

Dow University of Health Sciences



Bidding Documents

Single Stage – One Envelope Procedure

As per Rule 46 (1) of SPPR, 2010

IFB / NIT Ref. No. DUHS/DP/2025/317 Dated 26 March 2025

**RATE-CONTRACT FOR LOCAL PURCHASE OF DRUGS/
MEDICINES/ SURGICAL CONSUMABLES/ DISPOSABLES/
MEDICAL DEVICES AND ALLIED ITEMS**

Invitation for Bids (IFB) / Notice Inviting Tender (NIT)
IFB No: DUHS/DP/2025/317 Dated 26 March 2025

Dow University of Health Sciences (DUHS), Karachi, invites e-bids through E-Pak Acquisition and Disposable System (EPADS) on a DDP Basis (Excluding GST) from the eligible bidders available on the 'List of Active Taxpayers' of FBR/SRB (whichever is applicable) regarding the **Local Purchase of Drugs/ Medicines/ Surgical Consumables/ Disposables/ Medical Devices and allied items** as per SPP Rule-46(1) Single Stage-One Envelope Procedure. Bidding Documents containing detailed Terms and Conditions can be viewed/downloaded from <https://portalsindh.eprocure.gov.pk/#/> and <https://www.duhs.edu.pk/>

Electronic Bids should be submitted through EPADS only. Manual bids will not be received. Interested bidders are required to register themselves on the EPAD System at the link <https://sindh.eprocure.gov.pk/#/supplier/registration> for submission of electronic bids.

The bids, prepared according to the instructions provided in the bidding documents, must be submitted on EPADS by **16 April 2025 at 11:30 Hrs.** The original instrument of the tender fee of Rs. 2,000/- (Non-refundable) and bid security of one percent (1%) of the estimated value of the tender (not less than Pak Rs. **1,000,000/-**) must be received by the procuring agency (Procurement Directorate at Library Block, Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi) before the deadline for submission of e-bids, which will be opened on the same day at **12:00 Hrs.**

Note:

- a. For any query regarding e-bidding, please contact the Director Procurement Office at Tel: 021-38771111 (Ext. 4433)
- b. In case Govt. announces any public holiday or any unfavourable circumstances the tender/bids will be submitted and opened on the next working day, at the same venue and time.
- c. The purchaser reserves the right to reject any/all bids under the relevant provisions of SPP Rules 2010.
- d. In case of any difficulty, prospective bidders may contact the EPADS Helpline 051-111-137-237 during working days/hours.

Director Procurement
Dow University of Health Sciences, Karachi

BID DATA SHEET (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

1.	Name of Procuring Agency:	Dow University of Health Sciences, Karachi (DUHS)
2.	Name of Contract:	Local Purchase of Drugs/ Medicines/ Surgical Consumables/ Disposables/ Medical Devices and allied items (on Rate-Contract Basis).
3.	Tender Reference No.	IFB No: DUHS/DP/2025/317 Dated 26 March 2025
4.	Bidding Procedure	Bids shall be accepted under the Single Stage – One Envelope Procedure as per rule 46 sub-rule (1) of SPP Rules 2010 – via e-Pak Acquisition & Disposal System (EPADS).
5.	Language of the bid:	English.
6.	Alternate Bid:	Not Allowed
7.	Joint Venture Bid:	Not Allowed
8.	Currency of the Bid:	The price quoted shall be in Pakistani Rupee (PKR)
9.	Bid Prices:	The quoted price shall be in Pakistani Rupees (PKR), Delivered Duty Paid (DDP) Basis (Excluding GST) at the consignee's end on highest / maximum discount in terms of percentage (%age) on (Market Retail Price) MRP of the goods. The bid prices shall be fixed during the contract period.
10.	Bid Security:	1% of Estimated Tender Cost. The Bid Security shall not be less than Pak Rs. 1,000,000/- (Rupees one million only) from any scheduled banks in the shape of Pay Order / Demand Draft / Bank Guarantee
11.	Bid Validity Period:	Bid validity period shall be 90 days from the last date of submission of bid.
12.	Language of Bid	Language of the bid shall be English
13.	Deadline and place of bid submission:	Date: 16 April 2025 – Time: 11:30 Hrs. Place: Procurement Directorate at Library Block, Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
14.	Date, Time and Place of Bid opening:	Date: 16 April 2025 – Time: 12:00 Hrs. Place: Office of the Manger Supply Chain, Procurement Directorate at Library Block, Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
15.	Performance Security:	1% of Estimated Tender Cost. The successful Bidder shall furnish the Performance Security amounting to Pak Rs. 1,000,000/- (Rupees one million only) from any scheduled banks in the shape of Pay Order / Demand Draft / Bank Guarantee.
16.	Period of Contract:	A contract shall be signed with the successful bidder for a period of one year (12 months) effective from the signing of contract agreement (Extendable for further 12 months with mutual consent).

