



BIDDING DOCUMENT
Single Stage One Envelope Procedure
Rate Contract

**PURCHASE OF CHEMICALS /
CONSUMABLES / KITS / REAGENTS /
IMAGING FILMS / RADIOLOGY ITEMS FOR
DOW DIAGNOSTIC RESEARCH AND
REFERENCE LABORATORY & DOW
RADIOLOGY STORE
OJHA - DUHS**

Tender No. DUHS/DP/2014/1401

Ref. No. DP/1401

The deadline for bid submission is 22ND January 2014 at 11:00 a.m.
The Bids will be opened on 22ND January 2014 at 11:30 a.m.

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 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 Invitation for Bids (IFB) / Tender Notice, 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) Invitation for Bids (IFB)
- 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 GST or other taxes during the contract period shall be passed on to the Purchaser; and
 - (iii) the total price for the item.
- 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 non-responsive 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

- 10.6. Prices shall be quoted in Pakistani Rupees for goods offered within the purchaser's country Delivery Duty Paid (DDP Basis).
- 10.7. 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 3% of total bid. 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 4 months or more 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 after acceptance of award; 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), which will be valid for 12 months (extendable for further 6 months with mutual consent).

15. ALTERNATIVE BIDS

- 12.1 Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt and prescribed Bid Security for each alternate offer in case they want to submit alternate offer for any item. All the bids with alternate offer without separate Tender Purchase Receipt (original) and prescribed Bid Security are suppose 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, Procurement Directorate, Digital Library Block, OJHA Campus, Karachi and a statement: "DO NOT OPEN BEFORE," the time and date specified in (Section-H) IFB.
- 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 IFB (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 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 set forth 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 C&F/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. NTN
- ii. General Sale Tax
- iii. Bid Security
- iv. Fulfillment of all the tender terms & conditions
- v. Authorization Letter from Manufacturer of goods
- vi. Quoted Price
- vii. Delivery Schedule offered in the bid
- viii. Goods must be compatible with the existing Equipment on which Test will be performed and Conforming technical specifications as specified in (Section-B) (Technical Specification),
- ix. Evidence regarding Registration of goods with concerned authority (where applicable).
- x. Valid Manufacturing License is the mandatory requirement of the bid (where applicable).
- xi. 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.
- xii. The Undertaking must be enclosed with the bid that the shelf life would not less than 80% in case of Imported and 85% incase of indigenus from the date of delivery by the Bidder to the Purchaser.
- xiii. 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.
- xiv. 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.
- xv. Submission of Samples:
 - (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) GMP & CGMP Certificate issued by the competent authority during last 03 years (where applicable).
- (d) The Bio-availability / Bio-equivalence report should be submitted or a certificate of analysis carried by the authorized Drugs Testing Laboratories. Copy of quality assurance certificate for each batch must be provided along with goods (where applicable).
- (e) 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

Each bid shall comprise one Single Envelope containing the financial proposal and required the following information;

- 25.1. Size of Operation
The Bidder should have an average annual turn over 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 5 numbers of Contracts successfully completed as main Bidder within the last THREE 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 paid for the last three years.

- 25.5. Litigation History
The Bidder should not be involved in any litigation with the Government in the Purchaser's country.

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 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 signing of the Contract, the successful Bidder shall furnish Performance Security (not less than 5% of total contract). 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. CURRUPT OR FRAUDULENT PRACTICES

36.1.

- (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.



Dow University of Health Sciences

Procurement Directorate, Digital Library Block, OJHA Campus – Karachi

TENDER No. DUHS/DP/2014/1401, Ref: DP/1401 Dated 05-01-2014, PURCHASE OF CHEMICALS / CONSUMABLES / KITS / REAGENTS / IMAGING FILMS / RADIOLOGY ITEMS ETC. FOR DOW DIAGNOSTIC RESEARCH AND REFERENCE LABORATORY AND DOW RADIOLOGY STORE, OJHA CAMPUS, KARACHI.

DATE OF SUBMISSION OF TENDER: 22ND JANUARY, 2014 AT 11:00 A.M.
DATE OF OPENING OF TENDER: 22ND JANUARY, 2014 AT 11:30 A.M.
AT DIRECTORATE OF PROCUREMENT, DIGITAL LIBRARY, OJHA CAMPUS, KARACHI.

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** on C&F / DDP basis for the **PURCHASE OF CHEMICALS / CONSUMABLES / KITS / REAGENTS / IMAGING FILMS / RADIOLOGY ITEMS FOR DDRRL AND RADIOLOGY COMPLEX, OJHA CAMPUS. (Invitation for Bid 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 inspection 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. The Bidder should submit the offer in Duplicate. One ORIGINAL and one COPY.
13. 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.

