



BIDDING DOCUMENT

*Single Stage – One Envelope Bidding Procedure
Rate Contract*

PROCUREMENT OF DENTAL MATERIAL & CONSUMABLES

No. DUHS/P&D/2015/7243 Dated 18 April 2015

Reference No. P&D/7243 – 01

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 includes 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.
 - (b) For Goods offered from outside the Purchaser's country:
 - (i) the price of the Goods, quoted as per specified Incoterms;

- (ii) all custom duties, sales tax, and other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
 - (c) For Related Services :
 - (i) the local currency cost component of the Related Services;
 - (ii) the foreign currency cost component of the Related Services; and
 - (iii) all custom duties, sales tax, and other taxes applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.
- 9.7. Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, any tax imposed by the Govt. (Federal / Provincial) the BIDDER will be responsible for the payment of the same.
- 9.8. If it is proved during the contract period that Bidder has supplied the contracted item(s) to any other purchasing agency in Pakistan at the prices lower than the contracted prices, the balance amount will be deducted from the bill and / or security deposit of the contractor.

10. BID CURRENCIES

- 10.1 **FOR GROUP- 1:** Prices shall be quoted in Pakistani Rupees for goods offered within the purchaser's country Delivery Duty Paid (DDP Basis).
- 10.2 **FOR GROUP- 2:** Prices shall be quoted in foreign currency for goods offered outside the purchaser's country (C&F Basis).

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 11.1. The documentary evidence of the Bidder's qualification to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering supply goods under the contract which the Bidder did not produce / manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Producer / Manufacturer or producer to supply the goods in the Purchaser's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and / or Technical Specification; and
 - (d) That the Bidder meets the evaluation & qualification criteria of bidding document.

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

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

13. BID SECURITY

- 13.1. The Bidder shall furnish, as part of its proposal, a Bid Security in the amount and currency specified in the bidding document should not be less than 2% 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 specified in this Bidding Document.
- 13.3. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.4. The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity; or
 - (b) in the case of a successful Bidder, the Bidder fails:
 - (i) to sign the Contract; or
 - (ii) to complete the supplies in accordance with the General Conditions of Contract.

14. BID VALIDITY

- 14.1. Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 14.2. The Purchaser shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing (or by e-mail/fax), if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 14.3. The Purchaser will sign a Rate Contract with successful evaluated responsive bidders(s), which will be valid for 24 months (extendable 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 drug test reports, inspection of plant/factory/premises (if not previously conducted), previous experience, financial soundness and such other details as the Purchaser, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders.
- 23.3. All Bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions setforth in these bidding documents.
- 23.4. The Bids will be evaluated on the basis of Prescribed Evaluation Criteria in this bidding document. However, the financial proposal will be evaluated on the basis of price inclusive of prevailing taxes and duties and Bid Security, being major factor, without ignoring the other relevant conditions as well.

24. EVALUATION CRITERIA

24.1. Scope

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

24.2. Multiple Contract

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

24.3. Technical Criteria

- i. GST Registration Certificate
- ii. NTN Certificate
- iii. Detailed profile of the company and relevant experience
- iv. Detailed turn-over of at least three years
- v. Validity of Bid
- vi. Bid Security
- vii. Fulfillment of all the tender terms & conditions
- viii. Authorization Letter from Manufacturer of goods

- ix. Price Schedule
- x. Delivery Schedule offered in the bid
- xi. Evidence regarding Registration of goods with concerned authority (where applicable).
- xii. Valid Manufacturing License if manufacturer is based in Pakistan.
- xiii. Valid Drug Sales License whichever is applicable is the mandatory requirement of the bid.
- xiv. The cost of all quantifiable deviation or deficiencies from the Technical requirements as specified in (Section-B) Technical Specifications shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids. Any major quantifiable deviations from the technical requirement shall not be permitted.
- xv. The Undertaking must be enclosed with the bid that the shelf life of Medicine / Drugs would not less than 80% in case of Imported and 85% incase of indigenous from the date of delivery by the Bidder to the Purchaser.
- xvi. An affidavit on legal stamp paper of Rs.100/- to the effect that the Bidder has not been blacklisted in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization. The Bidder will be debarred from the bidding process for submitting a false statement.
- xvii. The Bidder must indicate the Trade name, Generic name, Registration number, packing details, Country of origin and name of the Manufacturer of each offered good in the relevant price schedule.
- xviii. Federal Drug Inspector report of the manufacturer for last 03 years (if applicable).
- xix. Provision of Lab. Test Report form authorized Drugs Testing Lab (if applicable).
- xx. Fully compliant with the required specifications AND/OR Acceptance of Sample of goods.

Technical Criteria for Dental Material & Instruments

- i. Proof of company being in operation for at least 3 years or above in Pakistan in relevant field.
- ii. Satisfactory performance certificate from the institutions with in Pakistan
- iii. Hold valid dealership certificate for Pakistan from the principal/manufacturer of the products (copy to be provided with stamp)
- iv. Valid Authorization Certificate (original) from the manufacturer/importer. Proof of agreement in case of authorization from importer.
- v. Acceptance / Approval of Samples of goods (where applicable):

- (a) The Bidder must submit the sample(s) of quoted items on request of Procurement Committee for physical verification.
- (b) The sample(s) must be from the most recent stocks, supported by a valid warranty in the name of the purchaser.

24.4. Quality Assurance

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

24.5. Economic Criteria

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

24.6. Margin of Preference

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

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

25. QUALIFICATION CRITERIA

25.1. Size of Operation

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

25.3. Production Capacity

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

25.4. Financial Position

Soundness of the Bidder's financial position showing long term profitability demonstrated through audited annual financial statements / balance sheet / income statement / income tax return form / bank statement / bank certificate / Proof of GST 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 (borne by the bidder) as per the article 22-A (Contract) of the schedule of stamp act 1899. The Purchaser will issue Purchase Order as soon as the Contract is signed. In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract or fails to deliver the goods after signing the Contract, its Bid Security shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of purchaser for a period up to 5 years. In such a situation, the Purchaser may make the award to the next lowest evaluated bidder or move for re-tender.

35. PERFORMANCE SECURITY

- 35.1. On the day or before signing of the Contract, the successful Bidder shall furnish Performance Security (not less than 3% 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.

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 for Group – 1** in Pak Rupees on DDP Karachi basis and for **Group - 2** in Foreign Currency (FC) on C&F basis for the **PROCUREMENT OF DENTAL MATERIAL & INSTRUMENTS. (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 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 drugs / medicines, the Bidder shall inform the Purchaser at least 15 working days in advance when all or any specific consignment / installment of goods is manufactured and ready for inspection. The inspection team shall inspect the quantity, specifications of goods and send samples from each batch to DTL for quality test (if necessary). The Bidder shall furnish all reasonable facilities and assistance including access to drawings and production data to the inspectors at no charge to the Purchaser. However, if the Bidder proves an undue delay in conduct of inspection on the part of Purchaser, the Bidder shall not be liable for penalty on account of that delay. The cost of such lab tests shall be borne by the Manufacturer / Bidder.
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 and other charges etc. Risk will be transferred to the Purchaser only after the delivery of these goods has been made to the Purchaser. Hence, payment of insurance premium, if any, shall be the responsibility of the Bidder.
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. **Bids for "RATE CONTRACT" should be submitted with a forwarding letter along with one soft copy through the e-mail on procurement@duhs.edu.pk of the total document to be enclosed with the offer.**
22. The Rate Contract will be valid for 24 months (extendable with mutual consent) or till the finalization of new contract.
23. 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.
24. 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.

25. The bidder will be required to provide to the Purchaser incidental services the cost of which should be included in the total bid price.
26. Goods shall have the shelf life not less than 90% incase of Imported and 95% incase of Indigenous from the date of delivery the Bidder to Purchaser.
27. The Purchaser shall promptly notify the Bidder in writing of any claims arising out of this warranty.
28. 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.
29. Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
30. 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.
31. The bidder shall not be liable for forfeiture of its Performance Guarantee/Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such event may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the force Majeure event.
32. 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.
33. 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.
34. 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.
35. 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.

36. 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.
37. The quoted Prices should be:
- a. **For Group – 1:** In Pak Rupees on DDP Karachi basis including all the taxes and other charges (free delivery at consignee's end).
 - b. **For Group – 2:** In Foreign Currency on C&F Karachi basis.
38. Bidder should quote their firm and final rates inclusive of all the taxes and Misc. Charges (if applicable) in the prescribed Price Schedules attached as **Section-I** (for DDP offer in Pak Rs.) and **Section-J** (for C&F offer in Foreign Currency) without changing them.
39. 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 2% 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 confirming 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).
40. No over writing, any cutting, crossing etc., appearing in the offer is acceptable.
41. All the documents should be authenticated / certified (sealed and signed) by the bidder.
42. The purchaser reserves the right to purchase full or part of the stores.
43. The Procuring Agency may reject all or any bids subject to the relevant provisions of PPRA Rules.
44. The Bid Security/Performance Security is liable to be forfeited and the store purchased at bidder's risk and expenses in case;
- (a) The acceptance of bid issued during the validity period of the offer is not accepted by the bidder.
 - (b) The offer is withdrawn, amended or revised during the validity period of the offer.
 - (c) The contractor fails to execute the contract strictly in accordance with the terms and conditions laid down in the contract.
 - (d) The contractor delays the supplies as per schedule of delivery time.
 - (e) The contractor refuses to deliver the goods after receiving Acceptance or signing of contract in accordance with the terms & conditions laid down in the contract..

45. The purchaser reserves the right to claim compensation for the loss caused by the delay in the delivery of the stores.
46. Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
47. 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.
48. 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.
49. 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.
50. 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 Planning & Development, Dow University of Health Sciences, Baba-e-Urdu Road, DMC 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.
4. Bids should be accompanied by BID SECURITY (Not less than 2% 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 drugs will be drawn from the supplied goods by the concerned Inspector of Drugs for test and analysis purpose under Drugs Act 1976.
The successful bidder shall pay the testing fees directly to the Drug Testing Lab. for the batches to be supplied and should supply extra quantity of drug(s) used for testing purpose.

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

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, quantity, producing / manufacturing and expiry dates (if any).
- (ii) Original copies of the Bidder's invoices (in duplicate) showing warranty, item's description, make, model, quantity, per unit cost, and total amount.

- (iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing item's description, quantity, per unit cost (without 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, Pkt. / 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, Pkt. / 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 Pkt. / blister pack, Expiry date must be printed on each aluminum Pkt. / 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 shall be 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 (cost to be borne by the bidder) 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

then 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** and a soft copy of the quoted items should also be submitted with the offer on the e-mail address: procurement@duhs.edu.pk
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 90% and in case of local items 95% 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 with in 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 then 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 proforma 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

i. Purchaser's address for notice purposes:

Dow University of Health Sciences, Baba-e-Urdu Road, Near Civil Hospital, Karachi.
Phone No. +92-21-99215754-7 (EXT. 190 & 191)
Fax No. +92-21-99215763
E-mail: procurement@duhs.edu.pk

ii. Bidder's address for notice purposes:

Name of Bidder: _____
Name of Contact Person & Designation: _____
Phone No: _____
Fax No: _____
Mobile Phone No: _____
Email Address: _____

SCHEDULE OF REQUIREMENT

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

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

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

The entire quantity of the ordered supplies shall be received within 3 months or earlier from the date of establishment of letter of credit.

