

BIDDING DOCUMENT

NIT No. DUHS/DP/2017/20-21 Dated 31 January 2017

*Single Stage – One Envelope Bidding Procedure
Rate Contract*

**PROCUREMENT OF INTERVENTIONAL RADIOLOGY
STENTS / CATHETERS / DISPOSABLES / CONSUMABLES
(Bid Ref No. DUHS/DP/2017/20)**



**DOW UNIVERSITY OF HEALTH SCIENCES
KARACHI**

INSTRUCTIONS TO BIDDER (ITB)

INTRODUCTION

1. SOURCE OF FUND

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

2. ELIGIBLE BIDDERS

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

3. ELIGIBLE GOODS

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

THE BIDDING PROCEDURE

4. SINGLE STAGE – ONE ENVELOPE PROCEDURE

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

marked as “Financial Proposal” and Technical Proposal” in bold and legible letters.

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

THE BIDDING DOCUMENTS

5. CONTENTS OF BIDDING DOCUMENTS

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

6. AMENDMENT OF BIDDING DOCUMENTS

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

- 6.3. In order to allow prospective bidders reasonable time to take the amendment(s) into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for submission of the bids.

7. LANGUAGE OF BID

7.1. Preparation of Bids

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

8. DOCUMENTS COMPRISING THE BID

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

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

9. BID PRICES

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

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

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

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

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

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

- (a) Price Schedule for Goods offered from within the Purchaser's country:

- (i) quoted on DDP basis, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the production / manufacture or assembly of goods, or on the previously imported goods of foreign origin;
 - (ii) If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the SST / GST or other taxes during the contract period shall be passed on to the Purchaser; and
 - (iii) The total price for the item.
- (b) For Goods offered from outside the Purchaser's country:
- (i) the price of the Goods, quoted as per specified Incoterms;
 - (ii) all custom duties, sales tax, and other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
- (c) For Related Services :
- (i) the local currency cost component of the Related Services;
 - (ii) the foreign currency cost component of the Related Services; and
 - (iii) all custom duties, sales tax, and other taxes applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

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

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

10. BID CURRENCIES

10.1 Prices shall be quoted in Pakistani Rupees for goods offered within the purchaser's country Delivery Duty Paid (DDP Basis).

10.2 Prices shall be quoted in foreign currency for goods offered outside the purchaser's country (C&F Basis).

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

11.1. The documentary evidence of the Bidder's qualification to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering supply goods under the contract which the Bidder did not produce / manufacture or otherwise produce, the Bidder has

been duly authorized by the goods' Producer / Manufacturer or producer to supply the goods in the Purchaser's country;

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

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

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

13. BID SECURITY

- 13.1. The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the bidding document should not be less than 5% of total bid amount but not more than Rs. 300,000/- (Refundable). Unsuccessful bidder's Bid Security will be returned soon after approval of the successful Bidder. The successful Bidder's Bid Security will be discharged upon signing of contract and furnishing the Performance Security bond, duly guaranteed by a scheduled bank.
- 13.2. The Bid Security shall remain valid for a period of at least 6 months specified in this Bidding Document.

- 13.3. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.4. The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity; or
 - (b) in the case of a successful Bidder, the Bidder fails:
 - (i) to sign the Contract; or
 - (ii) to complete the supplies in accordance with the General Conditions of Contract.

14. BID VALIDITY

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

15. ALTERNATIVE BIDS

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

16. SEALING AND MARKING OF BIDS

- 16.1. The envelopes shall:
 - a) bear the name and address of the Bidder;
 - b) bear the specific identification Name and Number of this bidding process indicated in the Bidding Document; and
 - c) Bear the purchaser's name and address i.e. Dow University of Health Sciences (Ojha Campus), Procurement Directorate, Prof. Masood Hameed Khan Library Building, 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 (Section-H) NIT.
- 16.2. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

17. DEADLINE FOR SUBMISSION OF BIDS

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

18. LATE BID

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

19. WITHDRAWAL OF BIDS

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

20. OPENING OF BIDS BY THE PURCHASER

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

21. CLARIFICATION OF BIDS

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

22. PRELIMINARY EXAMINATION

- 22.1. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made; whether the required sureties have been furnished; whether the documents have been properly signed and linked, and whether the bids are generally in order.
- 22.2. Arithmetical errors in a financial bid will be rectified in the following manner:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - (ii) If there is a discrepancy between words and figures, the amount in words will prevail.
 - (iii) If the Bidder does not accept the correction of the error, its bid will be rejected.
- 22.3. The Procurement Committee may waive any minor infirmity, non-conformity, or discrepancy in a bid if in their view, it does not constitute some material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4. If a bid is found substantially non-responsive, it will be rejected by the Purchaser. It can not subsequently be made responsive by the Bidder by correction of the non-conformity / discrepancy.

