



BIDDING DOCUMENT

Single Stage - Two Envelope Bidding Procedure

**PROCUREMENT OF DRUGS / MEDICINES / SURGICAL
CONSUMABLES / DISPOSABLES / CONTRAST MEDIA
AND ALLIED ITEMS**

N.I.T No. DUHS/DP/2017/27 Dated 02 October 2017



Dow University of Health Sciences

PROCUREMENT OF SERVICES FOR CONVOCATION 2017

NIT No. DUHS/DP/2017/25 Dated 27 July 2017

SCOPE OF WORK

Dow University of Health Sciences (DUHS), Karachi intends to procure Drugs / Medicines / Surgical Consumables / Disposables / Contrast Media & allied items meeting the requirement from the eligible bidders.

DUHS expects that aspirant bidders should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, enclose required supporting documents according to the requirement.

GENERAL CONDITIONS & INSTRUCTIONS

- 1) **The contract will be valid for 12 Months, extendable with mutual consent for further 12 months or till the finalization of new contract.**
- 2) Bids should be submitted in accordance with SPPRA Rules 46 (2) – 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.
- 3) The committee in the presence of the bidders or their authorized representatives, who may like to be present, will open the bids publicly.
- 4) The Bids shall be evaluated in accordance with the specified evaluation criteria.

- 5) In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.
- 6) Any Bid not received as per terms and conditions of the Bid Document is liable to be ignored. Offer shall not be considered if:
 - i. Bid received without original bid document purchase receipt.
 - ii. Bid received without prescribed Bid Security.
 - iii. Bid received after the time and date fixed for the bid opening.
 - iv. Unsigned Bid.
 - v. Ambiguous Bid.
 - vi. Conditional Bid.
 - vii. Bid from a firm blacklisted, suspended or removed from the approved list.
 - viii. Bid through telegram.
 - ix. Bid with shorter bid validity period.
 - x. Bid not conforming to the technical requirements.
- 7) 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.
- 8) Language of the Bid: 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.
- 9) **Technical Proposal should have the following documents:**
 - i. Original bid document purchase receipt else the bids will be rejected.
 - ii. Photocopy of Pay Order / Demand Draft of requisite Bid Security.
 - iii. Copy of the Price Schedule without showing the rates.
 - iv. Complete Profile of the Bidder with legal status, organization structure and nature of business.
 - v. Income Tax Certificate
 - vi. Professional Certificate
 - vii. GST / SST Registration Certificate (if applicable)
 - viii. Valid Drug Sale License.
 - ix. A certificate / affidavit that firm (or consortium) is not black listed by any Government / Semi Government / Autonomous Body etc. and not involved in any kind of insolvency litigation (as per attached format).
 - x. Documentary evidence in support of evaluation and qualification criteria.

- 10) **Financial Proposals should have the following documents:**
- i. Original Pay Order / Demand Draft of Bid Security.
 - ii. Original copy of the Financial Proposals with Quoted price and prescribed certificate. The offer should be in Pak Rs. on Delivered Duty Paid (DDP) Basis at consignee's end.
- 11) All rules, regulations and policies will be governed in accordance to the Sindh Public Procurement Regulatory Authority and Dow University of Health Sciences, Karachi.
- 12) 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.
- 13) The bidder must be registered with GST / SST and Income Tax Departments and must be a valid Drug Sale License holder otherwise their offer will not be considered and rejected straightaway.
- 14) Printed Price List of the Manufacturer / Importer indicating Trade Price and Retail Price which should be duly signed and stamped by the Authorized person of the Firm must be provided on request of the procuring agency to verify the rates.
- 15) The tender must be free from erasing, cutting and over writing. In case of erasing, cutting and over writing, authorized person should initial and stamped it, else the offer will not be entertained.
- 16) The rates of each item should be written in figures and words. In case of discrepancy the price in words will be authenticated and final.
- 17) Conditional bids against the Govt. Rules / policy will not be considered / entertained / accepted.
- 18) 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.
- 19) DUHS will evaluate and compare the bids on the basis of a group OR a combination of groups OR as total of groups OR itemized basis.
- 20) Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Purchaser in the Contract Award.
- 21) Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
- 22) 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.
- 23) Procuring Agency reserve the right to cancel any or all the items, if supplies are contrary to the requisite specification and conditions of the order.
- 24) Invoice / Bill, Purchase Order & Delivery Challan / Completion Certificate should be submitted to Procuring Agency.
- 25) The Bidder shall pay the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.
- 26) The tendered rate should be inclusive of all applicable taxes to Federal & Provincial Govt. or local bodies and will be deducted from the bill of the bidder / contractor.