14. 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.
15. For the purpose of inspections and tests of goods, 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.
16. Soon after the supply, the samples for tests, the goods/stores shall be sealed for test/analysis from the DTL (if necessary).
17. 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.
18. 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.
19. The goods supplied under the Contract shall be delivered to Purchaser after the payment of all taxes and customs duty, cess, octroi 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.
20. 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 20 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.
21. The Rate Contract will be valid for 12 Months Extendable for 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. Transportation including loading/unloading of goods 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 80% in case 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 Guaranty/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 the Director Procurement, Dow University of Health Sciences, OJHA Campus, Karachi duly indicating the Invitation for Bids (IFB) 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); AND / OR
 - 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 any changing.
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 3% 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 with shorter bid validity period as prescribed in this Bidding Document.
 - xi. Offer not conforming the technical specifications reflected in (Section-B).
 - xii. Received without Authority Letter of the Manufacturer (where applicable).
 - xiii. Received without evidence regarding Registration of goods with MoH 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 offer is withdrawn, amended or revised during the validity period of the offer.

- (b) the contractor fails to execute the contract strictly in accordance with the terms and conditions laid down in the contract.
 - (c) the contractor delays the supplies as per schedule of delivery time.
 - (d) 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 Purchaser 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, Digital Library Block, OJHA Campus, 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 4 months or more.
4. Bids should be accompanied by BID SECURITY (Not less than 3% of total Bid Amount), 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.
5. 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 (5% of total contract amount) from any of the scheduled banks. The Performance Guarantee/Security Form is provided in the bidding documents.
6. 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 goods will be drawn from the supplied goods by the concerned authority for test and analysis purpose under its Act.

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

If a sample of a batch of goods is declared in contravention of section 3/23 of its act 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 Act or terms and condition of the bidding document, whichever is applicable.

7. 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, Packing, 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, Packing, 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 GST), amount of GST and total amount (with 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.

a. **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.

8. 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.

9. 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.

10. 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.

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

12. Labeling and Packing of the goods must be in accordance with Labeling and Packing Rules 1986 of the Drugs Act 1976. The bidder shall supply Drugs/Medicines as per tender requirement in commercial packing along with complete literature (Leaflet).

The following wording/insignia shall be printed in bold letters in prominent manner both in Urdu & English in indelible red color ink on each carton, pack, bottle, strip / blister, tubes, vial / ampoule etc. in case of items supplied by the foreign manufacturer the mentioned condition may be relaxed by the Purchaser.

“NOT FOR SALE”

“PROPERTY OF DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI”

The rules for labeling and packing shall be followed as per “The Drugs (Labeling and Packing) Rules, 1986”, framed under the Drugs Act, 1976. However, the name of Drug/Medicine (Generic & Brand), equally prominent, should be printed / written in indelible ink both in English and Urdu on the outer cartons and on each Pack, Bottle, Strip / Blister, Tubes etc. Besides the name and principal place of business of the Manufacturer, the drug manufacturing license No., manufacturing date, expiry date, registration no., batch no., retail price, and Urdu version namely, name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in aluminum strip / blister pack, Expiry date must be printed on each aluminum strip / blister. The syrup should be supplied in glass/pet bottle with sealed caps as per sample provided at the time of opening of tender. In case of non fulfillment of these requirements the supply shall not be accepted.

13. The language of this Contract will be in English.
14. The contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.
15. Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt along-with Bid Security for each alternate offer in case they want to submit alternate offer. All the bids with alternate offers without separate Tender Purchase Receipt (original) Bid Security shall not be considered and rejected.
16. Bidders, whose bids are accepted, shall have to sign a written contract with the University attached in (Section-C) on the judicial stamp paper with stamp service charges as per the article 22-A (Contract) of the schedule of stamp Act 1899. 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.
17. The bidder, which refuse to pay penalty / liquidated damages shall be removed from the list of approved bidders.
18. The firm shall pay Stamp Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.
19. Bidding document purchase receipt must be enclosed in original with the offer.
20. 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.
21. The exact duration of delivery from the date of purchase order will be mentioned in the Purchase Order.
22. The stores are required by the consignee within the stipulated time reflected in supply order.
23. Warranty period of one year or manufacturer’s standard warranty whichever is more shall be required.
24. 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.
25. Bidder should quote their firm and final rates.
26. 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.
27. All offers must be typed / computer printed on prescribed format. No hand written offer will be acceptable.
 28. The purchaser has the right to change the specification and any term and condition at any time without assigning any reason.
 29. No quoting firm would be allowed to withdraw its offer during the bid validity period.
 30. 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:
 31. 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.
 32. The rates should be quoted on the basis of accounting unit specified in the "Technical Specification".
 33.
 - 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) Where offers have been invited for specified brands, offers for other brands shall not be acceptable.
 34. Bidder shall be bound to submit the sample(s) of quoted items for physical verification. The sample(s) must be from the most recent stocks, supported by a valid warranty in the name of the purchaser.
 35. Bidder will replace the un-consumed stock at any stage if it expires.
 36. The prices should be quoted on the attached Price Schedules (Section-I) and / or (Section-J)
 37. 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.
 38. The contractor shall have to accept any further conditions introduced by the Government during the period of contract.
 39. 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.
 40. Rates offered will be valid for the period of contract (extendable) and supplier will not be allowed to increase the rates in any case.
 41. Bidder shall indicate the Brand Name, Registration No. (if any), Name & Address of Manufacturer, Pack Size, Pack Price, Unit Price and Weight / Volume were not mentioned.
 42. The shelf life of imported items must not be less than 80% 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. Liquidated damages on delayed supplies will be levied at a uniform rate of 2% of the value of contract per month or a part thereof.
 46. If the supplies are not made within the prescribed delivery period, purchase will be made at the risk and cost of the bidder / contractor.
 47. If sample is rejected, offer will stand rejected automatically.