23. EVALUATION & COMPARISON OF BIDS

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

24. EVALUATION CRITERIA

24.1. Scope

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

24.2. Multiple Contract

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

24.3. Technical Criteria

- i. SST / GST Registration Certificate
- ii. NTN Certificate
- iii. Detailed profile of the company and relevant experience
- iv. Detailed turn-over of at least last three years
- v. Validity of Bid
- vi. Bid Security
- vii. Fulfillment of all the tender terms & conditions
- viii. Authorization Letter from Manufacturer of goods (mandatory requirement)
- ix. Price Schedule
- x. Delivery Schedule offered in the bid
- xi. Evidence regarding Registration of goods with concerned authority (where applicable).
- xii. Valid Manufacturing License if manufacturer is based in Pakistan.
- xiii. Valid Drug Sales License whichever is applicable is the mandatory requirement of the bid.
- xiv. The cost of all quantifiable deviation or deficiencies from the Technical requirements as specified in (Section-B) Technical Specifications shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids. Any major quantifiable deviations from the technical requirement shall not be permitted.
- xv. The Undertaking must be enclosed with the bid that the shelf life of goods would not less than 85% in case of Imported and 90% incase of indigenous from the date of delivery by the Bidder to the Purchaser.
- xvi. An affidavit on legal stamp paper of Rs. 100/- to the effect that the Bidder has not been blacklisted in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization. The Bidder will be debarred from the bidding process for submitting a false statement.
- xvii. The Bidder must indicate the Trade name, Generic name, Registration number, packing details, Country of origin and name of the Manufacturer of each offered good in the relevant price schedule.
- xviii. Federal Drug Inspector report of the manufacturer for last 03 years (if applicable).
- xix. Provision of Lab. Test Report form authorized Drugs Testing Lab (if applicable).

- xx. Fully compliant with the required specifications AND/OR Acceptance of Sample of goods.

Technical Criteria for Dental Material & Instruments

- i. Proof of company being in operation for at least 3 years or above in Pakistan in relevant field.
- ii. Satisfactory performance certificate from the institutions with in Pakistan
- iii. Hold valid dealership certificate for Pakistan from the principal / manufacturer of the products (copy to be provided with stamp)
- iv. Valid Authorization Certificate (original) from the manufacturer / importer. Proof of agreement in case of authorization from importer.
- v. Acceptance / Approval of Samples of goods (where applicable):
 - (a) The Bidder must submit the sample(s) of quoted items on request of Procurement Committee for physical verification.
 - (b) The sample(s) must be from the most recent stocks, supported by a valid warranty in the name of the purchaser.

24.4. Quality Assurance

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

24.5. Economic Criteria

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

24.6. Margin of Preference

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

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

25. QUALIFICATION CRITERIA

25.1. Size of Operation

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

25.2. Contractual Experience

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

25.3. Production Capacity

Manufacturers' minimum supply and / or production capacity should be comparable to the contract to be let, to assure that the bidder is capable of supplying the type, size and quantity of goods required.

25.4. Financial Position

Soundness of the Bidder's financial position showing long term profitability demonstrated through audited annual financial statements / balance sheet / income statement / income tax return form / bank statement / bank certificate / Proof of GST / SST paid for the last three years.

25.5. Litigation History

The bidder should not be involved in any litigation with DUHS in last five years otherwise their offer shall not be considered and rejected.

26. CONTACTING THE PURCHASER

26.1. No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If any bidder wishes to bring additional information to the notice of the Purchaser, it may do so in writing.

26.2. Any direct or indirect effort by a bidding firm to influence the Purchaser during the process of selection of bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Purchaser's future tenders.

27. REJECTION OF BIDS

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

28. RE-BIDDING

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

29. ANNOUNCEMENT OF EVALUATION REPORT

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

30. ACCEPTANCE OF BID AND AWARD CRITERIA

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

31. PURCHASER'S RIGHT TO VARY QUANTITIES

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

32. LIMITATIONS ON NEGOTIATIONS

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

33. NOTIFICATION OF AWARD

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

34. SIGNING OF CONTRACT

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

35. PERFORMANCE SECURITY

- 35.1. On the day or before signing of the Contract, the successful Bidder shall furnish Performance Security. Upon submission of Performance Security the Bid Security will be returned to the Bidder. The amount of Performance Security is specified in the Special Condition of Contract.

- 35.2.** Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder at the risk and cost of the former.

36. CORRUPT OR FRAUDULENT PRACTICES

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

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

25. Goods shall have the shelf life not less than 85% incase of Imported and 90% in case of Indigenous from the date of delivery the Bidder to Purchaser.
26. The Purchaser shall promptly notify the Bidder in writing of any claims arising out of this warranty.
27. Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirement / Contract Award.
28. Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
29. In case of late delivery, even for reasons beyond control, penalty will be imposed upon the Bidder / Producer / Manufacturer. The Purchaser may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.
30. The bidder shall not be liable for forfeiture of its Performance Guarantee/Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such event may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the force Majeure event.
31. The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
32. If after 30 days from the commencement of such informal negotiations, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
33. In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.
34. The goods shall be accompanied by a manufacturer standard warranty / Shelf Life. The purchaser shall promptly notify the bidder in writing of any claims arising out of this warranty.
35. All bids must be submitted properly sealed envelope addressed to Dow University of Health Sciences, Procurement Directorate, Prof. Masood Hameed Khan Library Building,

SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi duly indicating the Notice Inviting Tender (NIT) Number, Date & Time of opening of bids as well as name, address and phone number(s) of the bidder.