**TECHNICAL SPECIFICATION
DENTAL MATERIAL
GROUP – 1
(To be quoted in Pak Rs. on DDP Basis)**

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
1	Abrasive Pkt.	Piece	12/Pkt.	350 Pkts.
2	Acrylic Self cure liquid	ML	1 Ltr.	900 Bottles
3	Acrylic Self cure powder	Gram	1 Kg	850 Pkts.
4	Acrylic Self cure powder clear	Gram	1 Kg	370 Pkts.
5	Acrylic teeth lower anterior	Pkt.	12/Pkt.	2000 Pkts.
6	Acrylic teeth lower posterior	Pkt.	8/Pkt.	2000 Pkts.
7	Acrylic teeth upper posterior	Pkt.	8/Pkt.	2000 Pkts.
8	Acrylic teeth upper anterior	Pkt.	12/Pkt.	2000 Pkts.
9	Alginate	Gram	450gm/Pkt.	5500 Pkts.
10	Alvogyl paste	Gram	12 g/Bottle	75 Bottles
11	Amalgam capsule	capsule	50caps/Box	120 Boxes
12	Arch Bar Wire	0.5mm	10ft/coil	400 Coils
13	Articulating Paper straight & curved	Sheet	200 strips/Pkt.	1000 Pkts.
14	Artificial teeth	Piece	28/strip	2000 Strips
15	Beading Wax	sheet	12 Sheets/ Box	10 Boxes
16	Blue inlay wax	spool	70gm/Box	100 Boxes
17	Bond	Gram	6 gm/Pkt.	350 Pkts.
18	Bonding Brushes	Piece	100Pcs./Pkt.	1700 Pkts.
19	Bone	Gram	1gm/Pkt.	60 Pkts.
20	Bone	Gram	0.5 gm	60 Pkts.
21	Bracket MBT Kit 0.22	Set	16/Kit	2000 Kits
22	Bur blue , red , yellow	Piece	1/Piece	1700 Pieces
23	Butane Lighter Gas Can	ML	250 ml/Bottle	400 Bottles
24	Calcium hydroxide with iodo form	Piece	2.2gm/syringe	400 Pkts.
25	Calcium hydroxide	Piece	2 Tubes/pack	400 Pkts.
26	Calcium hydroxide paste	Gram	13&11gm/Pkt.	200 Pkts.
27	Casting Metal	Kg	Kg /Pkt.	80 Pkts.
28	Cavit	Gram	40 g/Bottle	1400 Bottles

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
29	Cavitron Prophy powder	Gram	364 g/Bottle	25 Bottles
30	Cling wrap roll	cm x m	30cmx30m/roll	800 Pkts.
31	Close Coil Spring	Piece	20m/spool	500 Pkts.
32	Cold Mold Seal Bottle	ml	Ltr./ Bottle	240 Bottles
33	Composite finishing disc	Pcs.	1/Piece	1100 Pieces
34	Composite light cure	Piece	Kit of 4pc	450 Kits
35	Composite self cure	Pieces	3Tubes/Kit	200 Kits
36	Composite translucent sheet	Piece	1/Piece	35 Pieces
37	Dental Model Teeth for Phantom Head Series 500 and / or 200 Made: Japan / USA / Europe	Set	Set of 28 Teeth	16 Sets
38	Copal varnish Bottle	ml	30ml/Bottle	45 Bottles
39	Cotton Roll	Bundle	8 /Bundle	800 Pkts.
40	Coaxial Wire	meter	5 m/spool	80 Pkts.
41	Cresophene	ML	13 ml/Bottle	120 Bottles
42	Crown preparation bur needle shape	Piece	1/Piece	700 Piece
43	Crown preparation bur straight fissure	Piece	1/Piece	800 Piece
44	Crown preparation bur Tapered fissure flat ended	Piece	1/Piece	800 Piece
45	Crown preparation bur Tapered fissure round ended	Piece	1/Piece	800 Piece
46	Crown preparation bur Torpedo shape	Piece	1/Piece	1000 Piece
47	Dental floss	Piece	20 feet/ Piece	1200 Piece
48	Denture liner permanent	Gram/ml	100gm/97ml	75 Bottles
49	Developer 1000ml	ml	Ltr. /Bottle	150 Bottles
50	Diamond disc	Piece	1/Box	90 Box
51	Diamond grinding stone sintered	Piece	3/Box	150 Box
52	Diapaste	Gram	2 syringe & 10 tips	60 Packets
53	Die Stone	Gram	1Kg	1400 Piece
54	Disinfection Liquid	Litre	1 Ltr./Bottle	500 Bottles
55	Disposable Glass	Piece	50 Pcs./Pkt.	3500 Pkts.
56	Distilled water	litre	30 Ltr./Can	300 Can
57	Duo Fluorid (XII)	Gram	8 + 8 gm/pkt.	32 Pkt.
58	Duplicating material/gel/agar	Gram	5Kilo/Jar	20 Jar
59	E.D.T.A Liquid	ml	20 ml/Bottle	40 Bottle
60	EDTA gel	Piece	7gm/Syringe	240 Pkt.
61	Elastic separator	Piece	1000Pcs./Pkt.	60 Pkt.

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
62	Elfy/Gisma	Gram	20 gm/Tube	400 Pkt.
63	Endelible Pencil	Piece	Piece	300 Pkt.
64	Etchant	Piece	3gm/Pkt.	1200 Pkt.
65	Expansion screw removable	Piece	1/Piece	200 Piece
66	Face Mask	Piece	50 Pcs./Pkt.	6600 Pkt.
67	Fiber post red	Piece	25/Pkt.	300 Pkt.
68	Fiber post yellow	Piece	Piece	300 Piece
69	Fiber Splint 3.0,0.10,2.5,3.5,1.0	sheet	25/Pkt.	60 Pkt.
70	Fissure sealant	Piece	1/Piece	60 Piece
71	Fit checker	Box	1/ Box	40 Box
72	Fixer for X-ray	ml	1 Ltr./ Bottle	180 Bottle
73	Formacresol	Piece	Piece	120 piece
74	Freegnol	Pkt..	2 Tubes / Pkt.	40 Pkt.
75	G I C Filing self cure	Piece	1x1/Box	600 Box
76	G I C luting	Piece	1x1/Box	600 Box
77	G P Point (Gutta Percha) no 15 to 40	Points	100 Points/Pkt.	7000 Pkt.
78	G.P Point 45 to 80 Packet	Points	100 Points/Pkt.	1800 Pkt.
79	Gates Drills 21mm-31mm	Piece	6 Pcs./Pkt.	600 Pkt.
80	Gauze	cm	2"x2"/ 100Pcs./Pkt.	9500 Pkt.
81	GIC light cure	Gram/ml	30g/10ml/Pkt.	150 Pkt.
82	Glaze Liquid	ml	30ml/Bottle	70 Bottle
83	Glaze paste	Gram	3gms/syringe	16 Pkt.
84	Glaze powder (ceramco)	Gram	15gm/Bottle	70 Bottle
85	Gloves polythine	Piece	100/Pkt.	12600 Pkt.
86	Gloves large, Medium, Small	Piece	100/Pkt.	18000 Pkt.
87	GP solvent	ml	10 ml	100 Bottles
88	Gp stick	Pkt.	10/Pkt.	130 Pkt.
89	Green Stick Packet	Sticks	10Sticks/Box	1200 Pkt.
90	H File 45to80 21 , 25 mm	Piece	6Pcs./Pkt.	900 Pkt.
91	H Files(21, 25 mm) 15 to 40	Piece	6 Pcs./Pkt.	500 Pkt.
92	Hand Piece Oil	ML	400 ml/Bottle	340 Bottle
93	Hard Plaster (Bags)	KG	1 Kg/Pkt.	9600 Pkt.
94	Hardener	ml	1Ltr./ can	100 Can
95	Head Gear With Strap High, Low, Straight	Piece	1/Piece	500 Piece
96	Hi SPEED Bur fissure different size	Piece	5 Pcs./Pkt.	1000 Pkt.

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
97	Hi SPEED Bur round different size	Piece	5 Pcs./Pkt.	1200 Pkt.
98	Hi SPEED Bur taper different size	Piece	5 Pcs./Pkt.	1200 Pkt.
99	Hi SPEED Bur TC fissure	Piece	5 Pcs./Pkt.	1200 Pkt.
100	Hydrogen Peroxide	ML	450 ml/Bottle	3000 Bottle
101	Hypo Bottle	ML	500 ml/Bottle	1600 Bottle
102	Hyrex screw	Piece	1/Piece	600 Piece
103	Invesment for crown & bridge phosphate bonded powder	Gram	12.8Kg /carton	20 Cartons
104	Invesment liquid (for cpd)	ml	1 Ltr./Bottle	120 Bottle
105	Invesment powder(for cpd)	Gram	12.8Kg /carton	10 Carton
106	Investment for crown & bridge phosphate bonded liquid	ml	1Ltr./Bottle	100 Bottle
107	K file 6-80, 21,25mm	Piece	6 Pcs./Pkt.	7000 Pkt.
108	Kobayashi ties 0.012 short	Piece	100Pcs./Pkt.	60 Pkt.
109	Korrecta wax	sheet	15sheets/Pkt.	10 Pkt.
110	Ligature Wire preformed	Piece	1000/Pkt.	100 Pkt.
111	Light body	ml	100 ml	450 Bottle
112	Light body tip	Piece	12Piece/Pkt.	40 Pkt.
113	Lingual button	Piece	100/Pkt.	100 Pkt.
114	Lingual cleat	Pcs.	10/Pkt.	30 Pkt.
115	Local Anesthesia plain	ML	1.8ml x 50/Pkt.	1200 Pkt.
116	Local Anesthesia with adrenaline	ml	1.8mlx50/Pkt.	6400 Pkt.
117	Lowa wax	sheet	12 sheets/Pkt.	12 Pkt.
118	Luster for polishing	Piece	1/Piece	100 Piece
119	Matrix band pink pack	Piece	25/Pkt.	60 Pkt.
120	Membrane	Piece	1/Piece	140 Piece
121	Membrane titanium mesh	Piece	1/Pkt.	24 Pkt.
122	Mercury	Gram	50gm/Bottle	730 Bottle
123	Metal bur cylindrical	Piece	5/pack	20 Pkt.
124	Metal cutting wheel LM	Piece	100/pack	65 Pkt.
125	Metal drum normal size	Piece	1/Piece	8 Piece
126	Metal grinding wheel LM	Piece	50Piece/Pkt.	20 Pkt.
127	Mineral trioxide aggregate	Gram	1gm/Bottle	60 Bottle
128	Mini Implant	Piece	1/Piece	600 Piece
129	Modeling liquid ceramic	ml	1 Ltr./Bottle	4 Bottle
130	Molding wax	Box	14sheets/Box	2000 Box

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
131	Molar Bands no31, 31 ⁺ to 41, 41 ⁺	Piece	4/pack	250 Pkt.
132	Moyers lingulized teeth	Piece	28/strip	100 Strips
133	Mylar Pkt.	Piece	100/Pkt.	300 Pkt.
134	Napkin (dental)	Piece	500 Pcs./carton	170 carton
135	Napkin Holder Piece	Piece	1/Piece	450 Piece
136	Neck strap	Piece	1/Piece	140 Piece
137	Needle Long	Piece	100 Pcs./Pkt.	1800 Pkt.
138	Needle short	Piece	100 Pcs./Pkt.	1800 Pkt.
139	New ultra disc thick	Piece	100/Box	20 Box
140	Nitti Wire 0.012"Lower	Piece	100/Pkt.	35 Pkt.
141	Nitti Wire 0.012"Upper	Piece	100/Pkt.	35 Pkt.
142	Nitti Wire 0.014"Lower	Piece	100/Pkt.	35 Pkt.
143	Nitti Wire 0.014"Upper	Piece	100/Pkt.	35 Pkt.
144	Nitti Wire 0.016"Lower	Piece	100/Pkt.	35 Pkt.
145	Nitti Wire 0.016"Upper	Piece	100/Pkt.	35 Pkt.
146	Nitti Wire 0.016"x0.022 Lower	Piece	100/Pkt.	35 Pkt.
147	Nitti Wire 0.016"x0.022 Upper	Piece	100/Pkt.	35 Pkt.
148	Nitti Wire 0.017"x0.25Lower	Piece	100/Pkt.	35 Pkt.
149	Nitti Wire 0.017"x0.25Upper	Piece	100/Pkt.	35 Pkt.
150	Nitti Wire 0.018"Lower	Piece	100/Pkt.	35 Pkt.
151	Nitti Wire 0.018"Upper	Piece	100/Pkt.	35 Pkt.
152	Non anatomical teeth	Piece	28/strip	35 Strips
153	Normal Saline	ML	1000 ml/Bottle	1700 Bottle
154	Opaque All shade	Gram	20 g/Bottle	150 Bottle
155	Opaque liquid	ml	20ml/Bottle	150 Bottle
156	Opaque paste All shades	Gram	3gm/syringe	60 Pkt.
157	Open Coil Spring	spool	15ft/spool	300 Pkt.
158	Ortho Wax	Piece	50Piece/Pkt.	60 Pkt.
159	Ortho Mini screw	Piece	1/Piece	600 Piece
160	Ortho O ring silver	Piece	1000/Pkt.	600 Pkt.
161	Ortho Plaster (Kg) 1 Bag	Gram	25Kg/bag	120 Bag
162	Orthodontic Acrylic Liquid	ml	500 ml/Bottle	20 Bottle
163	Orthodontic Acrylic Powder	Gram	500gm/Bottle	20 Bottle
164	Palodent plus Kit	Kit	Kit	10 Kit
165	Paper Point 15 to 40 ,	Points	200 Points/Pkt.	3200 Pkt.