48. The supplies will be made at the OJHA Campus of Dow University of Health Sciences, Karachi.
49. 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.
50. All purchases shall be made from the manufacturers, authorized Importers, Sole Distributors etc.
51. 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.
52. The bidder shall enclose catalogue / brochure / leaflet / literature / price list and other technical data, in respect of goods offered by them.
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 / GST or provide valid exemption from the concerned taxation authority.
55. Photocopies of valid registration in General Sales Tax and Income Tax should be enclosed with the Bid. 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.
56. The bidder shall be bound to provide copy of General Sales Tax paid challans against contracted stores (if applicable).
57. 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.
58. 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.
59. The Letter of Credit will be allowed to be amended only once in special circumstances.
60. The bidder shall only import the goods ordered by the DUHS, no other goods / quantity will be imported in the same consignment.
61. The validity of Performa invoice should be 90 days.
62. 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.

63. 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.
64. All Clearing and bank charges within the purchaser country will be borne by the Dow University of Health Sciences, Karachi.
65. Free Installation / Demonstration at Consignee's end shall be confirmed by the bidder, where necessary.

66. NOTICES

Purchaser's address for notice purposes:

The Director Procurement, Dow University of Health Sciences, OJHA Campus, Off University Road, SUPPARCO Road, Karachi.

Phone No: **021-99261471-9 (Ext. No. 2394 / 2361)**

Email Address: 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: _____

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 3 months or earlier from the date of establishment of letter of credit.

TECHNICAL SPECIFICATION**CHEMICALS/CONSUMABLES/KITS/REAGENTS**

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit / Packing	Estimated Quantity
01	24 hours Urine Bottle / Cane (Use in Lab for Collect 24 Urine with Measurement label)	No's	1500 Nos.
02	Abbott Real Time HBV or Similar (IVD, CE Marked)	Kit of 96 Tests	5 Kits
03	Abbott Real Time HCV Genotype Assay or Similar (IVD, CE Marked)	Kit of 25 Tests	1 Kit
04	Abbott Real Time HCV Viral Load Assay or Similar (IVD, CE Marked)	Kit of 96 Tests	5 Kits
05	Abbott Real Time HIV or Similar (IVD, CE Marked)	Kit of 96 Tests	5 Kits
06	Aerosol Barrier Self Sealing Sterile / Racked Tips (01-10 ul) Compatible Pipette Tips (Aerosol Resistant Tip with Self Sealing Barrier, 10ul Extended Tip – MicroPoint Design and 2ul reference mark, Racked, pre-sterilized, 96 tips/tray, 10 trays/pack Certified RNase, DNase, ATP, and Pyrogen free by an independent lab.)	Pack of 100	50 Packs
07	Aerosol Barrier Self Sealing Sterile / Racked Tips (10-100 ul) Compatible Pipette Tips (Aerosol Resistant Tip with Self Sealing Barrier, Micro Point Design and 10, 50 & 100ul reference marks, Racked, pre-sterilized, 96 tips/tray, 10 trays/pack Certified RNase, DNase, ATP, and Pyrogen free by an independent lab.)	Pack of 100	50 Packs
08	Alere Determine HBsAg (To find out infection of Hepatitis B virus in the Patient)	Kit of 96 Tests	42 Kits
09	Alere Determine HIV – ½ (Purpose to Detect the infection if HIV virus in the Human immune System)	Kit of 96 Tests	42 Kits
10	Alere Determine Syphilis TP (To Assess whether or not any patient have infection of Syphilis a sexually transmitted Diseases)	Kit of 96 Tests	42 Kits
11	Ana Profile Kit (Rat, Liver & Stomach Kit)	Kit of 250 Tests	30 Kits
12	ART 1000 Reach Pipette Tips (01 ul to 1000 ul) (Aerosol Resistant Tip with Self Sealing Barrier, SoftFit Design & MicroPoint Design (fits easily on most 1ml pipettes), Racked, pre-sterilized, 100 tips/tray, 8 trays/pack, Certified RNase, DNase, ATP, and Pyrogen free by an independent lab, USA)	Pack of 3200 Tips	50 Packs
13	Autoclave Bottle 250ml (For Media Preparation)	No's	40 Nos.
14	Autoclave Bottle 500ml (For Media Preparation)	No's	50 Nos.
15	Autoclave Bottle 1000ml (For Media Preparation)	No's	50 Nos.
16	Basic Fuchsin (For Staining)	Bottle of 100 Gram	20 Bottles
17	Blood Bag Triple without set (For Collection of Blood)	No's	5000 Nos.
18	Blood Chamber (For Transfusion)	No's	2 Nos