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

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

SPECIAL CONDITIONS & INSTRUCTIONS

1. Bids should be addressed to the Director Procurement, Dow University of Health Sciences (Ojha Campus), Prof. Masood Hameed Khan Library Building, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
2. The bids will be evaluated on the basis of Prescribed Evaluation Criteria in this bidding document.
3. The Bid Security shall remain valid for a period of 6 months.
4. Price of all items should be reasonable. The prices once offered by the firms will not be changed during the contract period. Documentary proof by the competent authority should be submitted along with the bid or price quoted. All documents should be produced for imported items as well.
5. Price of quoted items should not in any case be more than the existing and local market. Printed price list of the Manufacturer/Importer indicating Trade Price and Retail Price should be attached. The prices once offered by the firms will not be changed during the contract period.
6. Bidders are to be submit by the Manufacturers/Importers or their duly authorized agents / distributor. An undertaking has to be given by the importers and authorized agents that the supply would be made available within 15 days after placing the order for local supply only. Imported items will be made available through L/C or after importing the items within 60 days.
7. As far as possible, all supply will be made by the actual manufacturers directly or nominate their authorized distributors. If the manufacturers has nominated the authorized agent, any penalty in case of breach of terms and conditions will be levied on the agent but the distributors may not be nominated/changed after finalization of the tender throughout the tender period. In exceptional case changes may be approved by the tendering authority.
8. Bids should be accompanied by BID SECURITY 5% of total Bid Amount, but not more than Rs. 300,000/- (Refundable), in shape of Pay Order / Bank Draft / Call Deposit / Bank Guarantee from any schedule bank in favor of the “DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI” and shall be attached with the bid, without which no bid will be accepted. Please write on back of Bid Security the Name of Bidder and Tender Number.
9. The Bid Security shall be returned to the unsuccessful bidders, within a reasonable period. However, the Bid Security in respect of the successful bidders will be returned after submission of Contract & Performance Security.
10. The Successful bidder will be required to submit **Performance Security** in shape of pay order/deposit at call / bank guarantee @ 5% of the total value of order, from any of the schedule banks, in name of Dow University of Health Sciences, Karachi. The same will be released after successful completion of stores against purchase order (s).
The successful bidders may also deposit retention money to Dow University of Health Sciences, Karachi against items approved as per ratio given below:
 - i. Below five (5) items approved Rs. 50,000/-
 - ii. From five (5) items to ten (10) items approved Rs. 100,000/-
 - iii. From eleven (11) items to twenty five (25) items approved Rs. 500,000/-
 - iv. Above twenty five (25) items approved Rs. 1,000,000/-

The retention money will be returned on satisfactory completion of the contract. The Performance Guarantee/Security Form is provided in the bidding documents.

11. The goods received in the Dow University of Health Sciences, Karachi from the Bidder will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the tender documents and which have been approved by the Procurement Committee for procurement. The committee will submit its inspection report, any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost.

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

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

If a sample of a batch of drug or item is declared in contravention of section 3/23 of drugs act 1976 on the basis of test analysis report or on presence of any foreign particle seen, those will be destroyed and payment will not be made to the supplier. The supplier will be responsible to provide the fresh stock of standard quality within 45 days against the rejected batch. Otherwise amount equivalent to the supplied quantity of defective goods will be deducted from their bill and action will be initiated against the offending bidder according to the Drugs Act. 1976 or terms and condition of the bidding document, whichever is applicable.

12. **DELIVERY AND DOCUMENTS**

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

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

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

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

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

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

Bidder shall send the following documents to the Purchaser, with a copy to Insurance Company:

- (i) 04 copies of the Bidder's Invoice showing the description of the Goods, quantity, unit price, and total amount.
- (ii) Original and 04 copies of the negotiable, clean, on-board bill of lading / air way bill market "freight prepaid" and 04 copies of non-negotiable bill of lading / air way bill.
- (iii) 04 copies of the packing list identifying contents of each package.
- (iv) Insurance certificate.
- (v) Producer's / Manufacturer's or Bidder's warranty certificate
- (vi) Inspection certificate, issued by the nominated inspection agency / Bidder's factory inspection report.
- (vii) Certificate of origin.
- (viii) Manufacturer / Importer of goods should submit Lot Release certificate issued by Federal Government Analyst National Control Laboratory for Biological (NCLB) (where applicable).
- (ix) Manufacturer & Importer will furnish the Bill of Warranty and Quality Certificate of each batch for ordered goods.
The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Bidder will be responsible for any consequent expense.