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
166	Paper Point 45 to 80	Points	200 Points/Pkt.	1600 Pkt.
167	Paper Points F 1	Points	30 Points/Pkt.	60 Pkt.
168	Paper Points F 2	Points	30 Points/Pkt.	60 Pkt.
169	Paper Points F 3	Points	30 Points/Pkt.	60 Pkt.
170	Paste carrier (Lantula red blue green black)	Piece	6 Piece/Pkt.	200 Pkt.
171	Paste carrier (Lantula spiral	Piece	6 Piece/Pkt.	100 Pkt.
172	Patient Cotton Roll	Pcs.	24/Pkt.	50 Pkt.
173	Pattern Wax different shapes	Piece	15sheets/Box	30 Box
174	Perio dressing (liquid, powder)	Kit	2/set	50 Pkt.
175	Perio pack (liquid, powder)	Kit	2/set	100 Pkt.
176	Petroleum Jelly	Gram	450 gm	200 piece
177	Polishing Brush Piece	Piece	1/Piece	12000 Piece
178	Polishing buff large 6"	Piece	1/Piece	60 piece
179	Polishing buff Small 4"	Piece	1/Piece	60 Piece
180	Polishing Paste Jar	Gram	170 gm /Jar	200 Jar
181	Polishing soap	Piece	1/Piece	60 Piece
182	Porcelain powder enamel S1, S2, S4	Grams	100gm/Bottle	16 Bottle
183	Porcelain Shade powder B1, B2,B3	Gram	100gm/Bottle	16 Bottle
184	Porcelain Shade powder A1,A2, A3, A4 dentine	Gram	100gm/Bottle	16 Bottle
185	Porcelain Shade powder D2 dentine	Gram	100gm/Bottle	16 Bottle
186	Porcelain Polishing wheel	Piece	1/Piece	200 Piece
187	Porcelain shade powder(body)& enamel	Box	100gm/Bottle	16 Bottle
188	Porcelain teeth for phantum (anterior/posterior)	teeth	32teeth/set	140 Set
189	Power Chain	spool	15feet/spool	350 Pkt.
190	Preformed wax pattenen for cpd claps	sheet	12sheets/Pkt.	50 Pkt.
191	Preformed wax pattenen for cpd meshes	sheet	12sheets/Pkt.	50 Pkt.
192	Protaper GP (F1, F2, F3)	Points	60 Points/Pkt.	500 Pkt.
193	Pulpyrl	ml	13 ml/Bottle	60 Bottle
194	Pumice powder	Kg	1 Kg/ bag	70 Bag
195	Pyodine Bottle	ml	1Ltr. /Bottle	80 Bottle
196	Red Boxing Wax	Gram	1Kg/bag	12 Bag
197	Reg wheel (Black hair brush pumice)	Piece	1/Piece	100 Piece
198	Regular body polysilicon	ml	600ml/pkt.	200 Pkt.
199	Retainer Box	Piece	1/Piece	800 Piece

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
200	Retraction Cord 0 size, 00 size, 2 size	CM	250 cm/pack	100 Pkt.
201	Reverse pull head gear	Piece	1/Piece	400 Piece
202	Root canal sealer	Gram	13.5gm/Pkt.	400 Pkt.
203	Round bur	Piece	1/Piece	2000 Piece
204	Rubber buccal Tube	Piece	1/Piece	60 Piece
205	Rubber dam sheet (5x5)	Piece	36 sheets/Pkt.	200 Pkt.
206	Rubber dam sheet (6x6 heavy	Piece	36 sheets/Pkt.	500 Pkt.
207	Rubber polisher green wheel	Piece	1/Piece	12 Piece
208	Safety module	Piece	1/Piece	100 Piece
209	Saliva PH indicator Pkt..	Pkt..	100 strip/ Pkt.	100 Pkt.
210	Sand (A1 oxide size 110)	Pkt..	5Kg/Pkt.	6 Pkt.
211	Sand Paper 0.0 size wood & metal	sheet	1/sheet	1800 Pkt.
212	Sand Paper 0.0 wood water resistance	sheet	1/sheet	600 Pkt.
213	Saw blades	Piece	1/Piece	1000 Piece
214	Shellac base plates	sheet	12sheets/Pkt.	40 Pkt.
215	Shoulder porcelain (dark pink)	Gram	25 gm/Bottle	25 Bottle
216	Silver alloy 45%	Gram	30gm/Bottle	2000 Bottle
217	Slow Speed round Bur Piece all type	Piece	1/Piece	400 Piece
218	Sodium perborate	Gram	500 gm/Bottle	14 Bottle
219	Soft plaster (Big Bag)	KG	30 Kg/bag	600 Bag
220	Solding Wire	Piece	12 wire of 6"/Pkt.	100 Pkt.
221	Spirit	ml	1 Ltr.	800 Bottles
222	Spreaders 15-40 21 mm 25 mm	Pkt..	6/Pkt.	700 Pkt.
223	Spru Wire 1.5, 2.0,2.5,3.0	coil	750gms/coil	35 Coil
224	SS Crown assorted Kit	Kit	Kit	8 Kit
225	SS wire 0.016"Lower	Piece	10/Pkt.	200 Pkt.
226	SS wire 0.016"Upper	Piece	10/Pkt.	200 Pkt.
227	SS wire 0.016"x0.025Lower	Piece	10/Pkt.	200 Pkt.
228	SS wire 0.016"x0.025Upper	Piece	10Piece/Pkt.	200 Pkt.
229	SS wire 0.016x0.022"Lower	Piece	10Piece/Pkt.	200 Pkt.
230	SS wire 0.016x0.022"Upper	Piece	10Piece/Pkt.	200 Pkt.
231	SS wire 0.017"x0.025Lower	Piece	10Piece/Pkt.	200 Pkt.
232	SS wire 0.017"x0.025Upper	Piece	10Piece/Pkt.	200 Pkt.
233	SS wire 0.018"Lower	Piece	10Piece/Pkt.	200 Pkt.
234	SS wire 0.018"Upper	Piece	10Piece/Pkt.	200 Pkt.

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
235	SS wire 0.018"x0.025Lower	Piece	10Piece/Pkt.	200 Pkt.
236	SS wire 0.018"x0.025Upper	Piece	10Piece/Pkt.	200 Pkt.
237	SS wire 0.019"x0.025Lower	Piece	10Piece/Pkt.	200 Pkt.
238	SS wire 0.019"x0.025Upper	Piece	10Piece/Pkt.	200 Pkt.
239	SS wire 0.020"Lower	Piece	10Piece/Pkt.	200 Pkt.
240	SS wire 0.020"Upper	Piece	10Piece/Pkt.	200 Pkt.
241	SS Wire 19x25 Upper	Piece	10Piece/Pkt.	80 Pkt.
242	SS Wire 19x25 Lower	Piece	10Piece/Pkt.	80 Pkt.
243	Stainless steel wire half round coil	ft	15ft/coil	130 Coil
244	Sterilization Pouch medium	Piece	200 Pcs./Pkt.	2800 Pkt.
245	Sterilization Pouch small	Piece	200 Pcs./Pkt.	600 Pkt.
246	Sterilization Pouch Large	Piece	200 Pcs./Pkt.	600 Pkt.
247	Sticky wax	Piece	15 sticks/Pkt.	60 Pkt.
248	Stone bite no 12, 15	Gram	Kg	20 Bags
249	Stone bite registration material	Piece	1/Piece	20 Piece
250	Stone point abrasive mount point 33 no	Piece	Box	8 Box
251	Stone point abrasive mounted point green 19 no	Piece	Box	8 Box
252	Stone point abrasive mounted point green 20 no	Piece	Box	8 Box
253	Stone point abrasive mounted point green 33 no	Piece	Box	8 Box
254	Suction Tip	Piece	100 Pcs./Pkt.	1000 Pkt.
255	Surgical Blades 11 ,12 , 15	Piece	100/Pkt.	260 Pkt.
256	Surgical sponge	Piece	5strips/Pkt.	300 Pkt.
257	Surgical Suture 3/0	Piece	12 Pcs./Pkt.	2000 Pkt.
258	Surgical Suture 4/0	Piece	12 Pcs./Pkt.	600 Pkt.
259	Tegadrum	sheet	50sheets/Pkt.	200 Pkt.
260	Tissue conditioner	Gram/ml	gm/ml/Kit	45 Kit
261	Topical Anesthetic Gel	Gram	30 gm/Bottle	400 Bottle
262	Trephine Kit	Kit	Kit	2 Kit
263	Two way screw	Piece	1/Piece	600 Piece
264	Wire (0.35)	Coil	5m/Coil	160 Coil
265	Wire (0.5)	Coil	5m/Coil	150 Coil
266	Wire (0.6)	Coil	5m/Coil	150 Coil
267	Wire (0.7)	Coil	5m/Coil	400 Coil
268	Wire 0 .9 (coil)	coil	5m/coil	150 Coil

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
269	Wire 0.5 mm fracture	ft	15feet/coil	3000 Coil
270	Wood Wedges	Piece	100 Pcs./Box	200 Box
271	X-ray film peri apical	Film	150 Films/Pkt.	2000 Pkt.
272	ZINC OXIDE	Gram	100 gm	30 pkt.
273	Zincoxide eugenol impression	Gram	140/65gm/ ml/Pkt.	1800 Pkt.
274	Zno eugnoal luting	Gram	100/50gm/ ml /Pkt.	60 Pkt.