- 27) General Sales Tax / Sindh Sales Tax will be paid on applicable items only by the company / firm / agency.
- 28) Required documents shall be submitted, if the bidder / Supplier will claim Tax exemption facility regarding non deduction of Advance Income Tax.
- 29) Related work may be alter, remove, added or deleted to scope if considered essential to complete related task assigned.
- 30) Bidder shall NOT claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
- 31) The Bidder shall furnish, as part of its proposal, a Bid Security amounting to Rs. 500,000/- (Rupees five hundred thousand only) in the shape of Pay Order or Bank Draft issued by a schedule bank of Pakistan in favor of Dow University of Health Sciences, Karachi. The Bid Security shall remain valid for a period of 28 days beyond the bid validity period. The Bid Security is refundable to unsuccessful bidders but will be confiscated in case the bidder backs out or fails to abide the conditions of contract agreement.
- 32) 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.
 - 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.
- 33) Procuring agency shall not be responsible for the expenses to be incurred on maintenance of equipment / Ancillaries (if any).
- 34) 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. All the bids with alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security shall not be considered and both bids, original and alternate will be rejected.
- 35) The Bidder shall quote the price on the given Price Schedule, and shall sign the certificate given therein to the effect that the goods shall be provided exactly in accordance with the requirements of the procuring agency. In case there is any deviation, it should be clearly stated by the Bidder separately, describing deviation from Specifications, otherwise it would be presumed that offer is strictly in accordance with the requirement and specifications. Only those items shall, be typed on the price schedule / separate letter-head (as per serial number of item) for which the rates are to be quoted.
- 36) The quoted rates once offered by the bidder will not be changed during the contract period.
- 37) 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.
- 38) It is mandatory that the drugs / medicines supplied by the bidder should be registered with the DRAP.

- 39) All the goods supplied shall conform to the specifications approved by the DRAP.
- 40) Each item shall be supplied to Purchasing Agency in the packing and packaging unit as approved and registered by the DRAP.
- 41) The labels shall comply with all the requirements as laid down under the Drugs Labeling and Packing Rules 1986. The strip / blister shall clearly indicate expiry date of the same medicine in a clearly legible manner.
- 42) The items related to the category of Absorbent Cotton / Surgical Gauze / Cotton Bandages / Crepe bandage, etc. shall be supplied in strict compliance with the instructions in this regard as circulated vide Notification No. F.6-6/2005-Reg-II (south) dated 13/9/2006 by the then Federal Ministry of Health, Pakistan.
- 43) The supplies should be in commercial pack as per drug act 1976 and delivered at the consignees' end by the authorized representative of the firm at the risk and cost of the supplier. Any breakage or shortage of stock will be recovered from the supplier.
- 44) 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.
- 45) The bidder shall have to accept any further conditions introduced by the Government during the period of contract.
- 46) The Bidder should be 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.
- 47) Payment of the bills will be subject to the deduction of mandatory government taxes/levies.
- 48) Bidder shall comply with all Pakistani Laws, other, permits, codes and regulation applicable to the bidder's performance of services.
- 49) It should be ensured in writing that refrigerators must be in working condition at all the time, in case of electric failure / load shedding alternate arrangement must be available to maintain the temperature.
- 50) 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.
- 51) Goods of near expiry date, free medical physician samples and substitutes will not be acceptable.
- 52) The bidder will replace the drugs, medicines, injectable etc. three months before its expiry on the request of the DUHS administration.
- 53) In case of emergency / urgency, DUHS may order for supply of goods in required quantities and such supply shall be carried-out with shortest time period or as per the provisions of supply order, whichever is less.
- 54) 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
- 55) All documents should be submitted duly paginated / flagged and the detailed of the documents should also be mentioned in front of the Index.

TECHNICAL EVALUATION / QUALIFICATION CRITERIA

- a. Total point for Technical Proposal: **100**
 b. Minimum qualifying percentage is **70%**.
Bidders who secured less than 70% marks will be categorically disqualified for further process.

1. Years in business: *(please tick appropriate area)*
Note : Please provide supporting documents of your claims.
 - i. 11 + Years: 15 Marks
 - ii. 6 - 10 Years: 15 Marks
 - iii. 3 - 5 Years: 10 Marks

2. No. of Clients in public sector to whom similar services were provided: *(please tick appropriate area)*
Note : Please provide supporting documents of your claims.
 - i. 11 + 20 Marks
 - ii. 6 – 10 15 Marks
 - iii. 2 – 5 10 Marks

3. Corporate Clientele List to whom similar services were provided:
(Please tick appropriate area)
Note: please attach list with contact details & date of last event
 - i. 21 + Clients: 15 Marks
 - ii. 16 - 20 Clients: 10 Marks
 - iii. 05 - 15 Clients: 05 Marks

4. Firm / Company own the following facilities / Certificates: 30 Marks
(Please tick appropriate area)
Note : Please provide supporting documents of your claims.