Section I

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Source of Funds

1.1 Dow University of Health Sciences, Karachi (DUHS) has allocated funds for the Local Purchase of Drugs/ Medicines/ Surgical Consumables/ Disposables/ Medical Devices and allied items (on Rate-Contract Basis) on a day-to-day basis

2. Eligible Bidders

2.1 This Invitation for Bids is open to all bidders having a Valid Drugs Sale License (DSL).

2.2 The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.

2.3 The bidder must be registered with E-Pak acquisition and disposal system (EPADS).

3. Eligible Goods and Services

3.1 All goods to be supplied under the contract shall have to comply with the prevailing Drug Laws & Rules. Related services for supply of goods will be provided as per Sindh Drug Rules, 1979 amended up to date. 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 till the supply at health facility.

4. Cost of Bidding

4.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents shall include:
- Instructions to bidders;

- i. General Conditions of Contract;
- ii. Special Conditions of Contract;
- iii. Schedule of Requirements;
- iv. Performance Security/Guarantee Form;

5.2 The "Invitation for Bids" is part of the Bidding Documents. In case of discrepancies between the Invitation for Bid and the Bidding Documents, the Bidding Documents shall take precedence.

5.3 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.

5.4 Failure to furnish all information required by the bidding documents or to submit a bid not responsive to the bidding documents in every aspect shall be at the bidder's risk and may result in the rejection of its bid.

5.5 **Clarification of Bidding Documents:** A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing through EPADS only and manual clarification shall not be entertained. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents through EPADS, which it receives no later than five (05) calendar days prior to the deadline for the submission of bids. The Procuring Agency may respond in writing through EPADS to any request for clarification of the bidding documents.

5.6 **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s). All prospective Bidders that have received/downloaded the Bidding Documents shall be notified of the amendment (s) in writing through E-mail or through the official website of DUHS, and on EPADS and shall be binding on them. To allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their electronic bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

5.7 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false, fabricated and materially inaccurate or incomplete. All such actions will be taken as per Sindh Public Procurement Rules, 2010 (SPP Rules 2010).

5.8 Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be debarred & blacklisted as provided in SPP Rules 2010.

C. PREPARATION OF BIDS

6. Language of Bid

6.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

7. Documents Comprising the Bid

7.1 The bid shall comprise the following components:

- i. Bid Form and Price Schedule (offered discount) completed in accordance with instruction to bidders (to be submitted along with financial proposal/bid);
- ii. Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- iii. Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents;
- iv. Bid Security as mentioned in bid data sheet in the shape of Call Deposit Receipt (CDR)/bank guarantee etc.; and
- v. Documents required in evaluation criteria and bid data sheet.

8. Bid Form & Price Schedule

8.1 The bidder shall complete the Bid Form and appropriate Price Schedule furnished in the bidding documents, indicating the offered discount of drugs/medicines/medical devices etc.

9. Bid Prices

9.1 The bidder shall indicate appropriate discount on MRP of drugs/medicines/medical devices. Form of price Schedule is to be filled in very carefully and should be typed. Any alteration/correction must be initialled. Every page is to be signed and stamped.

9.2 The bidder should quote the maximum discount on MRP of drugs/medicines/medical devices fixed by DRAP / printed on pack in %age in below mentioned three categories:

- a. For Local Manufacturers (Medicines)
- b. For Multinational Manufacturers (Medicines)
- c. For Surgical & Disposables items

9.3 The bidder is required to offer competitive discounts. All discounts must include taxes as per government policy. Quoted discounts shall be considered as inclusive of all prevailing taxes/duties (excluding GST). The benefit of exemption from or reduction in the taxes shall be passed on to the Procuring Agency (if any).

9.4 Any subsequent changes in rates or structure of applicable taxes by the Government at any time during the execution/ evaluation period shall be passed to the Procuring Agency.

9.5 While tendering your quotation, the present trend/inflation in the rate of goods and services in the market should be kept in mind. No request for an increase in price due to market fluctuation in the cost of goods and services shall be entertained.

10. Bid currencies:

10.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

11. Documents Establishing Bidder's Eligibility and Qualification

11.1 The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under instruction to the bidders.

11.3 The documentary evidence (to be submitted along with technical proposal) of the bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Procuring Agency's satisfaction.

12. Documents Establishing Good's Eligibility and Conformity Bidding Documents

12.1 The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all items / goods, which the bidder proposes to supply under the Contract.

13. Bid Security

13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

13.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
- b. irrevocable encashable on-demand Bank call-deposit.

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 will be rejected by the Procuring agency as nonresponsive.

13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 14.

13.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract and furnishing the performance security/guarantee.

13.7 The bid security may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. in the case of a successful Bidder, if the Bidder fails:
 - i. to sign the contract in accordance with **ITB Clause 35**; or
 - ii. to furnish performance security/guarantee in accordance with **ITB Clause 36**.