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit / Packing	Estimated Quantity
19	Blood Transfusion Set (For Blood Transfusion)	No's	15000 Nos.
20	Butterfly Needle 23-G (Scalp vein Infusion Set)	No's	50000 Nos.
21	C.Fas HBA1C (Photometric)	Pack of 03x01ml	8 Packs
22	C.Fas PAC (Photometric)	Pack of 03x01ml	8 Packs
23	Calibration Kit (MGIT) or Similar	Kit of 100 Tests	5 Kits
24	Cell Wash Solution / Acid Wash (CLIA)	Bottle of 02x02 Liter	13 Bottles
25	Coated Slides (Poly-l-lysine / slinase coated)	Pack of 50	120 Packs
26	Container Urine C/S (For Lab Collection of Samples)	No's	75000 Nos.
27	Container Urine D/R (For Lab Collection of Samples)	No's	100000 Nos.
28	Container Urine Stool D/R (For Lab Collection of Samples)	No's	25000 Nos.
29	Cotton Roll (Non Chlorine Bleacher Cotton/Chemical Free / Dust Free)	No's	1300 Nos.
30	Diluent Universal (CLIA)	Bottle of 02x18ml	3 Bottles
31	ESR Disposable Pipette (To Manually perform ESR)	No's	3500 Nos.
32	G6PD (To Assess the Deficiency of G6PD in the patient specially newborn and Child)	Kit of 25 Tests	28 Kits
33	Gloves Examination (Small, Medium, Large) (Latex)	Box of 100	6000 Box
34	Gloves Powder Free (Small, Medium, Large) (Nitrile)	Box of 100	1200 Box
35	Glucose-D (Glucose, Calcium & Vitamin)	Box of 400 Gram	1000 Box
36	Growth Supplement Kit (MGIT) or Similar	Kit of 100 Test	10 Kits
37	HDV Real Time PCR KIT with internal control Qualitative (IVD, CE Marked)	Kit of 100 Test	1 Kit
38	Hemolyzing Reagent (CLIA)	Kit of 04x200ml	3 Kits
39	Human Assayed Control Level 01 (Control For Reference Value)	Pack of 60ml	10 Packs
40	Human Assayed Control Level 02 (Control For Reference Value)	Pack of 60ml	12 Packs
41	Human Assayed Control Level 03 (Control For Reference Value)	Pack of 60ml	10 Packs
42	Identification Kit (MGIT) or Similar	Kit of 100 Tests	5 Kits

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit / Packing	Estimated Quantity
43	IV Chamber (For use in Drip in Transfusion of 100 ml)	No's	2 Nos.
44	Juster 01-100ul (Fully Autoclavable, 5 Years Warranty, Advance Gear Mechanism for precision, Light Weight, Double Action Pipetting Button, Soft Touch Tip Ejection. 10, 100 & 1000 Tips Rack for Calibration Checks Reagent Reservoir)	No's	10 Nos.
45	Juster 01-10ul (Fully Autoclavable, 5 Years Warranty, Advance Gear Mechanism for precision, Light Weight, Double Action Pipetting Button, Soft Touch Tip Ejection. 10, 100 & 1000 Tips Rack for Calibration Checks Reagent Reservoir)	No's	20 Nos.
46	Juster 100-1000ul (Fully Autoclavable, 5 Years Warranty, Advance Gear Mechanism for precision, Light Weight, Double Action Pipetting Button, Soft Touch Tip Ejection. 10, 100 & 1000 Tips Rack for Calibration Checks Reagent Reservoir)	No's	20 Nos.
47	Juster 20-200ul (Fully Autoclavable, 5 Years Warranty, Advance Gear Mechanism for precision, Light Weight, Double Action Pipetting Button, Soft Touch Tip Ejection. 10, 100 & 1000 Tips Rack for Calibration Checks Reagent Reservoir)	No's	10 Nos.
48	Kovac's Indol Reagent (Bio Chemical Reagent)	Bottle of 100 Gram	30 Bottles
49	Lense Cleaning Tissue (For Cleaning of Microscopic Lense)	Pack of 100x150mm	20 Packs
50	Malachite Green (Bio Chemical Reagent)	Bottle of 100 Gram	10 Bottles
51	MGIT 960 7 M broth tube (MGIT) or Similar	Pack of 100	10 Packs
52	MGIT 960 PZA DRUG KIT (MGIT) or Similar	Kit of 100 Test	5 Kits
53	MGIT PZA SUPPLEMENT KIT (MGIT) or Similar	Kit of 100 Test	5 Kits
54	MGIT SIRE KIT (MGIT) or Similar	Kit of 100 Test	5 Kits
55	Multi Panel 10 Parameters DOA (ICT)	Kit of 20 Test	50 Kits
56	Needle multi draw 21 gauge (Tubes for Blood Collection)	Box of 100	2400 Box
57	Parafin Wax (Microscopy)	Pack of 2500gm	100 Packs
58	Plastic Dropper (For Collection of Serum)	Pack of 500	600 Packs
59	Plastic staining racks (Routine staining racks)	No's	24 Nos.
60	Plastic staining set (Routine staining set)	No's	2 Nos.
61	Precinorm Protein Urine (Photometric)	Kit of 04x03ml	5 Kits
62	Pyodine (Solution 10% w/v (Povidone-Iodine Topical Solution USP) 450 ml)	Bottle of 450ml	100 Bottles
63	Reaction Rotor (Photometric)	No's	2 Nos.
64	Saniplast or Similar (Antiseptic Pad)	Box of 100	5000 Box