Business setup / branches of similar nature (06 Marks)
 across Karachi (2 Marks for each setup)

 - i. Pharmacist (06 Marks)
 (2 Marks for each)
 - ii. Valid Drug Sale License (08 Marks)
 (Mandatory requirement)
 - iii. Cold Chain System (05 Marks)
 - iv. Managerial / Technical Staff (05 Marks)
 - a. At least 2 staff members (2 Marks)
 - b. 1 Mark for each additional staff member

5. Annual Revenue: *(please tick appropriate area)*
Note: Please provide bank certificate showing the turn-over / Last year Income Tax Return Form / Last year verified Balance Sheet
 - i. Rs. 31 + Million 20 Marks
 - ii. Rs. 20 + 30 Million 15 Marks
 - iii. Rs. 10 million – Rs. 20 million 10 Marks

NOTICE INVITING TENDER (NIT)

No. DUHS/DP/2017/27 Dated 02 October 2017

Dow University of Health Sciences (DUHS), Karachi hereby invites sealed bids offering **highest / maximum discount in terms of percentage (%age) on Retail Price** for the **procurement of Drugs / Medicines / Surgical Consumables / Disposables / Contrast Media & allied items** from reputable eligible bidders having registration with Federal Board of Revenue (FBR) for Income Tax / Sales Tax.

Tender Fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable in shape of Pay Order / Demand Draft in favor of Dow University of Health Sciences, Karachi
Bidding Procedure	Single Stage – Two Envelope
Bid Security	Rs. 500,000/-
Purchasing Date & Time	05 October 2017 to 20 October 2017
Bids Delivery Date & Time	21 October 2017 at 11:00 a.m.
Bid Opening Date & Time	21 October 2017 at 11:30 a.m. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time.

Bidding document may be purchased by interested bidders on the submission of a written application, NTN, GST Certificates and Pay Order / Demand Draft of tender fee during office hours. Bidding Documents are also available at DUHS and SPPRA websites. Interested Bidders may obtain further information personally from 11:00 A.M. to 02:00 P.M.

Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will be rejected.

The Dow University of Health Sciences, Karachi (DUHS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended 2013).

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

BID DATA SHEET

The following specific data for the goods / services to be procured shall complement, supplement, or amend the provisions in the Terms and Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in Terms and Conditions.

Name of Procuring Agency:	Dow University of Health Sciences, Karachi.
Name of Contract:	Procurement of Drugs / Medicines / Surgical Consumables / Disposables / Contrast Media & allied items
Bidding Procedure	Bids shall be accepted under the Single Stage - Two Envelope Procedure.
Language of Bid	Language of the bid shall be English
Bid Price	The quoted price shall be in Pak Rs. highest / maximum discount in terms of percentage (%age) on Retail Price Delivered Duty Paid (DDP) Basis at consignee's end.
Bid Security	The Bid Security shall not be less than 500,000/- of the total Bid price in Pak Rupees.
Bid Validity	Bid validity period shall be 90 days.
Alternate Bids	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. All the bids with alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security shall not be considered and both bids, original and alternate will be rejected.
Identification of bidding process	Procurement of Drugs / Medicines / Surgical Consumables / Disposables / Contrast Media & allied items No. DUHS/DP/2017/- 27 Dated 02 October 2017
Place of submission of Bids	Dow University of Health Sciences (Ojha Campus), Procurement Directorate, Library Building, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
Deadline for Bid Submission	21 October 2017 at 11:00 a.m.
Place, Date and time of Bid opening	Place: Dow University of Health Sciences (Ojha Campus), Procurement Directorate, Library Building, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi. Date: <u>21 October 2017 at 11:00 a.m.</u> Time: <u>11:30 a.m.</u>
Performance Security	The successful Bidder shall furnish the Performance Security amounting to Rs. 500,000/- from any scheduled banks in shape of Pay Order / Demand Draft.