14. Bid Validity

14.1 Bids shall remain valid for a period, after opening of a bid, as specified in the Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. Any extension in bid validity will be dealt as per mechanism provided in Rule 38 of SPP Rules 2010.

D. SUBMISSION OF BIDS

15. Format and Signing of Bid

15.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any document must be signed and stamped by the bidder. The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, **signing and stamping each page of bidding document form is mandatory.**

15.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

16. Sealing and Marking of Bids

16.1 The bid shall be typed and shall be signed by the Bidder, the person signing the bid shall initial all pages of the bid. The Bidder shall submit (upload) typed Bid in original scanned copy through EPADS and shall be signed by the Bidder to bind the Bidder to the contract. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person signing the bid. All bidding documents to be duly attested (signed and stamped) by the authorized person of bidder.

16.2 The mode of procurement is Single Stage – One Envelope (envelope means encrypted electronic file). The Bid shall be submitted through the electronic procurement system of SPPRA (EPADS) uploaded with Technical Proposal and Financial Proposal (encrypted files as specified in EPADS). Original bid security scanned copy must be uploaded on EPADS. The original bid security shall be submitted at the address mentioned in the NIT/IFB/Bidding Documents/BDS. Bids shall: be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and bear the title of procurement Activity indicated in the Bid Data Sheet.

17. Deadline for Submission of Bids

17.1 All bids should be properly signed and stamped of each page. Bids must be submitted by the Bidder via EPADS. The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. Bids must be received electronically by the Procuring Agency through EPADS as per BDS not later than the time and date specified in the Bid Data Sheet.

18. Late Bid

18.1 Late bids shall be rejected.

19. Withdrawal of Bids

19.1 Not allowed after the deadline prescribed for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under SPP Rules 2010).

E. THE BIDDING PROCEDURE

20. Single stage–One Envelope Procedure (envelope means encrypted electronic file)

20.1 Bids shall be accepted under the single stage one – envelope procedure defined in the SPP Rules 2010 at Rule 46(1).

20.2 The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.

20.3 The Bids shall be evaluated in accordance with the specified evaluation/qualification criteria.

F. OPENING AND EVALUATION OF BIDS

21. Opening of Bids

21.1 The Procuring Agency will open the bids (electronically from EPADS) in the presence of bidders or their authorized representative at the prescribed time, date and venue specified in the BDS.

21.2 The envelopes (encrypted electronic file) holding the Technical/Financial Proposals shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder; and
- (b) Any other details as the Procuring Agency may consider appropriate.

21.3 Bids not opened electronically due to any bugs/virus/glitch etc. or not readable in the uploaded file shall be rejected and not be considered further for evaluation, irrespective of the circumstances.

21.4 The Procuring Agency shall prepare minutes of the Bid opening that will be uploaded on the website of SPPRA and DUHS websites.

21.5 No supplementary or revised offer after the opening of bids shall be entertained.

22. Clarification of Bids

22.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

23. Preliminary Examination

23.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of financial opening), whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

23.2 Joint Venture / Consortium Bid, Conditional/Ambiguous/Incomplete/ Alternative Bid, Bids not accompanied by Bid Security of required amount and form and bids of Blacklisted firms shall be treated as rejected / non-responsive (The offers from the bidder whose name has been removed from the blacklist will be accepted).

23.3 In the financial bids the arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

23.4 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

24. Evaluation & Comparison of Electronic Bids

24.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be responsive.

24.2 All bids shall be evaluated in accordance with the evaluation/qualification criteria and other terms & conditions set forth in these bidding documents.

24.3 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of submission of bids.

24.4 The bidder shall submit its offer for all three (03) categories i.e. Local Manufacturer, Multinational Manufacturer and Surgical & Disposable, etc. Otherwise, the bid shall be considered non-responsive and rejected straightaway.

25. Evaluation Criteria

25.1 The following **mandatory parameters/ criteria/ factors** will be applied for the technical evaluation of the bids. If a bidder is unable to meet even one of the following parameters/ criteria/ factors of mandatory requirements, his bid shall be disqualified and not considered for further evaluation.