DENTAL MATERIAL & CONSUMABLES

GROUP – 2

(To be quoted in Foreign Currency on C&F Basis)

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
275	Implant bone level MTX Surface Tapered design 1mm machined collar 1.8mmL Lead (Triple-Lead Thread) 0.36mm Thread Depth Multi-Purpose Fixture Mount / Transfer Ten years documented success rate commercially pure Titanium Grad IV Made and surface treated in Western Europe, or North America or Japan	Piece	1/Piece	1400 Piece
276	Protaper – Rotary endo file 1 - rays	Piece	1/Piece	300 Piece
277	Protaper – Rotary endo file s1,s2,f1,f2,f3 (21/25 mm)	Piece	1/Piece	400 Piece
278	Protaper – Rotary endo file shape one	Piece	1/Piece	400 Piece
279	Protaper – Rotary endo file wave one	Piece	1/Piece	400 Piece
280	Protaper – Rotary endo self adjusting file	Piece	1/Piece	400 Piece
281	Protaper – Rotary file endo two files	Piece	1/Piece	400 Piece
282	Protaper – Rotary path file different makes	Piece	1/Piece	500 Piece
283	Protaper Hand file SX, S1, S2, F1.F2,F3 Made in Western Europe, or North America or Japan	Piece	6 Piece/Pkt.	300 Pkt.
284	Composite Restorative Material Universal All shades Made in Western Europe, or North America or Japan	Tube	2 g/Tube	2200 Tubes
285	Rubber Base Additional Silicon Impression Material – Putty & Light Body Made in Western Europe, or North America or Japan	Ml	300 x 2 ml/Box	300 Box
286	Premolar Band 4 quadrant Made in Western Europe, or North America or Japan	Piece	4/pack	1400 Pkt.

CONTRACT FORM

THIS AGREEMENT is made for one year from the _____ day of _____ 2015 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;
 - (h) The Purchaser's Notification of Award and
 - (i) The Certificate
3. In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed / Sealed by Purchaser

WITNESS

1. _____

1. _____

2. _____

2. _____

MANUFACTURER'S AUTHORIZATION FORM

To: [Name of Purchaser]

WHEREAS [Name of the Manufacturer] who are established and reputable Manufacturers of the [name and / or description of the goods] having factories at [complete address of factory] do hereby authorize [name and address of Bidder/Agent] to submit a bid, and subsequently follow-up / negotiate and sign the Contract with you against 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**
Procurement Directorate, OJHA Campus, 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 3% 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 IFB: **DUHS/DP/2015/1501**

To: **THE DOW UNIVERSITY OF HEALTH SCIENCES,**
Procurement Directorate, OJHA Campus,
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: _____

SECTION - G

C E R T I F I C A T E

3. We / I, hereby confirm the price validity of all quoted product is valid for 90 days (further extendable) from the date of submission of bid.
4. We / I, hereby confirm to have read carefully all the clauses of the advertised Invitation for Bids (IFB) **No. DUHS/DP/2015/1501 Dated 24-03-2015** for the purchase of **DENTAL MATERIAL & INSTRUMENTS FOR DENTAL STORE**. We / I, agree to abide by all the instructions / conditions.
5. That we / I, agree whether our bid accepted for total, partial or enhance quantity for all or any single item. I / we also agree to supply and accept the said item at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
6. We / I, hereby confirm to adhere to the delivery period required in the purchase orders, which would be essence of the contract and will be strictly adhered to by us / me, in case of failure, we / I agree unconditionally accept the recovery of liquidated damages on delayed supplies.
7. Certified that the prices quoted against tender enquiry Invitation for Bids (IFB) **No. DUHS/DP/2015 (Ref: DP/1501) Dated 24-03-2015** 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.
8. Certified that we / I will supply fresh stock of stores, free of cost if found substandard / counterfeit / spurious / misbranded / adulterated / expired at variance with the specifications of supply order / bid document. Moreover, we / I will not claim the return of rejected stock.
9. Certified that we / I will replace the stores free of cost in case of expiry, due to non-consumption.
10. Certified that we / I, have never been black listed from any Government / Semi Government Organization.
11. That if any of the information submitted in accordance to this bid document found incorrect, our contract may be cancelled at any stage on our cost and risk.

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

STAMP OF THE FIRM

INVITATION FOR BIDS (IFB)**No. DUHS/P&D/2015/7243 Dated 18 April 2015**

Bids are invited under sealed cover (clearly mark in bold letters on envelope for the bid applied for) on DDP / C&F basis from authorized Dealers / Distributors / Manufacturers, registered with GST & Income Tax, for the supply of items required by Dow University of Health Sciences (DUHS), Karachi.

Name of Bid	Reference No.	Bidding Procedure
Procurement of Dental Material & Consumables (Rate Contract Basis)	P&D/7243 - 01	Single Stage One Envelope
Procurement of Dental Instruments & Allied Articles	P&D/7243 – 02	Single Stage One Envelope
Procurement of Dental Equipment / Instruments	P&D/7243 – 03	Single Stage Two Envelope

Tender Fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bid Security	2% of the total bid value.
Purchasing Date	22 April 2015 to 06 May 2015
Pre-Bid Meeting	06 May 2015 at 02:15 p.m.
Bids Delivery Date & Time	07 May 2015 at 11:00 a.m.
Bid Opening Date & Time	07 May 2015 at 11:30 a.m. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time.

The bidding document may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee i.e. Rs. 2,000/- (Rupees two thousand only) in shape of Pay Order / Demand Draft in favour of Dow University of Health Sciences, Karachi. Bidding Documents are also available at DUHS / SPPRA website. Interested Bidders may obtain further information personally from Directorate of Planning & Development from 11:00 A.M. to 02:00 P.M.

Note: Procuring agency (PA) may cancel / delete any item either reduce or enhance quantity. PA may reject all or any bid subject to the provision of SPPRA Rule 25 (1).

DIRECTOR PLANNING & DEVELOPMENT
DOW UNIVERSITY OF HEALTH SCIENCES
THIRD FLOOR, ADMIN BLOCK
BABA-E-URDU ROAD, NEAR CIVIL HOSPITAL, KARACHI
PHONE NO. +92-21-99215754-7 (EXT. 5142 & 5144)
E-MAIL: procurement@duhs.edu.pk

PRICE SCHEDULE

(DDP OFFER)

PRICE SCHEDULE IN PAK RUPEES (DDP BASIS)

FOR GOODS OFFERED FROM WITHIN THE PURCHASER'S COUNTRY

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

PRICE SCHEDULE

(C&F OFFER)

PRICE SCHEDULE IN FOREIGN CURRENCY (C&F BASIS)

FOR GOODS OFFERED FROM OUTSIDE THE PURCHASER'S COUNTRY

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

DRUG 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	Drug 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: _____

Stamp: _____

PROFILE FOR PHARMACEUTICAL 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 Proforma 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 (in sq. ft.) Annex copy of approved lay out plan by Ministry of Health, Islamabad)	
	b. Total covered area of production (in sq. ft.)	
	c. Total covered area of quality control department (sq. ft.)	
	d. Total covered area of administration block (in sq. ft.)	
	e. 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	GRAMP compliance certificate & GRAMP 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 	
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 GRAMP and hygiene) 	

GENERAL INFORMATION

11	Medical checkup of worker: - Prior to induction - Annual - Periodic (worker doing optical checking)	
12	Manufacturing Information	
	a. No of Registered drugs	
	b. No of drugs being manufactured (active)	
	c. No of PV listed items (attach list)	
13	Raw materials (Active ingredients) (Name of the source companies along with country of origin)	
14	Dosage form and production capacity	<u>Production capacity (per 8 hours)</u>
	<u>Dosage Forms</u>	
	1. Solid	1.
	2. Liquid	2.
	3. Injectable (liquid)	3.
	4. Injectable (dry powder)	4.
	5. Ointments/Creams/Gels	5.
	6. Capsules	6.
	7. IV infusions	7.
	8. Dialysis solutions	8.
9. Repacking/External preparations etc.	9.	
15	Cleanliness & maintenance of: - Equipments – List	
16	Emergency power supply arrangements (for at least critical areas of the unit)	
17	Drug recalls system (volunteer) & SOPs for recall (Annex details)	
18	Inspection record of the company	
	<u>Year</u>	<u>Inspecting Authority</u>
	<u>Brief remarks of the inspecting authority</u>	
	1.	
	2.	
3.		
19	Market Availability and since when (mention year) - Products routinely manufactured - Only occasionally/on request (Annex six batches certificate)	
20	Number of distributors/authorized Agents (Attach list indicating name, address, approx. sales range of each)	
21	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, GRAMP or CGRAMP	Patial	Not available	Remarks
1	Separate stores for: - Raw material - Labels & packing material and - Finished products				
2	Separate quarantine facilities for: Incoming raw material Packaging materials				
3	Cold rooms facility for: - Vaccines, biological and other controlled temperature products. - Cold chain facility				
4	Temperature & humidity control facility in the stores.				
2	Identification slips for raw material: - Approved - Rejected - Quarantine				
6	Source of raw materials - 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; - Quarantine - Approved - Rejected - Recalled - Expired material/drugs				
11	Storage of materials: - 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 & GRAMP 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. Provide a soft copy through e-mail on director.procurement@duhs.edu.pk along with duly filled Performa in triplicate.
- d. 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	Drugs Sale 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	GRAMP compliance certificate & GRAMP 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 where applicable Drugs/Surgical Disposable, 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	GRAMP 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)



BIDDING DOCUMENT

Single Stage – One Envelope Bidding Procedure

PROCUREMENT OF DENTAL INSTRUMENTS & ALLIED ARTICLES

No. DUHS/P&D/2015/7243 Dated 18 April 2015

Reference No. P&D/7243 – 02

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A: Instructions to Bidders. (ITB)

1. INTRODUCTION

1. GENERAL

- 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 35.1**.

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” means 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.

2. 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.

3. 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. Instructions to Bidders (ITB);
 - ii. General Conditions of Contract (GCC);
 - iii. Special Conditions of Contract (SCC);
 - iv. Schedule of Requirements;
 - v. Technical Specifications;
 - vi. Contract Form;
 - vii. Manufacturer's Authorization Form;
 - viii. Performance Guarantee Form;
 - ix. Bid Form; and
 - x. Price Schedules.
- 5.2 In case of discrepancies between the Invitation for Bids (IFB) / Tender Notice 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 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.
- 6.2 All prospective bidders that have received the bidding documents will be notified the amendment(s) in writing, 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 Procuring Agency may, at its discretion, extend the deadline for submission of the bids.

4. PREPARATION OF 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 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.

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 and related services 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 Schedules. 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 Prices proposed in the Price Schedule Forms for Goods, shall be disaggregated, when appropriate. 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:

- (a) Price Schedule For Goods offered from within the Procuring Agency's country:
 - (i) Detailed Specification of Stores
 - (ii) Model / Cat No.
 - (iii) Name of Manufacturer.
 - (iv) Country of Origin
 - (v) Quantity of Stores
 - (vi) Unit
 - (vii) 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 payable on the components and raw material used in the manufacture or assembly of goods, or on the previously imported goods of foreign origin;
 - (viii) 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
 - (ix) the total price for the item.
- (b) Price Schedule For Goods offered from outside the Procuring Agency's country:
 - (i) Detailed Specification of Stores
 - (ii) Model / Cat No.
 - (iii) Name of Manufacturer.
 - (iv) Country of Origin
 - (v) Quantity of Stores
 - (vi) Unit
 - (vii) Currency of Bid
 - (viii) the unit price of the goods quoted on CFR / C&F basis (Karachi Port), in the Procuring Agency's country;
 - (ix) the total price for the item in foreign currency.

9.6 Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

9.7 If it was 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 bidder.

10. BID CURRENCIES

10.1 Prices shall be quoted in Pakistani Rupees for goods offered within the Procuring Agency's country on delivered duty paid (DDP).

10.2 Price shall be quoted in foreign currency for goods offered outside the Procuring Agency's country on CFR / C&F Basis.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

11.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Agency'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 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
- (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 characteristics of the goods; and
- (b) an item-by-item commentary on the Procuring Agency'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 Specifications.

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 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 substitutions ensure substantial equivalence to those designated in 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 Bid Data Sheet and SCC. Unsuccessful bidders' 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 28 days beyond the bid validity period.

