.



**BIDDING DOCUMENT**

***Single Stage Two Envelope Procedure***

**PROCUREMENT OF**

**BIOMETRIC HAND GEOMETRY TIME & ATTENDANCE SYSTEM**

**Tender No. DUHS/DP/2014/1402**

**Ref. No. DP/1402**

**The deadline for bid submission is 12th March 2014 at 01:30 p.m.**

**The Bids will be opened on 12th March 2014 at 02:00 p.m.**

**INVITATION FOR BIDS (IFB)**

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| **logo ColorDOW UNIVERSITY OF HEALTH SCIENCES, KARACHI**  Procurement Directorate, Phone: 021-99261471-9 Web: www.duhs.edu.pk   |  | | --- | | **NOTICE INVITING TENDERS (NIT)** |   **IFB No. DUHS/DP/2014/1402** **Dated: 23rd February, 2014**  *Tenders are invited under Sealed Cover on C&F / DDP basis from Authorized Dealers/Distributors/Manufacturer registered with GST, Income Tax for purchase of* ***HAND GEOMETRY BIO-METRIC SYSTEM MACHINES FOR TIME ATTENDANCE WITH COMPLETE INSTALLATION AND MANAGEMENT SYSTEM SOFTWARE*** *for Information Technology Services, Dow University of Health Sciences, Karachi.*   |  |  | | --- | --- | | **DESCRIPTIONS** | | | *TENDER REF NO* | *DP/1402* | | *TENDER FEE* | *Rs. 2000/- (Rupees Two Thousand Only - Non-Refundable)* | | *PURCHASING DATE* | *24TH February, 2014* | | *LAST PURCHASING DATE* | *11th March, 2014* | | *BID DELIVERY DATE AND TIME* | *12th March, 2014 at 01:30 P.M.* | | *BID OPENING DATE AND TIME* | *12th March, 2014 at 02:00 P.M.* | | *TENDER PROCEDURE* | *SINGLE STAGE TWO ENVELOPES (Rule 46-1 SPPRA)* |   *Bids must be delivered at the address mentioned below on or before as per 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*](http://www.duhs.edu.pk) *will be acceptable on the above described payment (fees) 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 D.D) 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 for 90 days should be dropped in Tender Box on or before 12th March, 2014 by 01:30 P.M. positively. Tender Box is kept in the Procurement Directorate, Basement, Digital Library Block, OJHA Campus.*  *Interested eligible Bidders for further information or clarification if any may contact between (10:00 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/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](http://www.duhs.edu.pk) |

**INSTRUCTIONS TO BIDDER (ITB)**

**INTRODUCTION**

1. **SOURCE OF FUND** 
   1. The Procuring Agency has allocated fund for the eligible payments under the contract for which these bidding documents are issued.
2. **ELIGIBLE BIDDERS**
   1. This Invitation for Bids is open to all original Manufacturers, within Pakistan and abroad, and their Authorized Agents/Importers/Bidders/Distributors.
   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.
   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.
   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 35.1.**
3. **ELIGIBLE GOODS AND RELATED SERVICES**
   1. The term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training of university staff, and initial maintenance.
   2. The goods manufactured by the bidder or authorized by manufacturer, or their Authorized Agents / Importers / Bidders. The goods without Original Manufacturer Authorization or their Authorized Agents/Importers/Bidders shall not be entertained.
   3. Goods comply with the Technical Requirements of the Bidding Document.
   4. Goods of current production / model / series, suitable for Pakistani conditions..

**THE BIDDING PROCEDURE**

1. **SINGLE STAGE – TWO ENVELOPE PROCEDURE**
   1. Bid shall comprise a single package containing tow separate envelopes. Each envelope shall contain separately the Technical Proposal and the Financial Proposal;
   2. Envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion;
   3. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
   4. Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
   5. Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
   6. No amendments in the technical proposal shall be permitted during the technical evaluation;
   7. Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
   8. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
   9. Bid found to be the lowest evaluated or best evaluated bid shall be accepted.
   10. The bids shall be opened in the presence of bidders or their authorized representative at the prescribed time, date and venue.
   11. The bids shall be evaluated in accordance with the specified evaluation criteria.