S#	Knock Down Parameters/ Criteria/ Factors
1.	The bidders are required to submit bids electronically via E-Pak acquisition and disposal system (EPADS). If any bid is not submitted through EPADS, the bid shall be rejected.
2.	Copy of CNIC (NADRA) of signatory of the Bid Forms
3.	Financial Bid/ Bid Form on Bidder's Letterhead duly signed and stamped.
4.	The bidder shall submit its offer for all three (03) categories i.e., Local Manufacturer, Multinational Manufacturer and Surgical & Disposable etc.
5.	Complete Bidding Document, duly signed and stamped on its each/ every page.
6.	Original Tender Purchase Receipt / Pay Order of Tender Fee (Must be submitted before the opening of the bids)
7.	Bid Security of required amount and in prescribed shape. (Must be submitted before the opening of the bids)
8.	Compliance to bid validity period
9.	Compliance to payment terms and conditions
10.	Bidder is available on the 'List of Active Taxpayers' of FBR (Income Tax and Sales Tax)
11.	Valid Drugs Sale License.
12.	Professional Tax Certificate for the current financial year.
13.	Affidavit on stamp paper of Rs. 100/- to the effect that: <ul style="list-style-type: none"> i. The bidder is neither blacklisted nor suspended by any National/International, including Provincial and Federal Govt. ii. Any director or owner of the bidding company is not awarded any punishment from any Court of Law. iii. Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.
15.	Bidder's past performance/experience: The bidder must have successfully completed at least two (02) contracts, each with a minimum duration of 12 months, for the local purchase of drugs/ medicines/ medical devices with a public sector hospital having a capacity of 300 beds or more within the last five (05) years. (A copy of the contract agreement and satisfactory performance certificate, issued by the competent authority must be submitted with the bid.)

S#	Knock Down Parameters/ Criteria/ Factors
18.	Complete Income Tax Returns-FBR for last 3 financial years
19.	Bidder's Average Annual Turnover in preceding three (03) financial years should not be less than PKR 50 million demonstrated through annual income tax returns only.

Note:

- i. The bidder failing to fulfil any parameter of evaluation criteria given in Clause 25, shall be declared as non-responsive.
- ii. The evaluation committee of the procuring agency may visit the bidder's pharmacy to evaluate the requisite aspects of bidding documents if required.
- iii. The bidder must attach all the relevant documents to meet the evaluation criteria.

26. Opening & Evaluation of Financial Bids

26.1 Financial proposals shall be opened/downloaded from EPADS publicly in the presence of the bidders' representatives who choose to attend. The names of the bidders shall be read aloud, the financial proposals shall be opened, and offered discounts on each category shall be read aloud and recorded.

26.2 The bids not responsive to the provision given in Clause 25 shall not be eligible for financial evaluation.

26.3 Bids not accompanied by the Bid Security of the required amount and form shall be rejected.

26.4 Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during the execution/ evaluation period shall be passed to the Procuring Agency.

26.5 The Bids shall be evaluated and compared for **all three (03) categories**. Bids submitted for partial or limited category(ies) shall not be considered and rejected.

26.6 For the determination of the lowest evaluated bidder (offering maximum discount) below mentioned weightage of offered discounts shall be considered;

a.	For National Manufacturers (Drugs/Medicines)	Weightage 50%
b.	For Multinational Manufacturers (Drugs/Medicines)	Weightage 30%
c.	For Surgical & Disposables / Medical Devices	Weightage 20%
TOTAL		Weightage 100%

Note:

- i. Weightage mentioned against each category in Clause 26.6 shall be considered for determining the lowest bidder (offering the maximum discount).
- ii. Key consideration for successful bidder determination as per the following illustration.

Bidder	Weightage	Discount Offered in %age			Evaluation of Lowest		
		Bidder 1	Bidder 2	Bidder 3	Bidder 1	Bidder 2	Bidder 3
		e.g.	e.g.	e.g.			
For National Manufacturers (Drugs/Medicines)	0.5	8%	9%	9%	$8 \times 0.5 = 4$	$9 \times 0.5 = 4.5$	$9 \times 0.5 = 4.5$
For Multinational Manufacturers (Drugs/Medicines)	0.3	6%	5%	4%	$6 \times 0.3 = 1.8$	$5 \times 0.3 = 1.5$	$4 \times 0.3 = 1.2$
For Surgical & Disposables / Medical Devices	0.2	20%	22%	25%	$20 \times 0.2 = 4$	$22 \times 0.2 = 4.4$	$25 \times 0.2 = 5$
TOTAL					9.8	10.4	10.7
REMARKS/FINDINGS							Successful Bidder

27. Redressal of grievances by the Procuring Agency

27.1 In the case of a dispute between the Procuring agency and the Bidder/ Contractor/ Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rules 31, 32 and 34 of the SPP Rules, 2010.

28. Contacting the Procuring Agency

28.1 No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification in addition to any other penalty Procuring Agency may in its discretion impose.

29. Qualification & disqualification of bidders

29.1 The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by the firm was false and materially inaccurate or incomplete.

30. Rejection of Bids

30.1 The Procuring agency may reject all bids or proposals at any time before the acceptance of a bid or proposal. The Procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, however, shall not be required to justify those grounds. The Procuring agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-25 of SPPRA Rules, 2010 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 25 of SPPRA Rules, 2010).

31. Re-Bidding

31.1 If the Procuring Agency rejects all bids, it may call for a re-bidding or if deemed necessary and appropriate, the Procuring Agency may seek any alternative methods of procurement pursuant to SPP Rules-2010.

31.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

32. Announcement of Evaluation Report

32.1 The Procuring Agency shall declare the results of the bid evaluation/final evaluation report at least three (03) working days prior to the award of the procurement contract and same will be uploaded in the form of bid evaluation report (technical & financial) on the websites of the SPPRA (EPADS) and DUHS.