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit / Packing	Estimated Quantity
65	Schiff's Reagent (For Staining)	Bottle of 500ml	15 Bottles
66	Slide Box 25 Slide (Storage of Slide)	No's	250 Nos.
67	Slide Box 50 Slide (Storage of Slide)	No's	250 Nos.
68	Slide Box 100 Slide (Storage of Slide)	No's	250 Nos.
69	Smart Cyclor PCR tubes (For Smart Cyclor)	Pack of 100	500 Packs
70	Surgical Blade (22-G)	Pack of 100	120 Packs
71	Syringe 1cc (Insulin Syringe)	Pack of 100	50 Packs
72	Sys Wash (CLIA)	Kit of 500ml	24 Kits
73	Top Black (ESR Tube) (Tubes for Blood Collection)	Pack of 100	600 Packs
74	Top Blue (Coagulation) (Tubes for Blood Collection)	Pack of 100	300 Packs
75	Top Gray (Sugar) (Tubes for Blood Collection)	Pack of 100	1200 Packs
76	Top Purple (EDTA) (Tubes for Blood Collection)	Pack of 100	3000 Packs
77	Top Yellow (Gel tube) (Tube for Blood Collection)	Pack of 100	4500 Packs
78	Tourniquet (Easy Elastic Grip)	No's	1000 Nos.
79	Urinary Protein Analysis (Manually Kit)	Kit of 100 Test	24 Kits
80	Xylocaine 2% Inj. (Lignocaine HCL)	Box of 100	20 Box

IMAGING FILMS

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit / Packing	Estimated Quantity
81	IMAGING FILMS (08" X 10")	PER SHEET	72000 SHEETS
82	IMAGING FILMS (10" X 14")	PER SHEET	432000 SHEETS
83	IMAGING FILMS (14" X 17")	PER SHEET	720000 SHEETS

RADIOLOGY ITEMS

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit / Packing	Estimated Quantity
84	Biopsy Needle 14/10-G (Double Shoot Guillottine Needle)	No's	100 Nos.
85	Biopsy Needle 14/15-G (Double Shoot Guillottine Needle)	No's	150 Nos.
86	Biopsy Needle 16/10-G (Double Shoot Guillottine Needle)	No's	100 Nos.
87	Biopsy Needle 16/15-G (Double Shoot Guillottine Needle)	No's	200 Nos.
88	Biopsy Needle 18/10-G (Double Shoot Guillottine Needle)	No's	150 Nos.
89	Biopsy Needle 18/15-G (Double Shoot Guillottine Needle)	No's	250 Nos.
90	Biopsy Needle 20/10-G (Double Shoot Guillottine Needle)	No's	100 Nos.
91	Biopsy Needle 20/15-G (Double Shoot Guillottine Needle)	No's	200 Nos.
92	Butterfly Needle 19-G (Scalp vein Infusion Set)	No's	400 Nos.
93	Butterfly Needle 20-G (Scalp vein Infusion Set)	No's	800 Nos.
94	Butterfly Needle 21-G (Scalp vein Infusion Set)	No's	400 Nos.
95	Butterfly Needle 22-G (Scalp vein Infusion Set)	No's	3600 Nos.
96	Butterfly Needle 24-G (Scalp vein Infusion Set)	No's	300 Nos.
97	Cannula 16-G (I.v Catheter/Needle unit)	No's	250 Nos.
98	Cannula 18-G (I.v Catheter/Needle unit)	No's	350 Nos.

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit / Packing	Estimated Quantity
99	Cannula 20-G (I.v Catheter/Needle unit)	No's	9600 Nos.
100	Cannula 22-G (I.v Catheter/Needle unit)	No's	9600 Nos.
101	Cannula 24-G (I.v Catheter/Needle unit)	No's	400 Nos.
102	Co-Axial Needle 13/10-14 G (Introducer Needle)	No's	60 Nos.
103	Co-Axial Needle 13/5-14 G (Introducer Needle)	No's	60 Nos.
104	Co-Axial Needle 14/05-16 G (Introducer Needle)	No's	60 Nos.
105	Co-Axial Needle 14/10-16 G (Introducer Needle)	No's	60 Nos.
106	Co-Axial Needle 16/05-18 G (Introducer Needle)	No's	150 Nos.
107	Co-Axial Needle 16/10-18 G (Introducer Needle)	No's	150 Nos.
108	Co-Axial Needle 18/05-20 G (Introducer Needle)	No's	150 Nos.
109	Co-Axial Needle 18/10-20 G (Introducer Needle)	No's	150 Nos.
110	Extension Tube / Pressure Line (ET-02-1500ml)	Pack of 25	600 Packs
111	EZ Powder (Barium Sulphate for Suspension)	Bottle of 340 Gram	500 Bottles
112	Gauze Pad (10cm x 10 cm 8/10 Ply 100% Cotton)	Pack of 100	600 Packs
113	High Pressure / Power Injector Syringe (Model:100101) (1-200 ml syringe, 1-150 cm coiled low pressure connecting tube, 1-quick feel Tube)	No's	360 Nos.
114	High Pressure / Power Injector Syringe (Model:100104) (1-200 ml syringe, 1-150 cm coiled low pressure connecting tube, 1-J Wire-Connecting Tube quick feel Tube)	No's	500 Nos.