13. The goods supplied under the contract shall be on DDP / C&F basis at consignee's end under which risk will be transferred to the Purchaser only after it has taken delivery of the goods. Hence insurance coverage is Bidder's responsibility and they must arrange for it.

14. Dispute resolution mechanism to be applied shall be as follows:
In case of any dispute concerning the interpretation and/or application of this Contract is to be settled through arbitration, the arbitrator to be appointed with the approval of the University's Syndicate. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

15. In case deliveries are not completed within the time frame specified in the Schedule of Requirement / Contract, a Show Cause Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee/Security to the extent of non-delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids.

The liquidated damage shall be 0.5% per week of part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the purchaser shall rescind the contract, without prejudice to other courses of action and remedies open to it.

16. The bidder shall supply the goods as per tender requirement in commercial packing along with complete literature (Leaflet).

17. **Following words shall be printed prominently on product in red color, in English/ Urdu:-**
"PROPERTY OF DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI"

18. The language of this Contract shall be English.
19. The contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.
20. Bidders can quote only one alternate for each item. Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt and prescribed Bid Security in case they want to submit more than one alternate offer for any item. All the bids with multiple alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security are supposed to be rejected.
21. Bidders, whose bids are accepted, shall have to sign a written contract with the University attached in (Section-C) on the Rs. 100/- judicial stamp paper with stamp service charges (cost to be borne by the bidder) as per the article 22-A (Contract) of the schedule of stamp Act 1899.
22. All supplies should be made within the stipulated period. Bidders failing to deliver the stores within prescribed time shall face forfeiture of Security Deposit and / or imposition of L.D Charges @ 2% per month or a part of the month shall be charged from the amount of Bill OR Security Deposit OR through crossed cheque.
23. The bidder, which refuse to pay penalty / liquidated damages shall be removed from the list of approved bidders.
24. Bidding document purchase receipt must be enclosed in original with the offer.
25. Specific mention should be made of whether the delivery will be ex-stock or will have to be imported and how much time will be required for delivery after placing the supply order.
26. Warranty period of one year or manufacturer's standard warranty whichever is more shall be required.
27. The Bidder shall quote the bids on the attached Price Schedules format, and shall sign the certificate given therein to the effect that the store shall be supplied exactly in accordance with the requirements as specified in "Technical Specification". In case there is any deviation, it should be clearly stated by the Bidder, otherwise it would be presumed that offer is strictly in accordance with the requirement and specifications.
28. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
29. All offers must be typed / computer printed on prescribed format. No hand written offer will be acceptable.

30. The purchaser has the right to change the specification and any term and condition at any time without assigning any reason.
31. No quoting firm would be allowed to withdraw its offer during the bid validity period.
32. Against indigenous stores Bidders who are manufacturers must indicate name and address of the source in Pakistan from where they intend to supply the stores. Other than manufacturers bidders must enclose certificate from their manufacturer as under, failing which the offer shall be ignored:
33. Any conditional, ambiguous or incomplete offer in any respect shall be ignored. No supplementary or revised offer after the opening of bids shall be entertained.
34. The rates should be quoted on the basis of accounting unit specified in the “Technical Specification”.
35.
 - a) A certificate should be given by the bidder that they will be responsible for the free replacement of stores if the same is found to be substandard and / or at variance with the specification given in the bidding document. In case similar store offered is at variance with the specification given in the bidding document, the bidder must clearly identify variations in their offer. If the specifications of offered stores are superior to the one specified in the bid document enquiry shall, however, be acceptable.
 - b) The bidder should submit a guarantee certificate that the items they will supply are new and the supplier is fully responsible for any wrong shipment or supply etc. and also replace near expiry and already expired items as and when required.
 - c) Where offers have been invited for specified brands, offers for other brands shall not be acceptable.
36. Bidder shall be bound to submit the sample(s) of quoted items (free of cost) for physical verification. The sample(s) must be from the most recent stocks, supported by a valid warranty in the name of the purchaser.
37. Bidder will replace the un-consumed stock at any stage if it expires.
38. The prices should be quoted on the attached Price Schedules **Section-I** and / or **Section-J** and a soft copy of the quoted items should also be submitted with the offer on the e-mail address: director.procurement@duhs.edu.pk
39. The rate awarded will be the firm & final and if at any stage, any tax is imposed by the Govt. (Federal / Provincial) the contractor will be responsible for the payment of the same.
40. The contractor shall have to accept any further conditions introduced by the Government during the period of contract.
41. The purchaser reserves the right to enhance / reduce the quantities and / or delete any item and his decision in case of any dispute will be final and cannot be challenged at any forum.
42. The shelf life of imported items must not be less than 85% and in case of local items 90% at the time of delivery.

