence
- 7. Details of total staff, Managerial, Technical, Support Staff -
- 8. Support Staff -Minimum 20, provide details of each staff
- 9. List of Staff assigned to this project.
- 10. Number of Government Projects completed -provide evidence
- 11. Cumulative experience in Government Projects
- 12. Business Continuity Plan

Sr No.	Technical Evaluation	Maximum Marks				
1	As Per Technical Specifications For Ge					
	100%	25	25			
	100<80%	15	25			
	Below 80%	0				
2		Per Technical Specifications for Payroll				
	100%	25	25			
	100<80%	15	25			
	Below 80%	0				
3	Free Training to Staff for General Ledg	er & Payroll				
	60 Days	10	10			
	Below 60 days & more than 30 days	5	10			
	Below 30 days	1				
4	Relevant Experience in Academia/Heal least 10 Years	th Care at				
	10 or More Years	10	10			
	10<08 years	5				
	below 08 years	1				
5	List of Clients					
	100 or above clients	5	5			
	100<80 clients	3	5			
	80<50 clients	2				
6	NTN/SST		5			
7	Delivery / Installation					
	within 10 days of Supply Order	5	5			
	10>20 days	3	5			
	20>30 days	2				
8	Completion Certificate					
	Provided	5	5			
	Not Provided	0				
9	Annual Turnover 10 Million					
	Provided	5	5			
	Not Provided	0				
10	Income Tax Returns Last 03 Years					
	Provided	5	5			
	Not Provided	0				
		Total Marks	100			
	Minimum	Passing Marks	70			
		Remarks	Qualified / Not Qualified			

# **Technical Evaluation Criteria**