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit / Packing	Estimated Quantity
115	Sprit (Rectified)	Bottle of 1000ml	200 Bottles
116	Syringe 20-CC (For Lab Collection of Luer Slip)	No's	6000 Nos.
117	Syringe 50-CC (For Lab Collection of Luer Slip)	No's	8000 Nos.
118	Syringe 60-CC (For Lab Collection of Luer Slip)	No's	500 Nos.
119	Ultra Sound Roll (Sony Type 01 Normal UPP-110S, 110mm) or Similar	No's	2000 Nos.

CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 2013 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; and
 - (h) the Purchaser's Notification of Award.
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: **Dow University of Health Sciences, Karachi**

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 Invitation for Bids (IFB) / 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, 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

Tender NO: **DUHS/DP/2014/1401**

To: **THE DOW UNIVERSITY OF HEALTH SCIENCES,
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 Price for the due Performance of the Contract, in the form prescribed by the Purchaser.

- 5.. We agree to the validity of this bid for 12 Months (extendable for Six months) 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: _____

CERTIFICATE

1. We / I, hereby confirm to have read carefully all the clauses of the advertised Invitation for Bids (IFB) **No. DUHS/DP/2014/1401 Dated 05-01-2014** for the purchase of **CHEMICALS / CONSUMABLES / KITS / REAGENTS / IMAGING FILMS / RADIOLOGY ITEMS ETC. FOR DDRRL & DOW RADIOLOGY STORE OJHA**. We / I, agree to abide by all the instructions / conditions.
2. 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.
3. 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.
4. Certified that the prices quoted against tender enquiry Invitation for Bids (IFB) **No. DUHS/DP/2014/1401, Dated 05-01-2014** are not more then 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.
5. 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.
6. Certified that we / I, will replace the stores free of cost in case of expiry, due to non-consumption.
7. Certified that we / I, have never been black listed from any Government / Semi Government Organization.
8. 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.	



DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI

Procurement Directorate, Phone: 021-99261471-9 Web: www.duhs.edu.pk

NOTICE INVITING TENDERS (NIT)

No. DUHS/DP/2014/1401

Dated: 5th January, 2014

Tenders are invited under Sealed Cover on C&F / DDP basis from Authorized Dealers/Distributors/Manufacturer registered with GST, Income Tax for the Supply of **CHEMICALS/CONSUMABLES/KITS/REAGENTS/IMAGING FILMS ETC.** for DDRRL, & Radiology Store, Dow University of Health Sciences, Karachi.

DESCRIPTIONS

TENDER REF NO	DP/1401
TENDER FEE	Rs. 2000/- (Rupees Two Thousand Only - Non-Refundable)
PURCHASING DATE	6 th January, 2014
LAST PURCHASING DATE	21 st January, 2014
BIDS DELIVERY END TIME	22 nd January, 2014 at 11:00 A.M.
TENDER OPENING DATE	22 nd January, 2014 at 11:30 A.M.
TENDER PROCEDURE	SINGLE STAGE ONE ENVELOPE (Rule 46-1 SPPRA)

Bids must be delivered at the address mentioned below on or before as per above schedule. The Specifications (along with terms and conditions) mentioned in the Bidding Documents can be obtained personally / representative from the Procurement Directorate, Digital Library Block, OJHA Campus or downloaded Bidding Documents from web site www.duhs.edu.pk will be acceptable on payment of Rs.2000/- (Rupee Two Thousand Only - non-refundable fee) in shape of Pay Order in favor of Dow University of Health Sciences, Karachi. Copy of the following documents to be attached with the Bidding Documents.

1. **NTN Certificate**
2. **Valid GST Registration**
3. **Detailed Profile of the Company and relevant experience**
4. **Detailed Turn-over of at least last three years**
5. **Certified copy of Authorized Dealership Certificate**

All Bids must be accompanied with Bid Security (not less than 3% of total value of the Bid in the shape of Pay Order / Bank Guarantee or DD) in favor of Dow University of Health Sciences, Karachi. The Bids without or less than 3% Bid Security will not be considered and rejected.

Tenders with minimum Bid Validity of 90 days should be dropped in Tender Box on or before 5th January, 2014 by 11:00 A.M. positively. Tender Box is kept in the Procurement Directorate, Digital Library Block, OJHA Campus.

Interested eligible Bidders for further information or clarification if any may contact between (11:00 A.M. to 03:00 P.M. except holiday) Procurement Directorate, Digital Library Block, OJHA Campus, Karachi. The Bidders not registered with Sales Tax and Income Tax or do not fulfill the Terms & Conditions, will not be considered and their offer will be rejected as non responsive. Government Notified Black Listed Firms/Suppliers/Manufacturers shall not be entertained.