**THE BIDDING DOCUMENTS**

1. **CONTENTS OF BIDDING DOCUMENTS** 
   1. The Bidding Documents:

In addition to the Invitation for Bids (IFB) / Tender Notice, the bidding

documents include:

1. Instructions to Bidders (ITB);
2. General Conditions of Contract (GCC);
3. Special Conditions of Contract (SCC);
4. Schedule of Requirements;
5. Technical Specifications;
6. Contract Form;
7. Manufacturer's Authorization Form;
8. Performance Guarantee Form;
9. Bid Form; and
10. Price Schedules.
    1. In case of discrepancies between the Invitation for Bids (IFB) / Tender Notice and the Bidding Documents, the Bidding Documents shall take precedence.
    2. 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.
11. **AMENDMENT OF BIDDING DOCUMENTS**
    1. At any time prior to the deadline for submission of bids, the Procuring Agency 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.
    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.
    3. In order to allow prospective bidders reasonable time to take the amendment(s) into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for submission of the bids.

**PREPARATION OF BIDS**

1. **LANGUAGE OF BID**
   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 Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

1. **DOCUMENTS COMPRISING THE BID**
   1. The bid prepared by the Bidder shall comprise the following:
2. Bid Form;
3. Price Schedule
4. Documentary evidence to the effect that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
5. 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
6. Bid Security
7. **BID PRICES**
   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.
   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.
   3. The price to be quoted in the Bid Form shall be the total price of the Bid excluding any discounts offered.
   4. The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form.
   5. 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 Procuring Agency. This shall not in any way limit the Procuring Agency’s right to contract on any of the terms offered:
8. Price Schedule for Goods offered from within the Procuring Agency’s country:
9. Detailed Specification of Goods
10. Model / Cat No.
11. Name of Manufacturer.
12. Country of Origin
13. Quantity of Stores
14. Unit
15. the unit price of the goods quoted on delivered duty paid (DDP) basis, including all customs duties and sales and other taxes already paid or assembly of goods, or on the previously imported goods of foreign origin;
16. If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes during the contract period shall be passed on to the Procuring Agency; and
17. the total price for the item.
18. quoted on DDP basis, including all customs duties and sales and other taxes already paid or payable on the components and assembly of goods, or on the previously imported goods of foreign origin;
19. If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes during the contract period shall be passed on to the Procuring Agency; and
20. the total price for the item.
21. Price Schedule for Goods offered from outside the Procuring Agency’s country:
22. Detailed Specification of Goods
23. Model / Cat No.
24. Name of Manufacturer.
25. Country of Origin
26. Quantity of Stores
27. Unit
28. Currency of Bid
29. the unit price of the goods quoted on CFR / C&F basis (Karachi Port), in the Procuring Agency’s country;
30. the total price for the item in foreign currency.
    1. 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.
    2. 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 then the contracted prices, the balance amount will be deducted from the bill and / or security deposit of the Bidder.
31. **BID CURRENCIES**
    1. Prices shall be quoted in Pakistani Rupees for goods offered within the Procuring Agency’s country Delivered Duty Paid (DDP Basis).
    2. Prices shall be quoted in Foreign Currency for goods offered outside the Procuring Agency’s country on CFR / C&F Basis.
32. **DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION**
    1. The documentary evidence of the Bidder’s qualification to perform the contract if its bid is accepted shall establish to the Procuring Agency’s satisfaction:
33. 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 Procuring Agency’s country;
34. that the Bidder has the financial, technical, and production capability necessary to perform the contract;
35. that, in the case of a Bidder not doing business within the Procuring Agency’s country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Bidder’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
36. that the Bidder meets the evaluation & qualification criteria of bidding document.
37. **DOCUMENTS ESTABLISHING GOODS’ ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS**
    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.
    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.
    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:
38. a detailed description of the essential technical and performance characteristic of the goods; and
39. 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.
    1. 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 Procuring Agency 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 Procuring Agency’s satisfaction that the Technical Specifications.
40. **BID SECURITY**
    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.
    2. The Bid Security shall remain valid for a period of at least 4 months or more.
    3. The Bid Security is required to protect the Procuring Agency against the risk of Bidder’s conduct, which would warrant the Security’s forfeiture;
    4. The Bid Security may be forfeited:
41. if a Bidder withdraws its bid during the period of bid validity; or
42. in the case of a successful Bidder, the Bidder fails:
43. to sign the Contract; or
44. to complete the supplies in accordance with the General Conditions of Contract.
45. **BID VALIDITY**
    1. Bids shall remain valid for minimum 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.
    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, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.
46. **ALTERNATIVE BIDS**
    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.

**SUBMISSION OF BIDS**

1. **SEALING AND MARKING OF BIDS**
   1. The envelopes shall:
2. bear the name and address of the Bidder;
3. bear the specific identification Name and Number of this bidding process; and
4. Bear the Procuring Agency’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 the Bid Data Sheet.
   1. If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

1. **DEADLINE FOR SUBMISSION OF BIDS**
   1. Bids must be submitted by the bidders and received by the Procuring Agency at the specified address not later than the time and date specified in the Bid Data Sheet.
   2. The Procuring Agency 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 Procuring Agency and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
2. **LATE BID**
   1. Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall not be entertained and returned unopened to the bidder.
3. **WITHDRAWAL OF BIDS**
   1. The Bidder may after its submission withdraw prior to the expiry of the deadline prescribed for submission of bids.