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

59. Proof for the payment of custom duties and paid taxes must be attached at the time of delivery of all items otherwise payment will not be released and tender will be rejected outright.
60. An affidavit on legal stamp paper of Rs. 100/- to effect that the Bidder has not been blacklisted in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization. The Bidder will be debarred from the bidding process for submitting a false statement.
61. The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:
 - i. For Goods supplied from within the Purchaser's country:*
 - (a) Payment shall be made in Pak Rupees.
 - (b) The payment will be made to the Bidder within 30 days of the receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respect and signed and stamped by the Inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specifications laid down in the bidding documents. .
 - ii. For Goods supplied from outside the Purchaser's country:*
 - (a) The Purchaser shall pay the Bidder or its Principal through irrevocable letter of credit opened in favor of the Bidder or its Principal in a bank in its country upon submission of all the requisite documents.
 - (b) Bidder will bear all the additional bank charges inside and outside the purchaser country on account of Confirmation of L/C etc., if he desire to establish a Confirmed L/C or intends to incorporate any additional clause.
62. The bidder shall only import the goods ordered by the DUHS, no other goods / quantity will be imported in the same consignment.
63. The bidder will submit the recent “**Proforma Invoice**” along with “**Insurance Cover Note**” for establishing the L/C. The validity of proforma invoice should be 90 days.
64. One Set of the shipping documents should be sent immediately to the consignee (DUHS), so the necessary documentation for its clearance from the Pakistan Customs can promptly be arranged. Otherwise, any financial loss to be occurred will be transferred to the bidder.
65. The stores shall be suitable packed to resist damage in transit from bidder's warehouse to the Consignee's premises. If goods will be damaged due to insufficient or defective packing, the bidder shall be responsible for that loss.
66. All Clearing and bank charges within the purchaser country will be borne by the Dow University of Health Sciences, Karachi.
67. Free Installation / Demonstration at Consignee's end shall be confirmed by the bidder, where necessary.
68. In case, the bidder fails to execute the purchase order strictly in accordance with terms and conditions laid down in the tender the performance security shall be forfeited and the store will be purchased on supplier's expense.
69. In case of L/C contract 10% of the total amount must be deposit (Refundable) in the name of Dow University of Health Sciences, Karachi as Security Amount on demand.

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

reasonable time. Provided that where the coming into force of a contract is contingent upon fulfillment of certain condition or conditions, the contract shall take effect from the date whereon such fulfillment takes place.

84. The decision of the procuring agency will be final and binding.

85. **NOTICES**

i. Purchaser's address for notice purposes:

Dow University of Health Sciences (Ojha Campus), Procurement Directorate, Prof. Masood Hameed Khan Library Building, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.

Phone No. +92-21-38771111(EXT. 4112)

Fax No. +92-21-99215763

E-mail: director.procurement@duhs.edu.pk

ii. Bidder's address for notice purposes:

Name of Bidder: _____

Name of Contact Person & Designation: _____

Phone No: _____

Fax No: _____

Mobile Phone No: _____

Email Address: _____

SCHEDULE OF REQUIREMENT

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

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

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

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

TECHNICAL SPECIFICATION

Item No.	Description of Goods	Estimated Qty. in Nos.
Non-Vascular Partially Covered Peripheral Stents		
1	Metallic Biliary stents (Size 10x 60mm)	60
2	Metallic Biliary stents (Size 10x 80mm)	60
3	Metallic Biliary stents (Size 10x 100mm)	80
Self-Expensible Vascular Peripheral Stents		
4	Self-Expanding Stents 0.35 (Size 6x50mm)	20
5	Self-Expanding Stents 0.35 (Size 6x100mm)	20
6	Self-Expanding Stents 0.35 (Size 6x150mm)	10
7	Self-Expanding Stents 0.35 (Size 8x40mm)	20
8	Self-Expanding Stents 0.35 (Size 8x60mm)	20
9	Self-Expanding Stents 0.35 (Size 8x100m)	10
10	Self-Expanding Stents 0.35 (Size 10x40mm)	10
11	Self-Expanding Stents 0.35 (Size 10x60mm)	10
12	Self-Expanding Stents 0.35 (Size 10x80mm)	10
13	Self-Expanding Stents 0.35 (Size 12x40mm)	10
14	Self-Expanding Stents 0.35 (Size 12x60mm)	10
Drug Coated Stent For Vascular Peripheral		
15	Drug coated stents (Size 6x100mm)	4
Endovascular Covered Metallic Stent For Vascular Peripheral		
16	Covered stents (Size 6x50mm)	10
17	Covered stents (Size 6x100mm)	10
18	Covered stents (Size 8x50mm)	10
19	Covered stents (Size 10x50mm)	10
20	Covered stents (Size 10x60mm)	10
21	Covered stents (Size 10x70mm)	10