In case any unforeseen situation or Government Holiday resulting in Closure of Office on the date of opening the Tender shall be submitted/opened on the next working day at the given time.

NOTE:

The Procurement Committee may Cancel/Delete any item or reduce or enhance quantity as per requirement. The Procuring Agency may reject all or any bid subject to the relevant (provisions of SPPRA Rules 25-1).

Ahmed Ali Khan

Director Procurement

Procurement Directorate

Digital Library Block, OJHA Campus (021-99261471-9 Ext: 2394/2361)

Dow University of Health Sciences, Karachi (web: www.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.	Manufactured By	Country of Origin	Accounting Unit	Packing	Qty	Unit Price in Pak Rs.	Unit Price in Words	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	Manufactured By	Country of Origin	Accounting Unit	Packing	Qty	Currency Type	Unit Price in (C&F)	Unit Price in Words	Total

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	Manufacturing License No.	
6	Registration No.	
7	Detailed specification/Formula	
8	Batch Capacity	
9	Packing Offered	
10	Packing Shape	
11	Shelf Life	

Signature of Authorized Person: _____

Name of Authorized Person: _____

Designation of Authorized Person: _____

Name of Bidder: _____

Phone No. _____

Stemp: ` _____

NOTICES

Purchaser's address for notice purposes:

The Director Procurement, Dow University of Health Sciences, OJHA Campus, Off University Road, SUPPARCO Road, Karachi.

Phone No: **021-99261471-9 (Ext. No. 2394 / 2361)**

Email Address: director.procurement@duhs.edu.pk

Bidder's address for notice purposes:

Name of Bidder: _____

Address of Bidder: _____

Name of Contact Person & Designation: _____

Phone No: _____

Fax No: _____

Mobile Phone No: _____

Email Address: _____

PROFILE FOR COMPANIES / MANUFACTURERS

NOTE:

- i) Please fill in the correct information carefully, submission of wrong/vague information may lead to disqualification of the firm.
- ii) Each page of the Performa must be duly signed & stamped.

GENERAL INFORMATION

1	Name of the Company					
	a. Year of Establishment					
	b. Form of the Company Annex copy of registration. - Individual - Private Limited - Public Limited - Partnership - Corporation - Others (specify)					
	c. Address of the Firm - Registered office - Telephone No. - Fax & email address etc.					
	d. Location of the Firm (Annex certificate) - Industrial - Commercial - Residential - Agricultural - Other (specify)					
	e. Enlistment with any stock exchange (in Pakistan/overseas. If any Annex details)					
	f. Blacklisting/complaint against the firm (by any govt. or other org. If any)					
2	a. Type of activity being carried out by the company: - Formulation - Repacking - Other (specify)					
	b. Name & Address of the companies/subsidiaries and associated companies, if any, with whom there is collaboration or joint venture		1. 2. 3			
	c. Annual sales turnover of the firm in the previous 3 years (in millions) 1. 2. 3.		Year	Domestic Sales	Export	Govt. Sector.
	d. Certificate from bank that manufacturer is capable of doing business up to and Financial worth of company.					

GENERAL INFORMATION

3	Total area of the unit (in sq ft)	
	a. Total covered area of production (in sq ft)	
	b. Total covered area of quality control department (sq ft)	
	c. Total covered area of administration block (in sq ft)	
	d. Plant layout, design & finishes <ul style="list-style-type: none"> - Enable avoidance of cross contamination. - Enable proper cleaning, drainage, sanitization as per written sanitation program. - Enable proper ventilation, air conditioning and maintenance 	
4	Income Tax <ul style="list-style-type: none"> - Attach copy of certificate - Attach details of tax paid during past 3 years - Attach copy of last annual income tax return. 	
5	Sales Tax Registration No. (if any Applicable), Attach copy of certificate, and details of sales tax paid during past 3 years.	
6	GMP compliance certificate & GMP audit report (attach report/certificate)	
7	<ul style="list-style-type: none"> - Assay procedure of all product - Reference Standard - Bio-availability/Bio-equivalence report of all product (if applicable) 	
8	a. Production <ul style="list-style-type: none"> - Pharmacist - Chemist - Other technical persons 	
	b. Quality Control <ul style="list-style-type: none"> - Pharmacist - Chemists/biochemist/microbiologist - Other Technical Person 	
	c. Product/formulation Development Section <ul style="list-style-type: none"> - Pharmacist/chemist/other 	
9	Total Employees (including Technical Staff) <ul style="list-style-type: none"> - Management - Production - Quality Control - Research & Development Sales and Marketing Administration - Others - Total Head Count 	
10	Training of Personnel <ul style="list-style-type: none"> - On job training schedule - Schedule/program for training of technical staff - Schedule/program for training of worker (including GMP and hygiene) 	