G. AWARD OF CONTRACT

33. Acceptance of Bid and Award criteria

33.1 The bidder who offers the highest discount, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Contract within the original or extended period of bid validity.

33.2 The contract shall be awarded to the contractor as per SPP Rules 2010 offering maximum discounts on below mentioned three categories:

a.	For National Manufacturers (Drugs/Medicines)
b.	For Multinational Manufacturers (Drugs/Medicines)
c.	For Surgical & Disposables / Medical Devices

33.3 In case of a tie among two or more bidders in a financial bid with identical offered rates, the contract shall be awarded to the bidder having more experience in supplying the goods to the procuring agency.

34. Notification of Award

34.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful bidder in writing, to be confirmed in writing that its bid has been accepted. The notification of the award shall constitute the formation of the Contract.

35. Signing of Contract

35.1 The Procuring Agency will issue the Notification of Award/Advance Acceptance of Tender (AAT)/ Letter of Acceptance (LoA)/ Letter of Intent (LoI). The firm will submit the required Performance Security/Guarantee within a reasonable time after issuance of AAT/LoA/LoI. After receipt of the Performance Security/Guarantee (having validity for one year) and Stamp Duty, the procuring Agency and successful bidder will sign the formal Contract.

35.2 The bidder shall sign the contract on appropriate stamp paper. All charges, including payment of stamp duty / prevailing service charges as per article 22-A (Contract) of the schedule of Stamp Act 1899 shall be borne by the successful bidder.

35.3 If the successful bidder shows the inability to sign the contract or fails to deposit Performance Security/Guarantee & Stamp Duty etc., then their Bid security shall be forfeited, and the firm shall be blacklisted for future participation. In such a situation, the Procuring Agency may make the Award to the next lowest evaluated Bidder (offering maximum discount) or call for re-bidding.

36. Performance Security/Guarantee

36.1 On the date of signing of the Contract, the successful Bidder shall furnish the Performance Security/Guarantee in accordance with the Special Conditions of Contract, in the Performance Security/Guarantee Form. The shape and value of the Performance Security/Guarantee to be submitted are indicated in the Bid Data Sheet.

36.2 Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the Bid Security, in such event the Procuring Agency may make the award to the next lowest evaluated bidder (offering maximum discount) or call for new bids.

37. Corrupt or Fraudulent Practices

37.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed or Procuring Agency-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government-financed contract.

38. Schedule of Requirement

38.1 The supplier shall ensure that stores are provided in accordance with the requirements of the procuring agency on a day-to-day basis, as needed, including in cases of emergency or urgent demand. Notwithstanding the foregoing, all goods must be delivered within three (3) days from the date of receipt of the purchase order.

SECTION 2 GENERAL CONDITIONS OF CONTRACT

1. Definitions:

- 1.1 In this Contract, the following terms shall be interpreted as indicated against each;
- a. "The Contract" means the agreement between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - c. "The Goods" means Local Purchase Drugs/Medicine (Day to day) & Surgical Disposable Items (Medical Devices).
 - d. "The Services" means those services ancillary to the supply of goods, such as Local Purchase Drugs/Medicine & Medical Devices (Surgical & Disposable Items) (Day to day).
 - e. "The Procuring Agency" means, Dow University of Health Sciences, Karachi (DUHS).
 - f. "The Supplier" means the individual or firm supplying the goods under this Contract.
 - g. "GCC" mean the General Conditions of Contract contained in this section.
 - h. "SCC" means the Special Conditions of Contract.

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract.

3. Country of Origin

- 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 the purposes of this clause, "origin" means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.

4. Standards

- 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the indent as per prevailing Drugs Act.

5. Use of Contract Documents and Information

- 5.1 The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.

- 5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.

5.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

7. Inspections and Test /Analysis

7.1 The Contractor will submit an invoice/ bill after the acceptance of the goods. Supply will be received through the Warehouse Pharmacist/ Hospital Pharmacist/ Medical Superintendent or any designated person with the same brand that was mentioned in the purchase order with batch and expiry date mentioned in GRN or Delivery Challan. The bill/ invoice must be in accordance with the supplied brand.

7.2 The supplier will be responsible for free replacement of stocks if the same is not found to be of the same as per order. Substandard /Spurious / Misbranded / Expired stock will be replaced at the earliest.

7.3 The supplier will be responsible for depositing the Drug Testing fees per batch to the Provincial/Central Drugs Testing Laboratories, the said fees will be deposited directly to POL / CDL, if the assignment is given to the said laboratories.

8. Physical examination of "Goods" supplied:

8.1 The Inspection committee constituted by the consignee shall carry out the physical examination after receipt of supplies for checking quality / quantity of the goods supplied.