SPECIAL CONDITIONS

1. Stores are required to be supplied as per the requirement of procuring agency, as and when required on emergency / urgency basis. The bidder may, however, give their shortest guaranteed delivery period, by which the supply will be completed positively.
2. 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 purchaser shall rescind the contract, without prejudice to other courses of action and remedies open to it.
3. Bidder should quote their firm and final rates both in figures and words on the basis of discount offered in term of percentage (%age) on Market Retail Prices of the goods on free delivery basis to consignees' end.
4. Any discrepancy in discount shall tantamount to breach of contract and DUHS reserves the right to cancel further contract at any moment.
5. The supplier of sub-standard adulterated spurious, counterfeit, misbranded or contaminated medicine(s) item(s) etc. may be black listed by the competent authority as per judgment of the drugs court or any other authority whose decision will be final and in accordance with the offence and hence their performance security may not be released till the case is decided by the court or any other authority.
6. If goods are declared sub-standard the bidder will be bound to supply additional quantity of whole batch free of cost.
7. The successful bidder shall sign the **Contract Agreement** with the Dow University of Health Sciences, Karachi on judicial stamp paper of Rs. 1,000/- as per approved format.
8. The drugs shall be accompanied by the necessary warranty on Form 2-A, in accordance with the provision of the Drugs Act 1976 and rules framed there under.
9. The supplies will be made at the OJHA Campus of Dow University of Health Sciences, Karachi.
10. The supply should be executed in minimum number of batches.
11. Part payment against part supplies will be permissible.
12. The Technical evaluation carried out by the Committee will be final.
13. No quoting firm would be allowed to withdraw its offer during the bid validity period.
14. Rates offered will be valid for the period of contract (extendable) and supplier will not be allowed to increase the rates in any case.

15. Only those item's Financial offer will be announced / considered which were technically qualify by the Committee, If any firm wants to give the separate item wise financial bid they are advised to give separate item wise sealed envelope (s) of every item and should mention the name of the item and tender serial number on the front in **BOLD and legible letters** to avoid confusion, else the Financial Proposal Envelope will be opened on qualified item basis and it will not be challenged by the Suppliers / Contractors to open the Financial Proposal of the disqualified items.
16. In case, the rates of two or more bidders found equal, the offer of the bidder who obtained highest points / score / marks will be accepted.
17. 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 of CDL, Karachi or on presence of any foreign particle seen by the competent authority, those will be destroyed and payment will not be made to the supplier. The supplier will be responsible to provide the fresh stock of standard quality within 3 days against the rejected batch. Otherwise amount equivalent to the supplied quantity of defective goods will be deducted from their bill and action will be initiated against the offending firm according to the Drugs Act. 1976 on terms and condition of the tender, whichever is applicable.
18. **PURCHASER'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS:**
The Procurement Committee reserves the right to approve / drop any item or scrap / cancel the tender as per relevant rules of SPPRA-2010 (Amended 2013).
19. **PERFORMANCE SECURITY:**
The bids security of Rs. 500,000/- from the successful bidders as received at the time of bids submission, shall be retained by the Procuring Agency as Performance Security till the end of contract period and will be released back to successful bidders after successful completion of all the contract obligations
20. **SHELF LIFE REQUIRED:**
Manufacturing and expiry dates must be written on the each pack. No Drug / Medicine item will be accepted having expiry less than 65% of shelf life in case of local manufacturing and 60% shelf life for imported items.
21. **BID EVALUATION:**
Bids will be evaluated in accordance with the attached Technical Evaluation / Qualification Criteria, acquiring 70% or more points / marks shall be eligible to qualify.
Bidder offering highest discount in term of percentage on Retail Price of goods will be awarded the contract.
18. **NOTIFICATION OF AWARD OF CONTRACT**
Prior to expiration of the bid validity period, the purchaser will notify the successful bidder in writing about the acceptance of the offer delivery by hand or by registered letter or by Courier. The notification of award will constitute the formation of the contract.
19. **AWARD OF CONTRACT & CONTRACT AGREEMENT**
Subject to the fulfillment of all codal formalities, the purchaser will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactory. Both parties i.e. Purchaser and Bidder will sign the

Contract Agreement on the stamp paper with stamp duties as per prevailing Govt. Rules the expenditure involved on the said contract agreement will be borne by the bidder.

20. REDRESSAL:

Redressal of Grievances & settlement of dispute will be as per SPPRA Rule-2010 (Amended 2013).