**OPENING AND EVALUATION OF BIDS**

1. **OPENING OF BIDS BY THE PROCURING AGENCY**
   1. The Procuring Agency 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 Bid Data Sheet. The bidder and their representatives who are present shall sign the Attendance Sheet evidencing their attendance.
   2. The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.
   3. Bids (and modifications sent pursuant to ITB Clause 19) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
   4. Any financial bid found without or less than prescribed bid security shall be straightaway rejected.
2. **CLARIFICATION OF BIDS**
   1. During the process of evaluation of the bids, the Procuring Agency may, at its discretion, ask a Bidder for any clarifications of its bid. The request for such clarifications and the response shall be in writing, and no change in the quoted price or substance of the bid shall be sought, offered, or permitted.
3. **PRELIMINARY EXAMINATION**
   1. The Procuring Agency 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.
   2. Arithmetical errors in a financial bid will be rectified in the following manner:
4. 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.
5. If there is a discrepancy between words and figures, the amount in words will prevail.
6. If the Bidder does not accept the correction of the error, its bid will be rejected.
   1. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
   2. Prior to the detailed evaluation, pursuant to ITB Clause 23 the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, and Taxes and Duties, will be deemed to be a material deviation. The Procuring Agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
   3. If a bid is found substantially non-responsive, it will be rejected by the Procuring Agency. It can not subsequently be made responsive by the Bidder by correction of the non-conformity / discrepancy.
7. **EVALUATION & COMPARISON OF BIDS**
   1. The Procuring Agency will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 22.
   2. The Procuring Agency’s evaluation of a bid will be on delivered duty paid (DDP) inclusive of prevailing duties/taxes and C&F / CNF basis and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
   3. The Procuring Agency’s evaluation of a bid will take into account, in addition to the bid price quoted, and quantified in ITB Clause 24:
8. **EVALUATION CRITERIA / QUALIFICATION CRITERIA**
   1. **Merit System**

The following evaluation factors/criteria will be applied for technical proposals. For qualifying in Technical responsiveness bidder(s) shall fulfill all following requirements mentioned in this technical proposal.

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| **Sr. #** | **PARAMETERS** | **SUB-PARAMETERS** |
| 1 | **Conformity to the Procuring Agency’s Specifications** | Fully compliant with the required specifications. |
| Financial Proposal of only those bidders will be opened whose bids are found technically qualified, other bids will be treated as disqualified. |
| 2 | **Experience / Performance** | Successful completion agreement of at least three (3) similar assignments completed within last two years. |
| Proof of company being in operation for at least 3 years or above in Pakistan in relevant field. |
| Satisfactory performance certificate from the Institutions within Pakistan. |
| 3 | **Certifications** | Hold valid dealership certificate for Pakistan from the principal/manufacturer of the Products (Copy to be provided with stamp) |
| 4 | **Legal Requirement** | Valid Authorization Certificate (original) from the manufacturer /Importer. Proof of agreement in case of authorization from Importer. |
| Taxation Certificate (NTN & GST) |
| 5 | **Technical Support** | Details and numbers of Technical Staff. |
| During the technical evaluation, bidder may be asked for demo / testing of required system free of cost. |
| The Contractor shall provide required technical assistance. In case of non-compliance with this requirement, penalty of Rs. 2000/- per day, for the total number of days (if backup is not provided), shall be charged. |
| Any value added service with no impact on the item’s cost, shall be welcomed. |
| 6 | **Financial Status** | Bank Certificate |
| Last year verified Balance Sheet |
| Yearly turn-over of over 20 Million |
| 7 | **Networking and Training** | Certificate to the affect that the firm will provide training in the use of system to the relevant technical staff. Training plan must be attached. |
| 8 | **Warranty** | Post warranty maintenance contract, including service and parts, rates (companies to offer percentage (%) of the contract value in the technical bid). The rates must come from the original Manufacturer. |
| Offered warranty must be from original manufacturer. |
| Warranty / guarantee for supply of goods for at least 05 years or more (where applicable) |

* 1. **Litigation History**

The Bidder should not be involved in any litigation with the Government in the Procuring Agency’s Country.