8.2 If the Goods supplied are found during physical examination / inspection to be against the required/approved specifications/brand etc., the Procuring Agency may reject the goods, and the Supplier 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 immediately from the date of communication of decision to the pharmacy by the Concerned Authority.

9. Delivery and Documents

9.1 The Supplier in accordance with the terms specified in the Bidding Documents/ Purchase Order shall make delivery of the goods. The Contractor will submit invoice/ bill after the acceptance of the goods. Supply will be received through Warehouse Pharmacist/ Hospital Pharmacist/ Medical Superintendent or any designated person with same brand that was mentioned in the purchase order with batch and expiry date mentioned in GRN or Delivery Challan. The bill/ invoice must be in accordance with the supplied brand.

9.2 The drugs/ medicines shall be accompanied by the necessary warranty on Form 2-A, in accordance with the provision of the Drugs Act 1976 and rules framed there under.

10. Insurance

10.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) – Karachi under which risk is transferred to the buyer after having been delivered at the consignees' end, hence insurance coverage is the Supplier's responsibility.

11. Transportation

11.1 The Supplier shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination. The goods shall be delivered to the consignee's end on the risk and cost of the Supplier. All taxes shall be borne by the Supplier. Transportation including loading/unloading of goods shall be arranged and paid for by the Supplier.

12. Incidental Services

12.1 The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should be included in the total bid price.

13. Payment

13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Special Conditions of the Contract. The currency of payment is Pak. Rupees.

14. Prices

14.1 Discount on MRP offered by the bidder for goods delivered under the Contract shall not vary from the discount on MRP quoted by the Supplier in its bid and shall remain the same till the expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

14.2 Printed Price List of the Manufacturer / Importer indicating Trade Price and Market Retail Price which should be duly signed and stamped by the Authorized person of the Firm shall be provided on request of the procuring agency to verify the rates.

15. Contract Amendments

15.1 No variation in or modification of the terms of the Contract shall be made except by a written amendment signed by both Parties.

16. Subcontracts

16.1 The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

17. Delays in the Supplier's Performance

17.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). The Procuring Agency may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of Contract. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

18. Penalties/liquidated Damages

18.1 In case of non-supply of any item within the stipulated period, risk purchase may be done from any other reputable pharmacy, and the difference shall be deducted from the performance security/guarantee / pending bills of the contractor.

19. Termination for Default

19.1 The Procuring agency without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor/ supplier, may terminate this Contract in whole or in part:

- (a) if the contractor/ supplier fails to deliver any or all of the goods/ services within the period(s) specified in the Contract or Purchase Order, or within any extension thereof granted by the Procuring agency; or
- (b) if the contractor/ supplier fails to perform any other obligation(s) under the Contract.
- (c) if the contractor/ supplier, in the judgment of the Procuring agency, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, 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 Borrower of the benefits of free and open competition.

20. Force Majeure

20.1 The contractor / supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

20.3 If a Force Majeure situation arises, the contractor / supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. Termination for Insolvency

21.1 The Procuring agency may at any time terminate the Contract by giving written notice to the contractor / supplier if the contractor / supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor / supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DUHS.

22. Termination for Convenience

22.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which the performance of the contractor/ supplier under the Contract is terminated, and the date upon which such termination becomes effective.

23. Redressal of Grievance

23.1 In the case of a dispute between the Procuring agency and the Contractor / Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rules 31, 32 and 34 of the SPP Rules, 2010 (Amended 2019).

24. Arbitration and Resolution of Disputes

24.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

24.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

25. Governing Language

25.1 The Contract shall be written in the ENGLISH language All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

26. Applicable Law

26.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi - Pakistan shall have exclusive jurisdiction.

27. Notices

27.1 Any Notice given by one party to the other pursuant to this contract shall be sent to the other party in writing and confirmed to other party's address specified in Special Conditions of Contract.