13.2 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;

13.3 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity; or
- (b) in the case of a successful Bidder, the Bidder fails:
 - (i) to sign the Contract; or
 - (ii) to complete the supplies in accordance with the General Conditions of Contract.

14. BID VALIDITY

14.1 Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.

14.2 The Procuring Agency 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.

15. ALTERNATIVE BIDS

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 given as per following table.

Sr. No.	Description of Stores	Statement of Variation from Specifications	Reasons for Variations

5. SUBMISSION OF BIDS

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 Bid Data Sheet; and
- (c) bear the Procuring Agency's name and address i.e. Dow University of Health Sciences, Baba-e-Urdu Road, Near Civil Hospital, Karachi and a statement: "DO NOT OPEN BEFORE," the time and date specified in the Bid Data Sheet.

16.2 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.

17. DEADLINE FOR SUBMISSION OF BIDS

17.1 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.

17.2 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.

18. LATE BID

18.1 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.

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.

6. OPENING AND EVALUATION OF BIDS

20. **OPENING OF BIDS BY THE PROCURING AGENCY**

22.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 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.

22.3 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.

21. **CLARIFICATION OF BIDS**

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

22. **PRELIMINARY EXAMINATION**

22.1 The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

- 22.3 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.
- 22.4 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.
- 22.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. EVALUATION AND COMPARISON OF BIDS

- 23.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 23.2 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.
- 23.3 The Procuring Agency's evaluation of a bid will take into account, in addition to the bid price quoted, one or more of the following factors, and quantified in ITB Clause 24:
- (a) **Incidental costs**
Incidental costs provided by the bidder will be added by Procuring Agency to the bid price at the final destination.
 - (b) **Delivery schedule offered in the bid**
The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement.
 - (c) **Deviations in payment schedule from that specified in the Special Conditions of Contract**
Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.

- (d) **Cost of components, mandatory spare parts, and service**
The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

- (e) **Availability of spare parts and after sales services for the equipment offered in the bid**
The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- (f) **Projected operating and maintenance costs during the life of the equipment;**
Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

- (g) **Performance and productivity of the equipment offered**
Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

24. EVALUATION / QUALIFICATION CRITERIA

24 (A) EVALUATION CRITERIA

a. Scope

Local Handling and Inland Transportation: The goods will be delivered on 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.

b. Multiple Contracts

The Procuring Agency 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 Procuring Agency by taking into account discounts offered by Bidders in case of award of multiple contracts.

c. Technical Criteria

- i. NTN / GST Registration Certificate.
- ii. Bid Security.
- iii. Conforming technical specifications of the goods as specified in Section G (Technical Specifications) AND/OR Acceptance of Sample of goods.
- iv. Delivery schedule offered in the bid.
- v. Quoted Price.
- vi. The cost of components, mandatory spare parts, and service (quote separately, if any).
- vii. The availability of spare parts and after sales services for the equipment offered in the bid.
- viii. Evidence regarding Registration of goods with concerned authority (if applicable).
- ix. 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.
- x. The Bidder must indicate the model, catalogue number, registration number (if any), country of origin and name of the Manufacturer of each offered goods in the relevant price schedule.

d. Quality Assurance

- i) In the case of manufacturer of the goods, the bidder should provide the relevant documentary evidence.

- ii. 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.
 - iv. The goods of sub-standard or low quality will not be considered and rejected as non-responsive.
- e. 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.
- f. 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 bid opening.

24 (B) QUALIFICATION CRITERIA

- a. In comparing bids the Procuring Agency will consider, besides the prices quoted, other factors such as **compliance with technical Specifications and/or approved samples**, relative quality of Stores, past experience of the bidder, after sale service facilities available in Pakistan the bidder's capacity to satisfactorily perform the contract.
- b. 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 statements / bank certificate for the **last three years** as well as the Bank Certificate showing yearly turn-over.
- c. Litigation History**
The Bidder should not be involved in any litigation with the Government in the Purchaser's Country.

25. CONTACTING THE PROCURING AGENCY

- 25.1 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.

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

26. REJECTION OF BIDS

26.1 Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.

27. RE-BIDDING

27.1 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 prevailing Rules.

28. ANNOUNCEMENT OF EVALUATION REPORT

28.1 The Procuring Agency will announce the Evaluation Report and the resultant acceptance or rejection of bids at least seven days prior to the award of procurement contract.

7. AWARD OF CONTRACT

29. ACCEPTANCE OF BID AND AWARD CRITERIA

29.1 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.

30. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES

30.1 The Procuring Agency reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

31. LIMITATIONS ON NEGOTIATIONS

31.1 The Procuring Agency reserves the right to hold negotiation of rates, delivery schedule or completion schedule for all the items or any item.

31.2 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 / bid and / or selection of successful bidder..

32. NOTIFICATION OF AWARD

- 32.1 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.

33. SIGNING OF CONTRACT

- 33.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency will send the bidder Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.
- 33.2 Ten days after the official announcement of the award, both the successful Bidder and the Procuring Agency will sign and date the Contract on legal stamp paper valuing 0.30% of the value of contract (cost will be borne by the bidder). 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 upto 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.

34. PERFORMANCE SECURITY

- 34.1 One day before the date of signing of the Contract, the successful Bidder shall furnish Performance Security 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 specified at Clause 3 in the Special Condition of Contract.
- 34.2 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.

35. CORRUPT OR FRAUDULENT PRACTICES

- 35.1 (a) 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:
 - (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 execution; and

- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- (b) 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.
- (c) 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.

B: General Conditions of Contract (GCC)

1. DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "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.
- (b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- (c) "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.
- (d) "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.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the Dow University of Health Sciences, Karachi.
- (h) "The Bidder" means the individual or firm supplying the goods under this Contract.
- (i) "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.

3. STANDARDS

- 3.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications goods eligibility criteria.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 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.
- 4.2 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.
- 4.3 The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.

5. PATENT RIGHTS

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

6. ENSURING STORAGE ARRANGEMENTS

- 6.1 To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency 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 Procuring Agency 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.

7. INSPECTIONS, TESTS AND TRAINING

- 7.1 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.
- 7.2 The Procuring Agency's 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.

7.3 Any specialized training required for the smooth operation of the goods shall be the responsibility of the Bidder.

8. DELIVERY AND DOCUMENTS

8.1 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.

9. INSURANCE

9.1 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.

10. TRANSPORTATION

10.1 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.

10.2 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.

11. INCIDENTAL SERVICES

11.1 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.

12. WARRANTY / GUARANTEE

12.1 The term period of warranty / guarantee mean the period of twelve (**12**) **months** form the date on which the Stores have been put into operation and demonstrated to the University staff. In any case this period shall not exceed eighteen (18) months from the date of taking-over certificate.

12.2 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.

- 12.3 The provisions 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.
- 12.4 The contractor shall provide warranty / guarantee for supply of kits and chemicals, consumables, films etc. for at least 05 years (where applicable).
- 12.5 The contractor shall remain responsible for providing after sale services even after expiry of warranty / guarantee period.
- 12.6 In case of consumable items, kits, chemicals, films etc. the contractor shall remain responsible for specificity, efficacy & sensitivity with maximum period of expiry as much allowed by manufacturer.
- 12.7 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

13. PAYMENT

- 13.1 The method and conditions of payment to be made to the Bidder under this Contract are specified in SCC.

14. ASSIGNMENT

- 14.1 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.

15. DELAYS IN THE BIDDER'S PERFORMANCE

- 15.1 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.
- 15.2 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.
- 15.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

16. PENALTIES LIQUIDATED DAMAGES

16.1 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.

17. TERMINATION FOR DEFAULT

17.1 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:

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

18. FORCE MAJEURE

18.1 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.

19. TERMINATION FOR INSOLVENCY

19.1 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.

20. ARBITRATION AND RESOLUTION OF DISPUTES

- 20.1 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.
- 20.2 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.
- 20.3 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.

21. PACKING

- 21.1 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.
- 21.2 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.

22. GOVERNING LANGUAGE

- 22.1 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.

23. APPLICABLE LAW

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

24. SAMPLES

- 24.1 Bidder shall be bound to submit the sample(s) of quoted items for physical verification, if desired. The sample(s) must be from the most recent stocks, supported by a valid warranty in the name of the purchaser.

INVITATION FOR BIDS (IFB)

No. DUHS/P&D/2015/7243 Dated 18 April 2015

Bids are invited under sealed cover (clearly mark in bold letters on envelope for the bid applied for) on DDP / C&F basis from authorized Dealers / Distributors / Manufacturers, registered with GST & Income Tax, for the supply of items required by Dow University of Health Sciences (DUHS), Karachi.

Name of Bid	Reference No.	Bidding Procedure
Procurement of Dental Material & Consumables (Rate Contract Basis)	P&D/7243 - 01	Single Stage One Envelope
Procurement of Dental Instruments & Allied Articles	P&D/7243 – 02	Single Stage One Envelope
Procurement of Dental Equipment / Instruments	P&D/7243 – 03	Single Stage Two Envelope

Tender Fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bid Security	2% of the total bid value.
Purchasing Date	22 April 2015 to 06 May 2015
Pre-Bid Meeting	06 May 2015 at 02:15 p.m.
Bids Delivery Date & Time	07 May 2015 at 11:00 a.m.
Bid Opening Date & Time	07 May 2015 at 11:30 a.m. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time.

The bidding document may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee i.e. Rs. 2,000/- (Rupees two thousand only) in shape of Pay Order / Demand Draft in favour of Dow University of Health Sciences, Karachi. Bidding Documents are also available at DUHS / SPPRA website. Interested Bidders may obtain further information personally from Directorate of Planning & Development from 11:00 A.M. to 02:00 P.M.

Note: Procuring agency (PA) may cancel / delete any item either reduce or enhance quantity. PA may reject all or any bid subject to the provision of SPPRA Rule 25 (1).

DIRECTOR PLANNING & DEVELOPMENT
DOW UNIVERSITY OF HEALTH SCIENCES
THIRD FLOOR, ADMIN BLOCK
BABA-E-URDU ROAD, NEAR CIVIL HOSPITAL, KARACHI
PHONE NO. +92-21-99215754-7 (EXT. 5142 & 5144)
E-MAIL: procurement@duhs.edu.pk

D: 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.
- ITB 1.1** Name of Contract: **Procurement of Dental Instruments & Allied Articles No. DUHS/P&D/2015/7243 Dated 18 April 2015**
Ref: No. P&D/7243 – 02

THE BIDDING PROCEDURE

- ITB 4.1** Bids shall be accepted under the **Single Stage – One 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 **2%** 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:
Procurement of Dental Instruments & Allied Articles
No. DUHS/P&D/2015/7243 Dated 18 April 2015
Ref: No. P&D/7243 – 02
- ITB 16.1 (c)** Dow University of Health Sciences, Baba-e-Urdu Road, Near Civil Hospital, 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: 07 May 2015 at 11:00 a.m.**

OPENING & EVALUATION OF BIDS

- ITB 20.1** The bid opening shall take place at:
Dow University of Health Sciences,
Baba-e-Urdu Road, Near Civil Hospital, Karachi
Date: 07 May 2015
Time: 11:30 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** One day before the signing of 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.

E: Special Conditions of Contract (SCC)

1. DEFINITIONS (GCC CLAUSE 1)

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

GCC 1.1 (h) The Bidder is: _____
(name and address of the successful bidder)

2. 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 @ 2% 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

3. 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.

4. 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:

- i. 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).
- ii. 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.
- 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. Manufacturer's or Bidder's warranty certificate.
- v. Inspection certificate issued by the nominated inspection committee along with Bidder's factory inspection report.
- vi. Certificate of origin.

(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:

- 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 marked "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. Manufacturer's or Bidder's warranty certificate.
- v. Inspection certificate, issued by the nominated inspection agency along with Bidder's factory inspection report.
- vi. 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.