1. **CONTACTING THE PROCURING AGENCY**
   1. No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Agency, it may do so in writing.
   2. Any direct or indirect effort by a bidding firm to influence the Procuring Agency 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 Procuring Agency’s future bids.
2. **REJECTION OF BIDS**
   1. Notwithstanding anything stated here-before after the Procuring Agency may reject any request, communicate to a bidder, the ground for its rejection, but shall not be under obligation to justify those grounds.
3. **RE-BIDDING**
   1. If the Procuring Agency 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).
4. **ANNOUNCEMENT OF EVALUATION REPORT**
   1. The Procuring Agency will announce the Evaluation Report and the resultant acceptance or rejection of bids at least 7 days prior to the award of procurement contract.

**AWARD OF CONTRACT**

1. **ACCEPTANCE OF BID AND AWARD CRITERIA**
   1. The bidder with lowest evaluated bid under clause 22, 23 & 24, 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.
2. **PROCURING AGENCY’S RIGHT TO VERY QUANTITIES**
   1. The Procuring Agency 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.
3. **LIMITATIONS ON NEGOTIATIONS**
   1. The Procuring Agency reserves the right to hold negotiation of rates, delivery schedule or completion schedule for all the items or any item.
   2. Negotiations will not be used to change substantially:
4. The technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
5. The terms and conditions of the Contract and;
6. Anything affecting the crucial or deciding factors in the evaluation of the proposals/tenders and/or selection of successful bidder.
7. **NOTIFICATION OF AWARD**
   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 Procuring Agency.
8. **SIGNING OF CONTRACT**
   1. While conveying acceptance of bid to the successful bidder, the Procuring Agency will provide the bidder Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.
   2. Ten days after the official announcement of the award, both successful Bidder and the Procuring Agency will sign and date the contract on legal stamp paper valuing 0.30% of the value of contract. The Procuring Agency 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, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of Procuring Agency for a period up to five Years. In such a situation, the Procuring Agency may make the award to the next lowest evaluated responsive bidder or move for re-bid.
9. **PERFORMANCE SECURITY**
   1. On the day of signing the Contract, the successful Bidder shall furnish Performance Security by a scheduled bank in line with the Performance Security Form provided with the bidding documents. Upon submission of Performance Security the Bid Security will be returned to the Bidder. The amount of Performance Security is 5% of total Contract amount as Security for compliance with the Bidder’s performance obligations in accordance with the Contract.
   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 Procuring Agency may make the award to the next lowest evaluated Bidder at the risk and cost of the former.
10. **CORRUPT OR FRAUDULENT PRACTICES**
11. the Procuring Agency and the Bidders / Manufacturers / 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:

1. "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 execution; and
2. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
3. the Procuring Agency 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 Procuring Agency.
4. will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a 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.

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| LOGO Transprint | **Dow University of Health Sciences**  *Procurement Directorate, Digital Library Block, OJHA Campus – Karachi* |

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| **TENDER No. DUHS/DP/2014/1402, Ref: DP/1402 Dated 23-02-2014, PURCHASE HAND GEOMETRY BIO-METRIC SYSTEM MACHINES FOR TIME ATTENDANCE WITH COMPLETE INSTALLATION AND MANAGEMENT SYSTEM SOFTWARE FOR INFORMATION TECHNOLOGY DEPARTMENT, KARACHI.** |

**GENERAL CONDITIONS OF CONTRACT (GCC)**

1. **DEFINITIONS**
   1. In this Contract, the following terms shall be interpreted as indicated:
   2. "The Contract" means the agreement entered into between the Procuring Agency and the Bidder, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
   3. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
   4. “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Agency under the Contract.
   5. “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, printing of special instructions on the label and packing, design and logo of the Procuring Agency, transportation of goods up to the desired destinations and other such obligations of the Bidder covered under the Contract.
   6. "GCC" means the General Conditions of Contract contained in this section.
   7. "SCC" means the Special Conditions of Contract.
   8. "The Procuring Agency" means the Dow University of Health Sciences, Karachi.
   9. "The Bidder" means the individual or firm supplying the goods under this Contract.
   10. "Day" means official working day excluding national holidays.
2. **APPLICATION**