Item No.	Description of Goods	Estimated Qty. in Nos.
22	Covered stents (Size 10x100mm)	10
23	Covered stents (Size 12x50mm)	10
Biliary Premounted Stent System		
24	Balloon mounted stents 0.35 (Size 6x15mm)	2
25	Balloon mounted stents 0.35 (Size 6x27mm)	2
26	Balloon mounted stents 0.35 (Size 6x57mm)	2
27	Balloon mounted stents 0.35 (Size 8x15mm)	2
28	Balloon mounted stents 0.35 (Size 8x27mm)	2
29	Balloon mounted stents 0.35 (Size 8x57mm)	2
30	Balloon mounted stents 0.35 (Size 9x15mm)	2
31	Balloon mounted stents 0.35 (Size 9x27mm)	2
32	Balloon mounted stents 0.35 (Size 9x57mm)	2
Balloon for Peripheral Vascular		
33	Balloons 0.35 (Size 5x40mm)	40
34	Balloons 0.35 (Size 5x60mm)	40
35	Balloons 0.35 (Size 5x80mm)	40
36	Balloons 0.35 (Size 6x40mm)	40
37	Balloons 0.35 (Size 6x60mm)	40
38	Balloons 0.35 (Size 6x80mm)	40
39	Balloons 0.35 (Size 8x40mm)	40
40	Balloons 0.35 (Size 8x60mm)	40
41	Balloons 0.35 (Size 8x80mm)	40
42	Balloons 0.35 (Size 10x40mm)	20
43	Balloons 0.35 (Size 10x60mm)	20
44	Balloons 0.35 (Size 12x40mm)	20
45	Balloons 0.35 (Size 12x60mm)	20
46	Balloons 0.35 (Size 14x40mm)	20

Item No.	Description of Goods	Estimated Qty. in Nos.
47	Balloons 0.35 (Size 14x60mm)	20
48	Balloons 0.35 (Size 4x40mm)	40
49	Balloons 0.35 (Size 4x60mm)	40
50	Balloons 0.14/0.18 (Size 4x40mm)	20
51	Balloons 0.14/0.18 (Size 4x150mm)	20
52	Balloons 0.14/0.18 (Size 4x100mm)	20
53	Balloons 0.14/0.18 (Size 3x40mm)	20
54	Balloons 0.14/0.18 (Size 3x150mm)	20
55	Balloons 0.14/0.18 (Size 3x100mm)	20
56	Balloons 0.14/0.18 (Size 2x40mm)	20
57	Balloons 0.14/0.18 (Size 2x150mm)	20
58	Balloons 0.14/0.18 (Size 2x100mm)	20
59	Cutting Balloons	10
60	Vascular occlusion balloon	20
Drug Coated Balloons For Vascular Peripheral		
61	Drug Eluting Balloons Size (4X60mm)	4
62	Drug Eluting Balloons Size (5x60mm)	4
63	Drug Eluting Balloons Size (6x60mm)	4
Glide Wires		
64	Stiff Glide wire (Size 180cm)	20
65	Stiff Glide wire (Size 260cm)	20
66	Regular Glide wire (Size 180cm)	600
67	Regular Glide wire (Size 260cm)	400
Straight PTFE Coated Stainless Steel Wire		
68	Wire Size 0.18/0.35, 180cm	200
Guide Wire M Stiff type, Stiff Nitinol hydrophilic Guide Wire covered with polyurethane		

Item No.	Description of Goods	Estimated Qty. in Nos.
69	J-Tip wire 0.35 (Size 150cm)	1,000
70	J-Tip wire 0.35 (Size 260cm)	400
Stiff Guide Wires		
71	Stiff guide wire (Size 180cm)	100
72	Stiff guide wire (Size 260cm)	100
73	Extra Stiff guide wire (Size 180cm)	100
74	Extra Stiff guide wire (Size 260cm)	100
Straight Tip Guide Wire Hydrophilic Coated		
75	0.18 wires, 300cm	100
76	0.14 wires, 300cm	40
Trans jugular Intrahepatic porto Systemic Shunt		
77	Trans jugular Intrahepatic Porto Systemic Shunt set	50
Trans jugular liver biopsy set		
78	Liver Access and biopsy set	20
Embolization Metallic Pushable Coils		
79	Embolization Coils 035 (Size 4mm)	20
80	Embolization Coils 035 (Size 6mm)	20
81	Embolization Coils 035 (Size 8mm)	10
82	Embolization Coils 035 (Size 10mm)	10
83	Embolization Coils 018 (Size 2mm)	10
84	Embolization Coils 018 (Size 3mm)	10
85	Embolization Coils 018 (Size 4mm)	10
86	Embolization Coils 018 (Size 6mm)	20
87	Embolization Coils 018 (Size 8mm)	20
Introducer Sheaths		
88	Vascular access Sheaths 11 cm long (4-12 Fr)	600