27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SECTION 3

SPECIAL CONDITION OF CONTRACT

1. Definitions In this Contract, the following terms shall be interpreted as indicated against each;
 - a. **“The Contract”** means the agreement between the Procuring Agency and the Supplier, recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b. **The Supplier:** is the individual or firm supplying the goods under this contract.
2. **Country of Origin:** All goods and related services to be supplied under the contract must be from that origin / country as indicated under general conditions of the contract.
3. **Bid Security:** shall not be less than Pak Rs. 1,000,000/- (Rupees one million only) – One per cent (1%) of the tender estimated cost – in the shape of Call Deposit (CDR) /DD or Banker’s cheque/ pay order / Bank Guarantee from any of the scheduled banks in the name of Dow University of Health Sciences, Karachi to be submitted with the bid.
4. **Performance Security/Guarantee:** After signing of contract, the successful bidder shall furnish the Performance Guarantee/Security equivalent to one per cent (1%) of the tender estimated cost, which shall not be less than Pak Rs. 1,000,000/- (Rupees one million only) – in the shape of Call Deposit (CDR) /DD or Banker’s cheque/ pay order / Bank Guarantee from any of the scheduled banks in the name of Dow University of Health Sciences, Karachi in accordance with the conditions of the tender inquiry on the prescribed format.
5. **Shelf Life Required:** Manufacturing and expiry dates must be written on each pack. No Drug/ Medicine/ Laboratory item will be accepted having an expiry of less than 50% of shelf life.
6. **Inspection and Tests:** Inspection of Goods at final acceptance shall be in accordance with the conditions of contract. The Inspection committee shall carry out the physical examination after receipt of supplies for checking quality / quantity of the goods supplied.
7. **Delivery and documents:** The Supplier in accordance with the terms specified in the Bidding Documents shall make delivery of the goods. The Contractor will submit invoice/ bill after the acceptance of the goods. Supply will be received through Warehouse Pharmacist/ Hospital Pharmacist/ Medical Superintendent or any designated person with same brand that was mentioned in the purchase order with batch and expiry date mentioned in GRN or Delivery Challan. The bill/ invoice must be in accordance with supplied brand.
8. **Insurance:** The goods supplied under the Contract shall be delivered duty paid (DDP) basis, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier’s responsibility therefore, they may arrange appropriate coverage.
9. **Payment**
 - a. Payment shall be made within 60 days of the acceptance of the goods.
 - b. The Payment shall be made in Pak Rupees.
 - c. The payment shall be made to the Supplier on receipt of original delivery Challan(s) and invoice(s) inclusive of applicable taxes in duplicate duly completed in all respects and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee.
 - d. Part-payment against part supplies shall be permissible.

- e. Payment of the invoices/ bills will be subject to the deduction of mandatory government taxes/levies.
 - f. Required documents shall be submitted, if the bidder / Supplier will claim a Tax exemption facility regarding non-deduction of Advance Income Tax.
10. **Penalties/ Liquidated Damages:** In case where the deliveries as per contract are not completed within the time frame specified in the schedule of requirement, the item will be purchased from another pharmacy at risk and cost of the supplier.
11. **Arbitration and Resolution of Disputes:** In case of any dispute, concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Registrar of the DUHS and CEO of the company / firm / agency shall act as sole ARBITRATOR. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
12. **Governing Language:** The language of this Contract shall be in English.
13. **Applicable Law:** This Contract shall be governed by the laws of Pakistan and the courts of Karachi - Pakistan shall have exclusive jurisdiction.
14. The bidder shall have to accept any further conditions introduced by the Government during the period of the contract.
15. The bidder shall be responsible for storing the temperature-controlled items in the environment recommended by the manufacturer of the goods.
16. 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. The procuring agency shall not be responsible for the expenses to be incurred on maintenance of vehicles/ equipment / Ancillaries (if any).
17. Drugs / Medicines / Goods of near expiry date, free medical physician samples and substitutes shall not be acceptable.
18. The bidder will replace the drugs, medicines, injectables etc. three months before their expiry on the request of the DUHS administration.
19. All the goods supplied shall conform to the specifications approved by the DRAP.
20. Each item shall be supplied to the Purchasing Agency in the packing and packaging unit as approved and registered by the DRAP.
21. The labels shall comply with all the requirements as laid down under the Drugs Labeling and Packing Rules 1986. The strip/ blister shall clearly indicate the expiry date of the same medicine in a clearly legible manner.
22. The items related to the category of Absorbent Cotton / Surgical Gauze / Cotton Bandages / Crepe bandage, etc. shall be supplied in strict compliance with the instructions in this regard as circulated vide Notification No. F.6-6/2005-Reg-II (south) dated 13/9/2006 by the then Federal Ministry of Health, Pakistan.
23. The supplies should be in the commercial pack as per the Drug Act 1976 and delivered at the consignees' end by the authorized representative of the firm at the risk and cost of the supplier. Any breakage or shortage of stock will be recovered from the supplier.
24. The supplier of sub-standard adulterated spurious, counterfeit, misbranded or contaminated medicine(s) item(s) etc. may be blacklisted by the competent authority as per the judgment of the drugs court or any other authority whose decision will be final and under

the offence and hence their performance security may not be released till the case is decided by the court or any other authority.

25. If goods are declared sub-standard the bidder will be bound to supply an additional quantity of the whole batch free of cost.

26. If a sample of a batch of drugs or item is declared in contravention of section 3 / 23 of the Drugs Act 1976 on the basis of the test analysis report of CDL, Karachi or on the presence of any foreign particle seen by the competent authority, those will be destroyed, and payment will not be made to the supplier. The supplier will be responsible for providing the fresh stock of standard quality within 3 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 firm according to the Drugs Act. 1976 on terms and conditions of the tender, whichever is applicable.

27. The drugs shall be accompanied by the necessary warranty on Form 2-A, in accordance with the provision of the Drugs Act 1976 and rules framed there under.