5. 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.

6. 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.

7. 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.

8. 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:

The liquidated damage shall be 0.5 % per week or 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 Procuring Agency shall rescind the contract, without prejudice to other courses of action and remedies open to it.

9. "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

10. 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.

12. GOVERNING LANGUAGE (GCC CLAUSE 22)

GCC 22.1 The language of this Contract shall be English.

11. 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.

12. NOTICES

Procuring Agency's address for notice purposes:

Dow University of Health Sciences, Baba-e-Urdu Road, Near Civil Hospital,
Karachi.

Phone No. +92-21-99215754-7 (EXT. 190 & 191)

Fax No. +92-21-99215763

E-mail: 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 _____

F: Schedule of Requirements

1. SCHEDULE OF REQUIREMENTS

1.1 For Goods supplied from within the Procuring Agency's country (DDP Basis)

- i) The entire stores must be delivered, installed and put into operation as early as possible after the contract award.
- ii) The bidder shall give in the offer his own schedule for the delivery and installation of various items of the Stores which shall be negotiable and subject to approval of the Procuring Agency.
- iii) The delivery period shall start from the date of contract signature.

1.2 For Goods supplied from outside the Procuring Agency's country (C&F / CFR / CNF Basis):

- i. 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.
- ii. The bidder must indicate in his offer the port **from where** the Stores will be **shipped**.
- iii. The delivery period shall start from the date of opening of letter of credit.

G: Technical Specifications

DENTAL INSTRUMENTS & ALLIED ARTICLES

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
1	Acrylic Bur complete Set	Piece	1/Piece	600 Piece
2	Acrylic Mixing cup	Piece	1/Piece	60 Piece
3	Adam Plier	Piece	1/Piece	50 Piece
4	Amalgamator	Piece	1/Piece	3 Piece
5	Amalgum filling instrument	Piece	1/Piece	20 Piece
6	Amalgum Gun	Piece	1/Piece	120 Piece
7	Amalgun Gun double ended	Piece	1/Piece	30 Piece
8	Artery forcep	Piece	1/Piece	120 Piece
9	ARTICULATOR	Piece	1/Piece	370 Piece
10	Articulator with face bow (non-acrondentatus)	Piece	1/Piece	6 Piece
11	Bayonet forceps	Piece	1/Piece	15 Piece
12	Ball ended burnisher	Piece	1/Piece	50 Piece
13	Band Pusher	Piece	1/Piece	50 Piece
14	Band Remover TC	Piece	1/Piece	39 Piece
15	Band seater	Piece	1/Piece	35 Piece
16	Base former	Set	upper/lower	27 Set
17	Bird beak plier	Piece	1/Piece	45 Piece
18	Boons gauge	Piece	1/Piece	45 Piece
19	Bracket holder	Piece	1/Piece	125 Piece
20	Brass Separator preformed	Piece	100/Pkt.	32 Packet
21	Bucal Sleeve	Piece	4/Pkt.	45 Packet
22	Buffing wheel with handle	Piece	1/Piece	49 Piece
23	Build up brush	Piece	1/Piece	12 Piece
24	Bur stand	Piece	1/Piece	70 Piece
25	Camel hair brushes	Piece	1/Piece	50 Piece
26	Carbide round bur	Piece	1/Piece	650 Piece
27	Carborandum stone	Piece	1/Piece	400 Piece

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
28	Ceramic Separator disc	Piece	1/Piece	18 Piece
29	Cheak Retractor medium	Piece	1/Piece	40 Piece
30	Cheak Retractor small	Piece	1/Piece	40 Piece
31	Chiesel implant Kit	Kit	kit	2 Kits
32	Composite curing lights	Piece	1/Piece	5 Piece
33	Condenser	Piece	1/Piece	150 Piece
34	Cone indicator	Piece	1/Piece	34 Piece
35	CPITN probe	Piece	1/Piece	70 Piece
36	Crimpible hook	Piece	1/Piece	320 Piece
37	Crown Pliers	Piece	1/Piece	50 Piece
38	Crucible for induction casting machine	Piece	1/Piece	24 Piece
39	Cryer Set1x2	Piece	1x2/set	50 Piece
40	Curette carver	Piece	1/Piece	35 Piece
41	Cutter plass	Piece	1/Piece	12 Piece
42	De Waxing Tank	Piece	1/Piece	15 Piece
43	Developer Box	Piece	1 Piece/box	5 Piece
44	DG 16probe	Piece	1/Piece	15 Piece
45	Digital SLR camera 70 D macro lens with ring flash	Piece	1/Piece	3 Piece
46	Dippen Dish	Piece	1/Piece	225 Piece
47	Distal end cutter	Piece	1/Piece	52 Piece
48	Double ended retractor medium	Piece	Piece	90 Piece
49	Dycal Applicator small tip	Piece	Piece	200 Piece
50	Egg shape burnisher	Piece	1/Piece	24 Piece
51	Electric pulp tester	Piece	Piece	4 Piece
52	Electrolightic polishing liquid	ml	1Ltr./bottle	6 Bottle
53	Endomotor	Piece	Piece	2 Piece
54	Endo File Box	Nos	1/Piece	112 Piece
55	Endo gauge	Piece	Piece	150 Piece
56	Engineering scale	Piece	1/Piece	6 Piece
57	Examinations Set	Piece	setof 3	1600 Piece
58	Excavater	Nos	1 no	130 Piece

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
59	Explorer	Piece	1/Piece	36 Piece
60	Extraction forcep Kit (Adult)	Piece	12/kit	3 Kits
61	Face Bow large, Medium, Small	Piece	1/Piece	150 Piece
62	Face Mirror	Piece	1/Piece	30 Piece
63	Fissure Bur	Piece	Piece	344 Piece
64	Fissure bur Metal (prosthetic use)	Piece	Piece	150 Piece
65	Flask Press	Piece	1+2/set	24 Piece
66	Flat plier carbide tip	Piece	1/Piece	32 Piece
67	Glass slab (12x12")	Piece	1/Piece	100 Piece
68	Gracy curette	Piece	7Piece/set	10 Set
69	Half hallen black carver	Piece	1/Piece	30 Piece
70	Heavy duty plier	Piece	1/Piece	7 Piece
71	Heavy wire cutter	Piece	1/Piece	20 Piece
72	Hi Speed Grinder	Piece	1/Piece	4 Piece
73	High pressure portable suction machine	Piece	1Piece/set	4 Piece
74	High speed hand Piece	Piece	1/Piece	130 Piece
75	Hollow chop plier	Piece	1/Piece	35 Piece
76	Hydraulic press	Piece	1/Piece	10 Piece
77	Ideal dentieat/edentulas mould	Piece	2/mould	8 Piece
78	Implant driver	Piece	1/Piece	6 Piece
79	Implant Instrument	Piece	1/Piece	3 Piece
80	Implant mobility measuring device	Piece	1/Piece	3 Piece
81	Impression Tray cd	Piece	8pc/set	20 Set
82	Impression tray half tray	Piece	8pc/set	140 Set
83	Impression tray assorted	Piece	8pc/set	55 Set
84	Impression tray Set peado trays	Piece	8pc/set	20 Set
85	Instrument clean brush	Piece	Piece	225 Piece
86	Instrument dis infectant	ml	2 Ltr./ bottle	70 Bottle
87	Instrument trolley	Piece	Piece	20 Piece
88	Jet Torch/ ham torch	Piece	1/piece	45 Piece
89	Kite shape carver	Piece	1/Piece	30 Piece

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
90	Lead Apron	Piece	1 Piece	2 Piece
91	Ligature Cutter TC	Piece	1 Piece	40 Piece
92	Ligature tucker	Piece	1/Piece	40 Piece
93	Local Paint brush 02& 03	Pcs.	1/Piece	24 Piece
94	Local type 3 articulator (haxaus copy)	Piece	1/Piece	50 Piece
95	Loop forming plier	Piece	1/Piece	16 Piece
96	Loops 2.5 & 3.5	Piece	1/Piece	25 Piece
97	Macro lens for Nikon D 7000	Piece	1/Piece	3 Piece
98	Mandrel	Piece	1/Piece	250 Piece
99	Matthew Forceps	Piece	1/Piece	70 Piece
100	Maxillofacial surgical Kit	Piece	kit	6 Kits
101	Miller forcep	Piece	1/Piece	10 Piece
102	Mixing Bowl rubber and silicon	Piece	1/Piece	75 Piece
103	Model Trimmer	Piece	1/Piece	4 Piece
104	Mortar & pestle	Piece	2/set	75 Set
105	Mouth Mirror Head	Piece	1/Piece	1500 Piece
106	Neck lead collar	Piece	1/Piece	2 Piece
107	Needle Holder	Piece	1/Piece	50 Piece
108	Osteotome concave Kit	Kit	kit of5	1 Kit
109	Osteotome convex Kit	Kit	kit of5	1 Kit
110	Periosteal Elevater	Piece	1/Piece	50 Piece
111	Periotest M	Piece	1/Piece	30 Piece
112	Photo graphic Mirror	Set	4/set	6 Set
113	PHYSIO DISPENSER Piece	Set	4/set	1 Set
114	Plaster cutting plier	Piece	1/Piece	30 Piece
115	Plaster knife	Piece	1/Piece	70 Piece
116	Plaster spatula	Piece	1/Piece	36 Piece
117	Plastic instrument	Piece	1/Piece	100 Piece
118	Plunger	Piece	1/Piece	300 Piece
119	Polishing buff with mandrel	Piece	1/Piece	125 Piece
120	Porcelien firring tray	Piece	1/Piece	8 Piece

Item No.	Name of Goods, Technical Description, Specifications, and Standards	Accounting Unit	Accounting Unit / Packing	Estimated Quantity
121	Posicionader (Cone Endo +)	Kit	1 Kit	1 Kit
122	Pressure measuring gauge	Piece	1/Piece	5 Piece
123	Ring flash DG for Nikon D 7000	Piece	1/Piece	4 Piece
124	Round plier	Piece	1/Piece	12 Piece
125	Rubber Dam Clamp different sizes	Piece	1/Piece	150 Piece
126	Sand paper holder (mandrel)	Piece	1/Piece	50 Piece
127	SCALER	Piece	1/set	10 Set
128	Scaler tip wood pecker	Piece	5Piece/pack	110 packet
129	Scalpel Piece	Piece	1/Piece	40 Piece
130	Scissor curved	Piece	1/Piece	115 Piece
131	Scissor small , medium TC	Piece	1/Piece	150 Piece
132	Sickle probe	Piece	1/Piece	110 Piece
133	Separator plier	Piece	1/Piece	20 Piece
134	Shade guide (vita) 3d	Piece	1/Piece	6 Piece
135	Sickle hand scaler	Piece	1/Piece	27 Piece
136	Simple hinge articulator	Piece	1/Piece	50 Piece
137	Sinus lift Kit Crestle	Piece	1/Piece	4 Piece
138	Slow Speed Hand Piece	Piece	1/Piece	32 Piece
139	Spirit lamp steel	Piece	1/Piece	130 Piece
140	Surgical operating Microscops	Piece	1/Piece	1 Piece
141	Surveyor with complete tool	Piece	1/Piece	13 Piece
142	Three prong plier	Piece	1/Piece	26 Piece
143	Tissue forcep	Piece	1/Piece	70 Piece
144	Tweed edge wise pliers	Piece	1/Piece	20 Piece
145	Tweeds torquing plier	Piece	1/Piece	23 Piece
146	Vernier caliper	Piece	1/Piece	8 Piece
147	Vibrators	Piece	1/Piece	5 Piece
148	Wax carver	Piece	1/Piece	50 Piece
149	Wax Heater	Piece	1/Piece	4 Piece

2. (a) **PRICE SCHEDULE IN PAK RUPEES delivered duty paid (DDP BASIS)**

FOR GOODS OFFERED WITHIN THE PROCURING AGENCY'S COUNTRY

S#	Detailed Specification of Goods	Model / Cat No.	Name of Manufacturer	Country of Origin	Quantity of Stores	Unit	Rate Per Unit	Total Price
1	2	3	4	5	6	7	8	9
Total Amount in Pak Rs.								