Item No.	Description of Goods	Estimated Qty. in Nos.
89	Long/ braided vascular access Sheath 45 cm long (6-12 Fr)	100
90	Long/ braided vascular access Sheath 65 cm long (6-12 Fr)	100
91	Long/ braided vascular access Sheath 85 cm long (6-12 Fr)	100
92	Up and over vascular access sheaths 45 cm long (6-8 Fr)	100
93	Up and over vascular access sheaths 65 cm long (6-8 Fr)	100
Angiographic Catheters		
94	Angiographic Glide Catheters 0.35 (H1, C1, C2, Sim 1 , Sim 2, vert, SOS, beenstein)	400
95	Angiographic Catheters 0.35 (H1, C1, C2, Sim 1 , Sim 2, Vert, SOS, beenstein) 65 cm long (4&5 Fr)	2,000
96	Angiographic Catheters 0.35 (H1, C1, C2, Sim 1 , Sim 2, Vert, SOS, beenstein) 100 cm long (4&5 Fr)	1,000
Vascular Micro Catheter		
97	Angiographic Micro catheters with Wire	1,000
Pigtail vascular catheter		
98	Pigtail vascular catheter 65 cm long (4&5 Fr)	50
99	Pigtail vascular catheter 100 cm long (4&5 Fr)	50
Crossing Catheter		
100	0.35 crossing catheter	50
PICC Lines Catheters		
101	Power PICC Line (5fr and 6Fr)	50
102	PICC lines single lumen (4 & 5 Fr)	100
103	PICC lines double lumen (4 & 5 Fr)	200
104	PICC lines triple lumen (4 & 5 Fr)	100
Hemodialysis catheter/Perm Catheter		
105	Double lumen tunneled dialysis catheters 19 Cm (14.5 Fr)	200
106	Double lumen tunneled dialysis catheters 23 Cm (14.5 Fr)	200
107	Double lumen tunneled dialysis catheters 28 Cm (14.5 Fr)	60
IVC Filter & Retrieval		
108	IVC filters Temporary and permanent	40

Item No.	Description of Goods	Estimated Qty. in Nos.
109	IVC filter retrieval sets	4
Snare		
110	Snare Goose Neck ,10mm	20
PVA Particles		
111	PVA particles 150-250, 250-355,350-500,500-700 and 700-1000 (5pcs)	200
Microspheres		
112	Hepaspheres 40 - 60	30
Gastrostomy tube		
113	Gastrostomy tube set small bore (12, 14 Fr)	40
114	Gastrostomy tube set wide bore (18-28 Fr.)	40
Biliary Catheter/Drainage Catheter		
115	Biliary catheter (8-12 Fr.)	400
116	Biliary drainage catheter kit (8-12 Fr.)	20
117	Drainage catheters locking (8-14 Fr.)	300
118	Drainage catheters non locking (8-14 Fr.)	1,000
Biliary Tracke stone grasper/retriever		
119	Biliary tract stone grasper/retriever	4
Esophageal, Gastric & Colonic stents		
120	Esophageal, Gastric& colonic stents Covered/Uncovered	10
Nephrostomy Catheter		
121	Nephrostomy catheter (8-12 Fr.)	300
122	Nephrostomy kit (8-12 Fr.)	20
Biopsy Needle/Gun		
123	Semi Auto Bx gun (14 - 18 G and 10 cm long)	1,000
124	Semi Auto Bx gun (14 - 18 G and 15 cm long)	1,000
125	Co axial needle (14 - 18 G and 5 cm long)	600
126	Co axial needle (14 - 18 G and 10 cm long)	600

Item No.	Description of Goods	Estimated Qty. in Nos.
127	Automatic Bx Gun	100
128	Infusion catheter	10
Temporary Dialysis Catheters		
129	Dialysis Catheter 8Fr x 13cm	100
130	Dialysis Catheter 8fr x 20cm	100
131	Dialysis Catheter 12fr x13cm	100
132	Dialysis Catheter 12fr x20cm	100
133	Dialysis Catheter 12fr x30cm	100
Hickman Catheters (Long Term Hemodialysis Catheter)		
134	Hickman Catheter 6fr	50
135	Hickman Catheter 8fr	50
136	Hickman Catheter 10fr	50
137	Hickman Catheter 12fr	50
Miscellaneous Items		
138	Onyx liquid embolic	10
139	Radio Frequency Ablation generator for varicose veins	2
140	Closure fast	100
141	Embolic protective devices	10
142	Silver Hawk Atherectomy catheters	4
143	Micro puncture kit	50
144	RFA needle (2-4 cm)	200
145	Double J stent	100
146	Angio Jet Console	2
147	Support Catheter	4
148	Inflation device	20
149	Clot retrieval	10
150	Probe cover	10,000
151	Biopsy tray	4,000

CONTRACT FORM

THIS AGREEMENT is made for 24 months from the ____ day of _____ 2017 between **Dow University of Health Sciences, Karachi** of *Islamic Republic of Pakistan* (hereinafter called "the Purchaser") of the one part and **[name & address of Bidder]** of **[city and country of Bidder]** (hereinafter called "the Bidder") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed / Sealed by Purchaser

WITNESS

1. _____

1. _____

2. _____

2. _____

MANUFACTURER'S AUTHORIZATION FORM

To: [Name of Purchaser]

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

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

[Signature for and on behalf of Manufacturer]

Note:

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

PERFORMANCE GUARANTEE/SECURITY FORM

To: DOW UNIVERSITY OF HEALTH SCIENCES (Ojha Campus),
SUPARCO Road, off Main University Road,
Gulzar-e-Hijri, Scheme No. 33,
Karachi

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

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Purchaser with Pay Order/Demand Draft/Bank Guarantee by a scheduled bank for the sum of 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 Word and Figures] and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without requiring the Purchaser to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of **[Amount of Guarantee]** as aforesaid. The amount payable by the Guarantor under this guarantee.