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

1. **STANDARDS**
   1. The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications goods eligibility criteria.
2. **USE OF CONTRACT DOCUMENTS AND INFORMATION**
   1. The Bidder shall not without the Procuring Agency'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 Procuring Agency 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.
   2. Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) on completion of the Bidder's performance under the Contract.
   3. The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.
3. **INSPECTIONS, TESTS AND TRAINING**
   1. The Procuring Agency or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications at the cost payable by the Bidder.
   2. The Procuring Agency's reserve the right to inspect, test and, where necessary, reject the goods either at Bidder's premises or upon arrival at Procuring Agency's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Procuring Agency or its representative prior to the goods shipment from the manufacturing point.
   3. Any specialized training required for the smooth operation of the goods shall be the responsibility of the Bidder.
4. **DELIVERY AND DOCUMENTS**
   1. The Bidder shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Bidder are specified in SCC.
5. **INSURANCE**
   1. The goods supplied under the Contract shall be delivered to the Procuring Agency after the payment of all taxes and customs duty, cess, octroi charges etc. Risk will be transferred to the Procuring Agency only after the delivery of these goods has been made to the Procuring Agency. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.
6. **TRANSPORTATION**
   1. 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 as indicated in the Schedule of Requirements.
   2. The goods shall be supplied on **"D.D.P”** basis at the Dow University of Health Sciences, Karachi AND / OR **“CFR / C&F”** Basis at Karachi Port as per Schedule of Requirements on the risk and cost of the Bidder. Transportation including loading/unloading of goods shall be the responsibility of Bidder.
7. **INCIDENTAL SERVICES**
   1. The Bidder will be required to provide to the Procuring Agency incidental services the cost of which should be included in the total bid price.
8. **WARRANTY / GUARANTEE**
   1. The term period of warranty / guarantee mean the period of twelve **(12) months** from the date on which the operation and demonstrated to the University staff. In any case this period shall not exceed eighteen (18) months.
   2. During the period of warranty / guarantee, the Contractor shall remedy, at his / her expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the goods upon receiving written notice from the University; the notice shall indicate in what respect the goods are faulty.
   3. The previsions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation of such replacement parts, material and equipment as are needed for satisfactory operation of the goods at the University premises.
   4. The contactor shall provide warranty / guarantee for supply of goods for at least 05 years (where applicable).
   5. The contractor shall remain responsible for providing after sale services even after expiry of warranty / guarantee period and sign a Service Contract including Parts with Procuring Agency for 05 years (minimum). **THE BIDDER SHALL SEPARATELY QUOTE THE PRICE OF SERVICE CONTRACT INCLUSIVE OF PARTS.**
   6. The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.
9. **PAYMENT**
   1. The method and conditions of payment to be made to the Bidder under this Contract are specified in SCC.
10. **ASSIGNMENT**
    1. The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Procuring Agency's prior written consent.
11. **DELAYS IN THE BIDDER’S PERFORMANCE**
    1. Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements / Contract Award.
    2. If at any time in the course of performance of the Contract, the Bidder encounters anything impeding timely delivery of the goods, he shall promptly notify the Procuring Agency in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Bidder's notice, the Procuring Agency shall evaluate the situation and may, depending on merits of the situation, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract.
    3. Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
12. **PENALTIES**
    1. In case of late delivery, even for reasons beyond control, penalty as specified in SCC will be imposed upon the Bidder / Manufacturer. The Procuring Agency 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.
13. **TERMINATION FOR DEFAULT**
    1. The Procuring Agency 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:

the Bidder fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency;

* 1. the Bidder fails to perform any other obligation(s) under the Contract to the satisfaction of the Procuring Agency; and
  2. the Bidder, in the judgment of the Procuring Agency, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

1. **FORCE MAJEURE**
   1. 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 events may include but are not restricted to acts of the Procuring Agency 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 Procuring Agency 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 Procuring Agency 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.
2. **TERMINATION FOR INSOLVENCY**
   1. The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In that event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the Parties.
3. **ARBITRATION AND RESOLUTION OF DISPUTES**
   1. The Procuring Agency 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.
   2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency 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.
   3. 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.
4. **PACKING**
   1. The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.
   2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
5. **GOVERNING LANGUAGE**
   1. 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.
6. **APPLICABLE LAW**

21.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

**Bid Data Sheet**

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

**INTRODUCTION**

**ITB 1.1** Name of Procuring Agency: Dow University of Health Sciences, Karachi.

**Name of Contract**

**ITB 1.1** HAND GEOMETRY BIO-METRIC SYSTEM MACHINES FOR TIME ATTENDANCE WITH COMPLETE INSTALLATION AND MANAGEMENT SYSTEM SOFTWARE

**IFB No. DUHS/DP/2014/1402 Dated 23 February 2014**

**THE BIDDING PROCEDURE**

**ITB 4.1** Bids shall be accepted under the **Single Stage - Two Envelope Procedure**.

**PREPARATION OF BIDS**

**ITB 7.1** Language of the bid shall be English

**ITB 9.6 For the Goods offered within the Procuring Agency’s Country:** the price quoted shall be on **delivered duty paid (DDP) Basis** at Consignee’s End.