Name _____

In the capacity of _____

Signed _____

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

Date _____

2. (B) PRICE SCHEDULE IN FOREIGN CURRENCY (CFR / C&F BASIS)

FOR GOODS OFFERED FROM OUTSIDE THE PROCURING AGENCY'S COUNTRY

S#	Detailed Specification of Goods	Model / Cat No.	Name of Manufacturer	Country of Origin	Quantity of Stores	Unit	Curr-ency	Rate Per Unit	Total Price
1	2	3	4	5	6	7	8	9	10
Total Amount in Foreign Currency									

Name _____

In the capacity of _____

Signed _____

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

Date _____



BIDDING DOCUMENT
Single Stage - Two Envelope Bidding Procedure

**PROCUREMENT OF DENTAL EQUIPMENT /
INSTRUMENTS**

No. DUHS/P&D/2015/7243 Dated 18 April 2015

Reference No. P&D/7243 – 03

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A: Instructions to Bidders. (ITB)

1. INTRODUCTION

1. GENERAL

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 35.1**.

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" means 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.

2. THE BIDDING PROCEDURE

4. Single Stage - Two Envelope Procedure

- (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (b) Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (d) Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (e) 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;
- (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
- (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (j) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.

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

3. 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. Instructions to Bidders (ITB);
- ii. General Conditions of Contract (GCC);
- iii. Special Conditions of Contract (SCC);
- iv. Schedule of Requirements;
- v. Technical Specifications;
- vi. Contract Form;
- vii. Manufacturer's Authorization Form;
- viii. Performance Guarantee Form;
- ix. Bid Form; and
- x. Price Schedules.

5.2 In case of discrepancies between the Invitation for Bids (IFB) / Tender Notice 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 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.
- 6.2 All prospective bidders that have received the bidding documents will be notified the amendment(s) in writing, 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 Procuring Agency may, at its discretion, extend the deadline for submission of the bids.

4. PREPARATION OF 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 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.

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 and related services 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 Schedules. 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 Prices proposed in the Price Schedule Forms for Goods, shall be disaggregated, when appropriate. 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:
 - (a) Price Schedule For Goods offered from within the Procuring Agency's country:
 - (i) Detailed Specification of Stores
 - (ii) Model / Cat No.
 - (iii) Name of Manufacturer.
 - (iv) Country of Origin
 - (v) Quantity of Stores
 - (vi) Unit
 - (vii) 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 payable on the components and raw material used in the manufacture or assembly of goods, or on the previously imported goods of foreign origin;
 - (viii) 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
 - (ix) the total price for the item.
 - (b) Price Schedule For Goods offered from outside the Procuring Agency's country:
 - (i) Detailed Specification of Stores
 - (ii) Model / Cat No.
 - (iii) Name of Manufacturer.
 - (iv) Country of Origin
 - (v) Quantity of Stores
 - (vi) Unit
 - (vii) Currency of Bid

- (viii) the unit price of the goods quoted on CFR / C&F basis (Karachi Port), in the Procuring Agency's country;
- (ix) the total price for the item in foreign currency.

9.6 Final Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

9.7 If it was 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 bidder.

10. BID CURRENCIES

10.1 Prices shall be quoted in Pakistani Rupees for goods offered within the Procuring Agency's country on delivered duty paid (DDP).

10.2 Price shall be quoted in foreign currency for goods offered outside the Procuring Agency's country on CFR / C&F Basis.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

11.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring Agency'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 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
- (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 characteristics of the goods; and
 - (b) an item-by-item commentary on the Procuring Agency'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 Specifications.
- 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 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 substitutions ensure substantial equivalence to those designated in 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 Bid Data Sheet and SCC. Unsuccessful bidders' 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 28 days beyond the bid validity period.
- 13.2 The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the Security's forfeiture;
- 13.3 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity; or
 - (b) in the case of a successful Bidder, the Bidder fails:
 - (i) to sign the Contract; or
 - (ii) to complete the supplies in accordance with the General Conditions of Contract.

14. BID VALIDITY

14.1 Bids shall remain valid for 90 days from the date of its opening. A bid valid for a shorter period shall be treated as non-responsive and rejected.

14.2 The Procuring Agency 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.

15. ALTERNATIVE BIDS

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 given as per following table.

Sr. No.	Description of Stores	Statement of Variation from Specifications	Reasons for Variations

5. SUBMISSION OF BIDS

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 Bid Data Sheet; and
- (c) bear the Procuring Agency's name and address i.e. Dow University of Health Sciences, Baba-e-Urdu Road, Near Civil Hospital, Karachi and a statement: "DO NOT OPEN BEFORE," the time and date specified in the Bid Data Sheet.

16.2 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.

17. DEADLINE FOR SUBMISSION OF BIDS

17.1 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.

17.2 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.

18. **LATE BID**

18.1 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.

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.

6. OPENING AND EVALUATION OF BIDS

20. OPENING OF BIDS BY THE PROCURING AGENCY

22.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 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.

22.3 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.

21. CLARIFICATION OF BIDS

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

22. PRELIMINARY EXAMINATION

22.1 The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether

required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 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.
- 22.4 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.
- 22.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. EVALUATION AND COMPARISON OF BIDS

- 23.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 23.2 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.
- 23.3 The Procuring Agency's evaluation of a bid will take into account, in addition to the bid price quoted, one or more of the following factors, and quantified in ITB Clause 24:
 - (a) **Incidental costs**
Incidental costs provided by the bidder will be added by Procuring Agency to the bid price at the final destination.
 - (b) **Delivery schedule offered in the bid**
The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement.

- (c) **Deviations in payment schedule from that specified in the Special Conditions of Contract**

Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.
- (d) **Cost of components, mandatory spare parts, and service**

The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.
- (e) **Availability of spare parts and after sales services for the equipment offered in the bid**

The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.
- (f) **Projected operating and maintenance costs during the life of the equipment;**

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.
- (g) **Performance and productivity of the equipment offered**

Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

24. EVALUATION / QUALIFICATION CRITERIA

24.1 Merit Point System:

The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.

A. PRODUCT EVALUATION

S#	PARAMETERS	SUB-PARAMETERS	Total Marks
1	Conformity to the Purchaser's Specifications		25
		Fully compliant with the required specifications	25
		Compliant with minor deviation (up to 10% subject to main function is not effected)	20
2	Product Certification		15
		Food and Drug Administration (FDA) 510K and European Community (CE) MDD or Japan Industrial Standard (JIS)	15
		European Community (CE) MDD and Japan Industrial Standard (JIS)	14
		Food and Drug Administration (FDA) 510K	8
		European Community (CE) MDD	7
		Japan Industrial Standard (JIS)	7
3	Product global acceptability / performance		10
		World wide satisfactory performance certificates from the medical institutions (other than Pakistan) (1.5 marks for each certificate upto maximum 8) verified by the relevant countries	10
TOTAL MARKS PRODUCT EVALUATION (A)			50

B. BIDDER EVALUATION

S#	PARAMETERS	SUB-PARAMETERS	Total Marks
4	Legal Requirement		6
		Authorization Certificate	2
		Partnership Deed with manufacturer	2
		Taxation Certificate (NTN and GST)	2
5	Technical Staff		14
		Simple Technician (minimum two)	3
		Diploma Engineers (minimum two)	3

S#	PARAMETERS	SUB-PARAMETERS	Total Marks
		Graduate Engineers (For High Tech / Critical equipment Graduate Engineer of relevant field is mandatory for each product)	5
		MSc / PhD qualification/Foreign training	3
6	Networking and Training		8
		Networking setup across Pakistan (1 mark for each setup upto maximum 6)	6
		Certificate to the affect that the firm will provide training in the use of equipment to the relevant technical staff. Training plan must be attached with certificate	2
7	Testing & Calibration Equipment		4
		List of tools , testing equipment and calibration equipment relevant to the product	2
		Spare Parts readily availability (Inventory list)	2
8	Past Experience / Performance		4
		Satisfactory performance certificate for the quoted equipment from the medical institutions within Pakistan (1 mark for each certificate upto maximum 4)	4
9	Financial Status		6
		Bank Certificate	2
		Last year verified Balance Sheet	2
		Yearly turn-over of over 100 Million	2
10	Bonus points		8
		Special features	2
		Warranty period extension free of cost (the firm offered greater period will get the marks) warranty must be from original manufacturer	2
		Comparative Running Cost (consumeables / reagents / replacement parts	2
		Post warranty maintenance contract, including service and parts, rates (companies to offer precentage (%) of the contract value in the technical bid. The lowest will get the full marks. The rates must come from the original manufacturer	2
TOTAL BIDDER EVALUATION (B)			50
GRAND TOTAL (A + B)			100

Note:

- If a bidder fails to obtain minimum 20 marks, against the criteria “**Conformity to the Purchaser's Specifications**”, his offer will not be considered for further evaluation and rejected.
- Bidders achieving minimum 70 marks will be considered only.

24.2 Litigation History

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

25. CONTACTING THE PROCURING AGENCY

25.1 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.

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

26. REJECTION OF BIDS

26.1 Notwithstanding anything stated here-before after the Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.

27. RE-BIDDING

27.1 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 prevailing Rules.

28. ANNOUNCEMENT OF EVALUATION REPORT

28.1 The Procuring Agency will announce the Evaluation Report and the resultant acceptance or rejection of bids at least seven days prior to the award of procurement contract.

7. AWARD OF CONTRACT

29. ACCEPTANCE OF BID AND AWARD CRITERIA

29.1 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.

30. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES

30.1 The Procuring Agency reserves the right to increase or decrease the quantity of stores originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

31. LIMITATIONS ON NEGOTIATIONS

31.1 The Procuring Agency reserves the right to hold negotiation of rates, delivery schedule or completion schedule for all the items or any item.

31.2 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 / bid and / or selection of successful bidder..

32. NOTIFICATION OF AWARD

32.1 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.

33. SIGNING OF CONTRACT

33.1 While conveying acceptance of bid to the successful bidder, the Procuring Agency will send the bidder Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.

33.2 Ten days after the official announcement of the award, both the successful Bidder and the Procuring Agency will sign and date the Contract on legal stamp paper valuing 0.30% of the value of contract (cost will be borne by the bidder). 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 upto 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.

34. PERFORMANCE SECURITY

34.1 One day before the date of signing of the Contract, the successful Bidder shall furnish Performance Security 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 specified at Clause 3 in the Special Condition of Contract.

- 34.2 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.

35. CORRUPT OR FRAUDULENT PRACTICES

- 35.1 (a) 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:
- (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 execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- (b) 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.
- (c) 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.

B: General Conditions of Contract (GCC)

1. DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "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.
- (b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its Contractual obligations.
- (c) "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.
- (d) "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.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the Dow University of Health Sciences, Karachi.
- (h) "The Bidder" means the individual or firm supplying the goods under this Contract.
- (i) "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.

3. STANDARDS

3.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications goods eligibility criteria.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 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.

4.2 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.

4.3 The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Supplies.

5. PATENT RIGHTS

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

6. ENSURING STORAGE ARRANGEMENTS

6.1 To ensure storage arrangements for the intended supplies, the Bidder shall inform the Procuring Agency 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 Procuring Agency 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.

7. INSPECTIONS, TESTS AND TRAINING

7.1 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.

7.2 The Procuring Agency's 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.

- 7.3 Any specialized training required for the smooth operation of the goods shall be the responsibility of the Bidder.