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

Signature and Seal of the Guarantors / Bank

Address: _____

Date: _____

BID FORM

REF NO.: DUHS/DP/2017/20
**INTERVENTIONAL RADIOLOGY STENTS / CATHETERS /
DISPOSABLES / CONSUMABLES**

To: **THE DOW UNIVERSITY OF HEALTH SCIENCES (Ojha Campus),**
Procurement Directorate, Prof. Masood Hameed Khan Library Building,
SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33,
Karachi.

Dear Sir,

1. Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods specified in the said Bidding Documents for the sum of [Total Bid Amount], [Bid Amount in Word] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.
2. The free of cost / donation / discounts offered and the methodology for their application are: _____

3. We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
4. If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of **5% of the Contract Award and requisite retention money** for the due Performance of the Contract, in the form prescribed by the Purchaser.
5. We agree to the validity of this bid for **24 Months (extendable)** from the date fixed for financial bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Until a formal Contract is prepared and executed this bid together with the written acceptance thereof and notification of award, by the Purchaser, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of _____

Date: _____

C E R T I F I C A T E

3. We / I, hereby confirm the price validity of all quoted product is valid for 90 days (further extendable) from the date of submission of bid.
4. We / I, hereby confirm to have read carefully all the clauses of the advertised Notice Inviting Tender (NIT) **No. DUHS/DP/2017/20-21 Dated 21 February 2017 for the purchase of Interventional Radiology Stents / Catheters / Disposables / Consumables (Rate Contract Basis)**. We / I, agree to abide by all the instructions / conditions.
5. That we / I, agree whether our bid accepted for total, partial or enhance quantity for all or any single item. I / we also agree to supply and accept the said item at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
6. We / I, hereby confirm to adhere to the delivery period required in the purchase orders, which would be essence of the contract and will be strictly adhered to by us / me, in case of failure, we / I agree unconditionally accept the recovery of liquidated damages on delayed supplies.
7. Certified that the prices quoted against Notice Inviting Tender (NIT) **No. DUHS/DP/2017/20-21 Dated 21 February 2017** are not more than the prices quoted to any other purchasing agency during the current financial year, and in case of any discrepancy, the bidder(s) hereby undertake to refund in excess amount, if and when asked to do so.
8. Certified that we / I will supply fresh stock of stores, free of cost if found substandard / counterfeit / spurious / misbranded / adulterated / expired at variance with the specifications of supply order / bid document. Moreover, we / I will not claim the return of rejected stock.
9. Certified that we / I will replace the stores free of cost in case of expiry, due to non-consumption.
10. Certified that we / I, have never been black listed from any Government / Semi Government Organization.
11. That if any of the information submitted in accordance to this bid document found incorrect, our contract may be cancelled at any stage on our cost and risk.

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

STAMP OF THE FIRM

NOTICE INVITING TENDER (NIT)

No. DUHS/DP/2017/-20-21 Dated 21 February 2017

Dow University of Health Sciences (DUHS), Karachi invites following bids on DDP / C&F basis from authorized Dealers / Distributors / Manufacturers, registered with GST & Income Tax on **Rate Contract Basis**.

Name of Bid	Reference No.	Bidding Procedure
Procurement of Interventional Radiology Stents / Catheters / Disposables / Consumables	DUHS/DP/2017/20	Single Stage One Envelope
Procurement of Hospital Furniture / Fixture	DUHS/DP/2017/21	Single Stage Two Envelope

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	27 February 2017 to 14 March 2017
Bids Delivery Date & Time	15 March 2017 at 11:00 a.m.
Bid Opening Date & Time	15 March 2017 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.

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

PRICE SCHEDULE

(DDP OFFER)

PRICE SCHEDULE IN PAK RUPEES (DDP BASIS)

FOR GOODS OFFERED FROM WITHIN THE PURCHASER'S COUNTRY

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

PRICE SCHEDULE

(C&F OFFER)

PRICE SCHEDULE IN FOREIGN CURRENCY (C&F BASIS)

FOR GOODS OFFERED FROM OUTSIDE THE PURCHASER'S COUNTRY

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

SECTION - K

SPECIFICATION PROFORMA

(Must be attached duly signed & stamped with Bid)

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

Signature of Authorized Person: _____

Name of Authorized Person: _____

Designation of Authorized Person: _____

Name of Bidder: _____

Phone No: _____

Stamp: _____

DATA SHEET **COMPANY PROFILE**

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

Note:- Tick relevant box if applicable.

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