**For the Goods offered from Outside the Procuring Agency’s Country:** the price quoted shall be on **CFR / C&F Karachi Basis**.

**ITB 10.1 For the Goods offered within the Procuring Agency’s Country:** the price quoted shall be in **Pak Rupees.**

**ITB 10.2 For the Goods offered from Outside the Procuring Agency’s Country:** the price quoted shall be in **Foreign Currency**.

**ITB 13.1** The Bid Security shall not be less than **3%** of the total Bid price in Pak Rupees.

**ITB 14.1** Bid validity period shall be **90 days**.

**ITB 15.1** If any bidder elects to submit alternative proposal(s), complete information on the alternative items including all data relating to technical specifications shall be provided.

**SUBMISSION OF BIDS**

**ITB 16.1 (b)** The identification of this bidding process is:

**HAND GEOMETRY BIO-METRIC SYSTEM MACHINES FOR TIME**

**ATTENDANCE WITH COMPLETE INSTALLATION AND MANAGEMENT SYSTEM SOFTWARE**

**IFB No. DUHS/DP/2014/1402, Dated 23 February 2014**

**ITB 16.1 (c)** Dow University of Health Sciences, Digital Library Block, OJHA Campus, Off University Road, SUPPARCO Road Karachi.

“Must bear the name of the bidder” and a warning “Do Not Opened Before the time and date of bid opening”.

**ITB 17.1 Deadline for bid submission: 12 March 2014 at 01:30 p.m.**

**OPENING & EVALUATION OF BIDS**

**ITB 20.1** The bid opening shall take place at: Dow University of Health Sciences, Digital Library Block, OJHA Campus, Off University Road, SUPPARCO Road Karachi.

Date: 12 March 2014. Time: 02:00 a.m.

**CONTRACT AWARD**

**ITB 31.1** Qty. could be increased or decreased during the contract period (including extended period) according to the actual requirement.

**ITB 34.1** On the day of the Contract, the successful Bidder shall furnish the Performance Security equivalent to 5% of the total Contract amount from any scheduled banks in shape of Pay Order / Demand Draft / Call Deposit / Bank Guarantee. The Performance Guarantee/Security Form is provided in the bidding documents. Upon submission of Performance Security / Guarantee the Bid Security would be returned to the Bidder.

**SPECIAL CONDITIONS OF CONTRACT**

1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (a) The Procuring Agency is the Dow University of Health Sciences, Baba-e-Urdu Road, Near Civil Hospital, Karachi.

GCC 1.1 (b) The Bidder is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name and address of the successful bidder)

1. BID SECURITY (ITB CLAUSE 13)

ITB 13.1 The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security in Pak Rupees @ 3% of the total bid value In the shape of Bank Draft / Pay Order / Call Deposit / Bank Guarantee in the name of the Dow University of Health Sciences, Karachi. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance Security equal to 5% of the Contract amount that will remain with the Dow University of Health Sciences, Karachi till satisfactory completion of the Contract period. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier’s warranty obligations

1. INSPECTIONS, TESTS AND TRAINING (GCC CLAUSE 7)

GCC 7.1, 7.2 & 7.3 The goods received in the Dow University of Health Services, Karachi from the Bidder will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the bid documents and which have been approved by the Procurement Committee for procurement. The Committee will submit its inspection report, any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost. The Bidder will be responsible to provide the Foreign and or Local Training to the University Staff for the specialized Equipment.

1. DELIVERY AND DOCUMENTS (GCC CLAUSE 8)

GCC Clause 8.1 ***(a) For Goods from within the Procuring Agency’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:

* + 1. Original copies of Delivery Note (Delivery Challan) (in duplicate) showing item's description, make, model, quantity as well as Lot Number, Batch Number, Registration Number, manufacturing and expiry dates (if applicable).
    2. Original copies of the Bidder's invoices (in duplicate) showing warranty, item's description, make, model as well as Lot Number, Batch Number, Registration Number, manufacturing and expiry dates (if applicable) per unit cost, and total amount.
    3. 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).
    4. Manufacturer’s or Bidder’s warranty certificate.
    5. Inspection certificate issued by the nominated inspection committee along with Bidder’s factory inspection report.
    6. Certificate of origin.