8. DELIVERY AND DOCUMENTS

- 8.1 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.

9. INSURANCE

- 9.1 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.

10. TRANSPORTATION

- 10.1 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.
- 10.2 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.

11. INCIDENTAL SERVICES

- 11.1 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.

12. WARRANTY / GUARANTEE

- 12.1 The term period of warranty / guarantee mean the period of twelve (**12**) **months** form the date on which the Stores have been put into operation and demonstrated to the University staff. In any case this period shall not exceed eighteen (18) months from the date of taking-over certificate.
- 12.2 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.

- 12.3 The provisions 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.
- 12.4 The contractor shall provide warranty / guarantee for supply of kits and chemicals, consumables, films etc. for at least 05 years (where applicable).
- 12.5 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.**
- 12.6 In case of consumable items, kits, chemicals, films etc. the contractor shall remain responsible for specificity, efficacy & sensitivity with maximum period of expiry as much allowed by manufacturer.
- 12.7 The Procuring Agency shall promptly notify the Bidder in writing of any claims arising out of this warranty.

13. PAYMENT

- 13.1 The method and conditions of payment to be made to the Bidder under this Contract are specified in SCC.

14. ASSIGNMENT

- 14.1 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.

15. DELAYS IN THE BIDDER'S PERFORMANCE

- 15.1 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.
- 15.2 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.
- 15.3 Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

16. PENALTIES LIQUIDATED DAMAGES

16.1 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.

17. TERMINATION FOR DEFAULT

17.1 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:

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

18. FORCE MAJEURE

18.1 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.

19. TERMINATION FOR INSOLVENCY

19.1 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.

20. ARBITRATION AND RESOLUTION OF DISPUTES

20.1 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.

20.2 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.

20.3 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.

21. PACKING

21.1 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.

21.2 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.

22. GOVERNING LANGUAGE

22.1 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.

23. APPLICABLE LAW

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

INVITATION FOR BIDS (IFB)

No. DUHS/P&D/2015/7243 Dated 18 April 2015

Bids are invited under sealed cover (clearly mark in bold letters on envelope for the bid applied for) on DDP / C&F basis from authorized Dealers / Distributors / Manufacturers, registered with GST & Income Tax, for the supply of items required by Dow University of Health Sciences (DUHS), Karachi.

Name of Bid	Reference No.	Bidding Procedure
Procurement of Dental Material & Consumables (Rate Contract Basis)	P&D/7243 - 01	Single Stage One Envelope
Procurement of Dental Instruments & Allied Articles	P&D/7243 – 02	Single Stage One Envelope
Procurement of Dental Equipment / Instruments	P&D/7243 – 03	Single Stage Two Envelope

Tender Fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bid Security	2% of the total bid value.
Purchasing Date	22 April 2015 to 06 May 2015
Pre-Bid Meeting	06 May 2015 at 02:15 p.m.
Bids Delivery Date & Time	07 May 2015 at 11:00 a.m.
Bid Opening Date & Time	07 May 2015 at 11:30 a.m. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time.

The bidding document may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee i.e. Rs. 2,000/- (Rupees two thousand only) in shape of Pay Order / Demand Draft in favour of Dow University of Health Sciences, Karachi. Bidding Documents are also available at DUHS / SPPRA website. Interested Bidders may obtain further information personally from Directorate of Planning & Development from 11:00 A.M. to 02:00 P.M.

Note: Procuring agency (PA) may cancel / delete any item either reduce or enhance quantity. PA may reject all or any bid subject to the provision of SPPRA Rule 25 (1).

DIRECTOR PLANNING & DEVELOPMENT
DOW UNIVERSITY OF HEALTH SCIENCES
THIRD FLOOR, ADMIN BLOCK
BABA-E-URDU ROAD, NEAR CIVIL HOSPITAL, KARACHI
PHONE NO. +92-21-99215754-7 (EXT. 5142 & 5144)
E-MAIL: procurement@duhs.edu.pk

D: 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.
- ITB 1.1** Name of Contract: **PROCUREMENT OF DENTAL EQUIPMENT / INSTRUMENTS.**
No. DUHS/P&D/2015/7243 Dated 18 April 2015
Ref: No. P&D/7243 – 03

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 **2%** 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:
PROCUREMENT OF DENTAL EQUIPMENT / INSTRUMENTS.
No. DUHS/P&D/2015/7243 Dated 18 April 2015
Ref: No. P&D/7243 – 03
- ITB 16.1 (c)** Dow University of Health Sciences, Baba-e-Urdu Road, Near Civil Hospital, 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: 07 May 2015 at 11:00 a.m.**

OPENING & EVALUATION OF BIDS

- ITB 20.1** The bid opening shall take place at:
Dow University of Health Sciences,
Baba-e-Urdu Road, Near Civil Hospital, Karachi
Date: 07 May 2015
Time: 11:30 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** One day before the signing of 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.

E: Special Conditions of Contract (SCC)

1. DEFINITIONS (GCC CLAUSE 1)

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

GCC 1.1 (h) The Bidder is: _____
(name and address of the successful bidder)

2. 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 @ 2% 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

3. 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.

4. 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:

- i. 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).
- ii. 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.
- 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. Manufacturer's or Bidder's warranty certificate.
- v. Inspection certificate issued by the nominated inspection committee along with Bidder's factory inspection report.
- vi. Certificate of origin.

(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:

- 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 marked "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. Manufacturer's or Bidder's warranty certificate.
- v. Inspection certificate, issued by the nominated inspection agency along with Bidder's factory inspection report.
- vi. 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.

5. 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.

6. 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.**

7. 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.

8. 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:

The liquidated damage shall be 0.5 % per week or 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 Procuring Agency shall rescind the contract, without prejudice to other courses of action and remedies open to it.

9. "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

10. 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.

12. GOVERNING LANGUAGE (GCC CLAUSE 22)

GCC 22.1 The language of this Contract shall be English.

11. 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.

12. NOTICES

Procuring Agency's address for notice purposes:

Dow University of Health Sciences, Baba-e-Urdu Road, Near Civil Hospital,
Karachi.

Phone No. +92-21-99215754-7 (EXT. 190 & 191)

Fax No. +92-21-99215763

E-mail: 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 _____

F: Schedule of Requirements

1. SCHEDULE OF REQUIREMENTS

1.1 For Goods supplied from within the Procuring Agency's country (DDP Basis)

- i) The entire stores must be delivered, installed and put into operation as early as possible after the contract award.
- ii) The bidder shall give in the offer his own schedule for the delivery and installation of various items of the Stores which shall be negotiable and subject to approval of the Procuring Agency.
- iii) The delivery period shall start from the date of contract signature.

1.2 For Goods supplied from outside the Procuring Agency's country (CFR / CNF Basis):

- i. 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.
- ii. The bidder must indicate in his offer the port **from where** the Stores will be **shipped**.
- iii. The delivery period shall start from the date of opening of letter of credit.

G: Technical Specifications

Item No.	NAME OF GOODS, TECHNICAL DESCRIPTION, SPECIFICATIONS, AND STANDARDS	Qty.
1.	CONE BEAM COMPOUND TOMOGRAPHY (CBCT) SYSTEM	1 No.
2.	ENDO DONTIC OPTURATION SYSTEM <ul style="list-style-type: none"> • For back fill procedures • With Ultrasonic canal cleaning option • Made in north America / western Europe 	3 Nos.
3.	STEREO MICROSCOPE <ul style="list-style-type: none"> • Large Zoom range 8 : 1 • Apochromatic corrected zoom system and interchangeable front optics • Integrated LED illumination for reflected, transmitted and mixed light • Fiber optic cold light source with various light guides and accessories for high brightness and special contrasts. • Combine boom tilt-arm stands with low mag front optics to observe large samples. • Stemi 508 doc for documentation – phototube with 100/0 split to the right, 0,5x camera adapter with 60N interface included. All Axiocam cameras, SLR and video cameras. • Integrated Image capturing capability with following specification: <ul style="list-style-type: none"> • Exposure time of 100 μs up to 2 s • Live frame rate of up to 47 fps • USB 3.0 connection • 5 megapixels resolution 	2 Nos.
4.	DENTAL OPERATING MICROSCOPE <ul style="list-style-type: none"> • Magnification System: Manual Apochromatic Magnification changer • Eyepieces: 12.5x wide-field eyepieces, suitable for eyeglass wearers as well. • Tubes: Focusable working distance 200 – 300 mm • Illumination System: Xenon Illumination • Handgrip: Comfort handgrip • Mount Mobility: MORA interface with 120° Coupler • Suspension System: Floor stand • Accessories: <ul style="list-style-type: none"> • Integrated HD Video Camera Live & Streaming (Full HD 1080p) with recording license. • HD Monitors • External Video Solutions • Adapter for digital Camera 	2 Nos.

Item No.	NAME OF GOODS, TECHNICAL DESCRIPTION, SPECIFICATIONS, AND STANDARDS	Qty.
5.	DIGITAL X-RAY SYSTEM True Image resolution 16lp/mm Technology Super CMOS Connection USB 2.0 – High Speed. Size 1 – Size 2. All purpose sensor providing the best compromise between ease of use and active area. Large surface sensor featuring active area 60% greater than size 1 sensor for bitewing images Outside dimensions 27,6 x 37,7 mm 32,2 x 44,2 mm. Dimension of active area 22,2 x 29,6 mm 26, 6 x35,5 mm Sensor plate thickness 7,3mm 7,3 mm.	2 Nos.
6.	ANATOMICAL ARTICULATOR SEMI & FULL ADJUSTABLE	2 Nos.

SPECIAL NOTE:

- **The Purchaser will evaluate and compare the bids on itemized basis OR on the basis of a group OR a combination of groups OR as total of groups.**
- **Equipment must be quoted with all the standard accessories.**
- **UPS/Power protection for the equipment shall be incorporated in the systems, otherwise prices must be quoted separately.**
- **All the civil works will be carried-out by the Dow University of Health Sciences, Karachi with the consultation of the responsive bidder.**
- **The bidder shall separately quote the price of service contract inclusive of parts as well as excluding the parts for 5 years (minimum) in term of %age for total contract value.**
- **Bidder must be provided the User/Technical/Maintenance/Service manuals and Service Keys with each equipment.**

H: Sample Forms

1. PERFORMANCE GUARANTEE/SECURITY FORM

To: [Name & Address of the Procuring Agency]

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 Words 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

Address

Date

I: Bid Form & Price Schedule

1. BID FORM

To: The Dow University of Health Sciences
Karachi

Dear Sir,

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 Rs. _____]**,

[Bid Amount in words _____ only]

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 Procuring Agency.

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 Procuring Agency, 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 _____

2. (a) **PRICE SCHEDULE IN PAK RUPEES delivered duty paid (DDP BASIS)**

FOR GOODS OFFERED WITHIN THE PROCURING AGENCY'S COUNTRY

S#	Detailed Specification of Goods	Model / Cat No.	Name of Manufacturer	Country of Origin	Quantity of Stores	Unit	Rate Per Unit	Total Price
1	2	3	4	5	6	7	8	9
Total Amount in Pak Rs.								

Name _____

In the capacity of _____

Signed _____

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

Date _____

2. (B) PRICE SCHEDULE IN FOREIGN CURRENCY (CFR / C&F BASIS)

FOR GOODS OFFERED FROM OUTSIDE THE PROCURING AGENCY'S COUNTRY

S#	Detailed Specification of Goods	Model / Cat No.	Name of Manufacturer	Country of Origin	Quantity of Stores	Unit	Curr-ency	Rate Per Unit	Total Price
1	2	3	4	5	6	7	8	9	10
Total Amount in Foreign Currency									

Name _____

In the capacity of _____

Signed _____

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

Date _____