28. The supplies will be made at the OJHA Campus of Dow University of Health Sciences, Karachi.

29. The supply should be executed in a minimum number of batches.

30. In case of a supply of substandard products, the destruction cost will be borne by the firm i.e .burning, Dumping, and Incineration.

31. Partial supply shall be acceptable.

32. Quality/quantity of Goods supplied will be checked by the concerned inspection committee.

33. Supplier shall ensure timely, continuous / uninterrupted supply of Goods to the end users as per demand throughout the contract period.

34. The Supplier shall have to supply such quantity as ordered.

35. The Supplier shall provide free delivery of Goods to the consignee's end.

36. If the rates charged by the supplier are found higher than the market rates the extra money charged shall have to be refunded by the supplier.

37. Payment shall be made within 60 days as per rules after completion of all codal formalities.

38. In case of breach of terms & conditions of contract agreement security of the supplier shall be forfeited.

39. This contract agreement shall remain valid for 12 months. The contract may be extended for a further period of 12 months with mutual consent.

40. The supplier will be responsible for refunding any excess amount paid due to any error in calculation or mistake in evaluating the offer.

26. **Notices**

Procuring Agency's address for notice purposes:

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

Bidder's address for notice purposes:

Name of Bidder: _____

Name of Contact Person & Designation: _____

Phone No: _____

Fax No. _____

Mobile Phone No: _____

Email Address _____

Note: All assessments and procuring procedures i.e. receiving, opening, awarding etc. shall be governed by the Sindh Procurement Rules, 2010.

SECTION 4

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [name of Procuring Agency] (hereinafter called “the Procuring Agency”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “ the Supplier” of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., **Local Purchase of Drugs/ Medicines/ Surgical Consumables/ Disposables/ Medical Devices and allied items (NIT/IFB No. DUHS/DP/2025/317 Dated 26 March 2025)** and has accepted a bid by the Supplier for the supply of those goods and services on the discount on Maximum Retail Price given in the following table (hereinafter called “the Contract Price”).

S#	Name of Category	Discount on Maximum Retail Price (MRP)	
		In Figures	In Words
1.	Drugs/Medicines Manufactured by National Companies.		
2.	Drugs/Medicines Manufactured by Multinational Companies		
3.	Surgical & Disposables / Medical Devices		

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 and the Price Schedule submitted by the Bidder;
 - b) the General Conditions of Contract;
 - c) the Special Conditions of Contract; and
 - d) the Procuring agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier 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, delivered by _____ the (for the Procuring agency)

Signed, sealed, delivered by _____ the (for the Supplier)

PERFORMANCE SECURITY FORM

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20. to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20. _____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

INTEGRITY PACT (AFFIDAVIT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ Consultant]** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[Procuring Agency]

[Supplier /Contractor/Consultant]

BID FORM
(On Bidder's Letterhead)

NIT / IFB N^o: _____

Date: _____

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. ***[insert numbers]***, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **Local Purchase of Drugs/ Medicines/ Surgical Consumables/ Disposables/ Medical Devices and allied items – Rate Contract Basis** in conformity with the said bidding documents for a maximum discount mentioned below and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

S#	Name of Category	Discount on Maximum Retail Price (MRP)	
		In Figures	In Words
1.	Drugs/Medicines Manufactured by National Companies.		
2.	Drugs/Medicines Manufactured by Multinational Companies		
3.	Surgical & Disposables / Medical Devices		

We undertake, if our Bid is accepted, to deliver the goods ***[insert offered delivery schedule]***.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the estimated value of the tender Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of ***[number]*** days from the date fixed for Bid opening under Clause 21 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent

Amount and Currency

Purpose of Commission or
gratuity

(if none, state "none")

We understand that you are not bound to accept the lowest (offering maximum discount) or any bid you may receive.

Dated this _____ day of _____ 20_____.

Signature of Bidder:

Name of Authorized Person:

C.N.I.C :

Designation:

Company Name:

Seal & Address:

Contact No.:

E-mail Address:

PRICE SCHEDULE

(On Bidder's Letterhead)

Local Purchase of Drugs/ Medicines/ Surgical Consumables/ Disposables/ Medical Devices and allied items

(NIT/IFB No. DUHS/DP/2025/317 Dated 26 March 2025)

Note:

- i. The bidder is to furnish the rates in the financial bid, including all taxes (Excluding GST).
- ii. Discounts will be calculated on Maximum Retail Price ("MRP") fixed by the Drugs Regulatory Authority of Pakistan ("DRAP"). The bidder shall quote/ offer discounts on all three categories (Local Manufacturers, Multinational Manufacturers and Surgical & Disposables items).

S#	Name of Category	Discount on Maximum Retail Price (MRP)	
		In Figures	In Words
1.	Drugs/Medicines Manufactured by National Companies.		
2.	Drugs/Medicines Manufactured by Multinational Companies		
3.	Surgical & Disposables / Medical Devices		

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