**GCC Clause 8.1 (b) *For Goods supplied from abroad as per INCOTERM CFR / C&F Karachi:***

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

Upon shipment, the Bidder shall notify the Procuring Agency 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 Procuring Agency, with a copy to the Insurance Company:

1. 04 copies of the Bidder’s invoice showing the description of the Goods, quantity, unit price, and total amount.
2. Original and 04 copies of the negotiable, clean, on-board bill of lading / air way bill marked “freight prepaid” and 04 copies of non-negotiable bill of lading / air way bill.
3. 04 copies of the packing list identifying contents of each package.
4. Insurance certificate.
5. Manufacturer’s or Bidder’s warranty certificate.
6. Inspection certificate, issued by the nominated inspection agency along with Bidder’s factory inspection report.
7. Certificate of origin.

The Procuring Agency 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 expenses.

1. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on DDP / CFR / C&F basis at consignee’s end under which risk will be transferred to the Procuring Agency only after it has taken delivery of the goods. Hence insurance coverage is Bidder's responsibility.

1. WARRANTY / GUARANTEE (GCC CLAUSE 12)

GCC 12.1 The goods shall be accompanied by manufacturer standard warranty / guarantee or 1 year, whichever is more.

GCC 12.2 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

GCC 12.5 **The bidder shall separately quote the price of service contract inclusive of parts for 5 years (minimum) in term of %age for total contract value.**

1. PAYMENT (GCC CLAUSE 13)

GCC 13.1 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 Procuring Agency’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 Chairman of the Inspection Committee. The Inspection Committee will prepare and submit a report of physical inspection with a certificate to the effect that the goods conform to the specifications laid down in the bidding documents.

***ii. For Goods supplied from outside the Procuring Agency’s country:***

(a) The Procuring Agency 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 Procuring Agency country on account of Confirmation of L/C, if he desire to establish a Confirmed L/C etc.

1. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)

GCC 16.1 In case deliveries are not completed within the time frame specified in the schedule of requirements / contract, a Show Cause Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non-delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids:

1. ARBITRATION" AND RESOLUTION OF DISPUTES (GCC CLAUSE 20)

GCC 20.3 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

1. PACKING (GCC CLAUSE 21)

GCC 21.1 The packing, marking and documentation within and outside the packages shall be as per manufacturer standards meeting the safety requirements of the goods.

1. GOVERNING LANGUAGE (GCC CLAUSE 22)

GCC 22.1 The language of this Contract shall be English.

1. APPLICABLE LAWS (GCC CLAUSE 23)

GCC 23.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

1. NOTICES

**Procuring Agency's address for notice purposes:**

Dow University of Health Sciences, Digital Library Block, OJHA Campus, Off University Road, SUPPARCO Road Karachi.

Phone No. +92-21-99261471-9 (EXT. 2361 & 2394)

E-mail: 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 Requirements**

1. SCHEDULE OF REQUIREMENTS
   1. **For Goods supplied from within the Procuring Agency’s country (DDP Basis)**
2. The entire stores must be delivered, installed and put into operation as early as possible after the issuance of Purchase Order.
3. The bidder shall give in the offer his own schedule for the delivery and installation of items of the Stores which shall be negotiable and subject to approval of the Procuring Agency.
4. The delivery period shall start from the date of issuance Purchase Order.
   1. **For Goods supplied from outside the Procuring Agency’s country (CFR / CNF Basis):**
5. The shipment of the items of Stores which are to be imported shall be started as early as possible; the shipment schedule shall be submitted along with the offer, and shall be negotiable and subject to approval by the University.
6. The bidder must indicate in his offer the port **from where** the Stores will be **shipped.**
7. The delivery period shall start from the date of opening of letter of credit.

**Technical Specifications**

**HAND GEOMETRY BIO-METRIC SYSTEM MACHINES FOR TIME ATTENDANCE WITH COMPLETE INSTALLATION AND MANAGEMENT SYSTEM SOFTWARE**