GENERAL INFORMATION

11	Medical checkup of worker: <ul style="list-style-type: none"> - Prior to induction - Annual - Periodic (worker doing optical checking) 	
12	Manufacturing Information	
	a. No of products being manufactured (active)	
13	Raw materials (Active ingredients) (Name of the source companies along with country of origin)	
14	Production capacity <u>Forms</u> <ul style="list-style-type: none"> 1. Solid 2. Liquid 3. Others etc. 	<u>Production capacity (per 8 hours)</u> <ul style="list-style-type: none"> 1. 2. 3.
15	Cleanliness & maintenance of: <ul style="list-style-type: none"> - Equipment – List 	
16	Emergency power supply arrangements (for at least critical areas of the unit)	
17	Inspection record of the company	
	<u>Year</u>	<u>Inspecting Authority</u>
	1.	
	2.	
	3.	
<u>Brief remarks of the inspecting authority</u>		
18	Market Availability and since when (mention year) <ul style="list-style-type: none"> - Products routinely manufactured - Only occasionally/on request (Annex six batches certificate) 	
19	Number of distributors/authorized Agents (Attach list indicating name, address, approx. sales range of each)	
20	Source of Raw Material	

Signature & Stamp _____
 (with name and designation)

MANUFACTURING INFORMATION

STORES / WAREHOUSE

Covered area _____

(Annex details of each store)

Sr .#	Criteria	Available as per SOPs, GMP or cGMP	Partial	Not available	Remarks
1	Separate stores for: <ul style="list-style-type: none">- Raw material- Labels & packing material and- Finished products				
2	Separate quarantine facilities for: Incoming raw material Packaging materials				
3	Cold rooms facility for: <ul style="list-style-type: none">- Vaccines, biological and other controlled temperature products.- Cold chain facility				
4	Temperature & humidity control facility in the stores.				
2	Identification slips for raw material: <ul style="list-style-type: none">- Approved- Rejected- Quarantine				
6	Source of raw materials <ul style="list-style-type: none">- Active and- Inactive (Annex list of the source companies with countries of their origin.)				
7	Separate dispensing area & equipment				
8	Proper storage of materials as per storage instructions on the label				
9	Adequate space for the orderly storage of all materials				
10	Segregation of material as; <ul style="list-style-type: none">- Quarantine- Approved- Rejected- Recalled- Expired material/drugs				
11	Storage of materials: <ul style="list-style-type: none">- On pallet stands- Shelves / racks- Off the floor- Off the walls (in all store)				
12	Safe/separate storage of inflammable/hazardous materials/chemicals				
13	Separate storage facility for expired raw/other materials				
14	Dispensing of materials according to prescribed SOP & GMP requirement				
15	Traceability of specific batch from the distribution / sale records of finished good.				

PROFILE FOR IMPORTER / SOLE AGENT / AUTHORIZED DEALER

NOTE:

- a. Please fill in the correct information carefully, submission of wrong/vague information may Lead to black listing of the firm
- b. Each page of the Performa must be duly signed & stamped.
- c. Company/firm agreement with principle duly signed by embassy is mandatory.

GENERAL INFORMATION

1	Name of the Company			
2	Year of establishment			
3	Address of the Firm - Registered office - Telephone No. - Fax & email address etc.			
4	Location of the Company - Industrial - Commercial - Residential			
5	Form of the company Annex copy of MOA/registration - Industrial - Private limited - Public limited - Partnership - Corporation - Other (specify)			
6	Blacklisting / Complaint / Litigation against the firm (By any govt. or other org. If any)			
7	Manufacturing License Number (Annex copy License)			
8	Type of activity being carried out by the company: - Manufacturing - Assembly / Repacking - Import - Other (specify)			
9	Name & Address of the Principal(s) companies			
10	Capital value of the firm/sole agent: - Authorized Capital - Paid up capital			
11	Annual sales turnover of the firm in the previous 3 years (In millions) 1. 2. 3.	Year	Market Sale	Govt. Sector
12	Income Tax No. (NTN) - Attach copy of certificate - Attach details of tax paid during past 3 years - Attach copy of last annual income tax return			

PROFILE FOR IMPORTER / SOLE AGENT / AUTHORIZED DEALER

GENERAL INFORMATION

13	Sales Tax Registration No. (if any Applicable) Attach copy of certificate, and details of sales tax Paid during past 3 years	
14	GMP compliance certificate & GMP audit report of the Principal(s) (Attach report/certificate) if applicable	
15	Free Sale Certificate of the items in the country of origin	
16	Registration with MOH, Islamabad (if applicable) attach separate sheet	
17	List of Technical personnel with qualification (Attach List)	
18	Total Employees (including Technical staff) <ul style="list-style-type: none">- Administration- Technical- Management- Sales/Marketing	
19	Market Availability <ul style="list-style-type: none">- Products routinely manufactured/imported- Only occasionally / on request	
20	No of registered / items of the principals (in case of drugs only)	
21	No of Thermo labile drugs (if any)	
22	Storage Facilities (for thermo labile drugs)	
23	Storage Facilities (for the drugs to be stored at room temperature)	
24	Cold Chain Facility including cold room / storage and during transport	
25	GMP Certificate of the Principals, from the country of origin.	
26	Export of the products to the countries other than Pakistan	
27	Drug registration Certificate in the country of origin (in case of drugs only)	
28	Emergency power supply arrangements (for at least critical area)	

Signature & Stamp _____
(with name and designation)