|  |  |  |  |
| --- | --- | --- | --- |
| Item No | Name of Goods, Technical Description, Specification, and Standard | Accounting  Unit / Packing | Required Quantity |
| 1 | **Biometric Hand Geometry Time & Attendance terminal with the following specification for various departments of DUHS**   * Hand Geometry reader with durable and highly accurate optical within 1 second employee recognition. * Capacity to store up to 32000 templates. * Supports more than +50 time zones. * Request-to-exit and alarm contacts. * Operates stand-alone without a computer. * TCP/IP, serial and Wiegand interfaces. * Real time 1-touch data export to 3rd party hosted & non-hosted applications. * Audio-visual in dications for acceptance & rejection of valid and invalid Transaction. | Unit | 50 |
| 2 | **Time and Attendance Software with the following specification**   * Company/Department/Designation/Creation/Class. * To support Multiple Time Attendance Devices (Hand Geometry/RFID/Finger Print etc.). * Holiday assignment and Calculation. * Attendance views. * Annual leave assignment and calculation. * Manual attendance entry option with Audit Trial. * Access control feature with scheduler and movement report. * Grace period for work Start/End times. * User defined leave types. * Employees and Students Attendance data re-processing. * Automated Late-in/Early-Out calculations. * Leave Entitlement and Balance. * Complex and rotating shifts. * Overlapping shifts. * Customizable attendance Report. * Daily, Monthly and yearly detail and summary reports. * Automatic downloading of Data feature. * History of edited data by the user. * Color coded report in case of editing. * It should be a server client application with required tire technology. * Should support multiple databases. * User creation with roles and permission. * Reporting by E mail to the authorized personnel. * Centralized database system. * Integration capability to integrate with Payroll, Oracle's PeopleSoft CMS and HR software as a future option. * Eliminated errors associated with the manual collection and calculation of paper timesheets or cards. * Reduced payroll preparation time. * Eliminated redundant data entry. * Improved payroll accuracy. * Reduced attendance-related questions and grievances. * Recouped cost of employee overpayments. * Decreased supervisor involvement in tedious timecard review and manual editing. * Auto triggered emails for late and absent employees. * Easier timekeeping for you and your employees * Fewer questions to the payroll department because of online time card information. * Increased time for core business activities. * Accurate and automatic calculation of hours. * This System Support Flexible timing. Specially support the Hospital Environment where Medical Staff duty timing prolongs to 36 hours to 72 hours in case of emergency. * Shifts/Time table roaster mechanism allows multi shifts/time table for single Employee/students. * Software should be centrally managing Employee templates. * Templates can export and import from one machine to another. | Job | 1 Server + 50 Clients |
| 3 | **Installation, testing and commissioning of software and Hardware**   * Single fiber casing to accommodate bio metric device and UPS. * UPS for hand geometry bio-metric device with min 2 hours backup or more. (preferably dual battery) * Electric power and Ethernet connectivity will be provided by DUHS. * One year complete support and warranty for all equipment, starting after complete installation of all devices. * Training for proper handling, registering and managing hardware device as well as provided software. |  |  |

**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 Procuring Agency with a 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 Procuring Agency 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 stated in the demand made under this guarantee shall be conclusive proof of 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 Procuring Agency 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

Addres:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MANUFACTURER’S AUTHORIZATION FORM**

[SEE CLAUSE 11.1 (A) OF THE INSTRUCTION TO BIDDERS]

To: **DOW UNIVERSITY OF HEALTH SCIENCES,**

**KARACHI**

WHEREAS [ Name of the Manufacturer ] who are established and reputable Manufacturers of [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 Clause 12 of the 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.

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2014 between ***Dow University of Health Sciences, Karachi***of *Islamic Republic of Pakistan* (hereinafter called “the Procuring Agency”) 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 Procuring Agency invited bids for certain goods and ancillary services, viz., ***[brief description of goods and Services]***and has accepted a bid by the Bidder for the supply of those goods and services 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 and the Price Schedule submitted by the Bidder;

(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General conditions & instructions;

(e) the Special conditions & instructions;

(f) the Procuring Agency’s Notification of Award; and

(g) the Certificate.

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed / Sealed by the Manufacturer / Signed / Sealed by Procuring Agency

Authorized Bidder / Authorized Agent

WITNESS

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BID FORM**

Tender ID: **DUHS/DP/2014/1402**

**HAND GEOMETRY BIO-METRIC SYSTEM MACHINES FOR TIME ATTENDANCE WITH COMPLETE INSTALLATION AND MANAGEMENT SYSTEM SOFTWARE**

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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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3.. We undertake, if our bid is accepted, we shall 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 90 days 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PRICE SCHEDULE IN PAK RUPEES (DDP BASIS)**

**FOR GOODS OFFERED FROM WITHIN THE PROCURING AGENCY’S COUNTRY**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr.# | Detailed Specification of Goods | Model Cat No. | Name of Manufacturer | Country of Origin | Qty of Stores | Unit | Rate Per Unit (Pak.Rs.). | Amount in Word | Total Price |
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Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PRICE SCHEDULE IN FOREIGN CURRENCY (CFR / C&F BASIS)**

**FOR GOODS OFFERED FROM OUTSIDE THE PROCURING AGENCY’S COUNTRY**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr.# | Detailed Specification of Goods | Model Cat No. | Name of Manufacturer | Country of Origin | Qty of Stores | Unit | Currency | Rate Per Unit (Pak.Rs.). | Amount in Word | Total Price |
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| TOTAL AMOUNT IN FOREIGN CURRENCY | | | | | | | | | |  |

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_