21. ARBITRATION:

In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the DUHS and CEO of the company / firm / agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties

UNDERTAKING

(on Rs. 100/- Non Judicial Stamp Paper)

1. I / we read / understand the conditions specified in the tender inquiry and undertake:
2. That I / we will remain bound to supply any item as an additional quantity at the same rate on which said item I/ we have supplied during the contract period.
3. That I / we agree whether our bid accepted for total, partial or enhanced quantity for all or any single item.
4. 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.
5. I / we understand and ensure for the supply of quality medicines. I/ we also agree to supply the 100% additional quantity without any additional charges, if the supplies/part of the supplies declared sub standard.
6. I / we undertake that, if any of the information submitted in accordance to this tender inquiry found incorrect, our contract may be cancelled at any stage on our cost and risk.
7. I / we undertake to deposit the Drug Testing fees per batch to the Provincial/Central Drugs Testing Laboratories, the said-fees will be deposited directly to POL / CDL, if the assignment given to the said laboratories.
8. I/ we undertake that, I/ we will replace the drugs three month before its expiry.
9. I/ we undertake that, I/ we have never been black listed in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization.
10. I / we undertake that, I/ we have never been involved in any litigation in the past with the Government (Federal or Provincial), a local body or a public sector organization.

11. TERMS AND CONDITIONS ACCEPTANCE CERTIFICATE

I / we, M/s. _____ is hereby confirmed that we have carefully read all terms and conditions of the bidding document and also agreed to abide SPPR-2010 Rules for procurement of Drugs / Medicines / Surgical Consumables / Disposables / Contrast Media & allied items during the validity of the tender.

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

WITNESS

1) Name: _____ Signature: _____
 2) Name: _____ Signature: _____

BIDDER'S PROFILE

1.	Name, Address, Telephone & E-mail of the Firm	
2.	Legal Status, Organization Structure and nature of Business	
3.	Year of Establishment <i>(Attach documentary evidence)</i>	
4.	Sales Tax Registration No. <i>(Attach documentary evidence)</i>	
5.	Income Tax No. (Annual Turnover supported by Income Tax Return)	
6.	Drug Sale Licenses No. <i>(Attach documentary evidence)</i>	
7.	Whether Pay Order, for the Bid Security enclosed?	Yes [] No []
8.	No. of clients in Public Sector to whom similar services were provided <i>(Details may be attached as separate Annexure)</i>	
9.	Corporate Clientele List to whom similar services were provided <i>(Details may be attached as separate Annexure)</i>	
10.	Business setup / braches of similar nature across Karachi <i>(Attach evidence)</i>	
11.	Pharmacist <i>(Attach evidence)</i>	
9.	Cold Chain System <i>(Attach evidence)</i>	
10.	Managerial Capability a). Total No. of Permanent Staff: b). Total No. of Contract/Project Staff: <i>(Attach as separate Annexure, if necessary)</i>	a) _____ b) _____
11.	Assignment in Hand (Presently) <i>(Attach as separate Annexure, if necessary)</i>	
12.	Percentage of payment (Tentative) to be paid to the Staff out of total payment claimed by the bidder/firm from DUHS.	
13.	Annual Revenue <i>(Attach bank certificate showing the turn-over / Last year Income Tax Return Form / Last year verified Balance Sheet)</i>	
14.	Banker's Name & Contact Details	
15.	Contact Person	_____ Authorized Signature & Stamp (Name & Designation)

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 2017 between *Dow University of Health Sciences, Karachi of Islamic Republic of Pakistan* (hereinafter called “the Procuring Agency”) of the one part and _____ **[Name of Bidder]** of _____ **[city and country of Bidder]** (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited bids for certain services, viz., _____ **[brief description of goods and services]** and has accepted a bid by the Bidder for providing the services in the sum of _____ **[contract price in words and figures]** (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 Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the General Condition & Instruction;
 - (d) the Special Conditions; and
 - (e) the Procuring Agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed/Sealed by Procuring Agency

INTEGRITY PACT

Declaration of Charges, Fees, Commission, Taxes, Levies etc. payable by the bidder / company / firm / agency works;

M/s. _____, the service provider hereby declared that:

- (a) Its intention not to obtain the procurement / services / work of any contract, right, interest, privilege, or other obligation or benefit from the DUHS or any administrative or financial offices thereof or any other department under the control of the DUHS through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the bidder / company / firm / agency represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the DUHS directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the DUHS, except that which has been expressly declared pursuant hereto.
- (c) The bidder / company / firm / agency / accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the DUHS under any law, contract, or other instrument, be stand void at the discretion of the DUHS.
- (d) Notwithstanding any right and remedies exercised by the DUHS in this regard, bidder / company / firm / agency agrees to indemnify the DUHS for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the DUHS in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the bidder / company / firm / supplier / agency / service provider as aforesaid for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the DUHS.

Note:

This integrity pact is mandatory requirement other than auxiliary services / works.

FINANCIAL PROPOSAL **(PRICE SCHEDULE)**

PROCUREMENT OF DRUGS / MEDICINES / SURGICAL CONSUMABLES / DISPOSABLES / CONTRAST MEDIA AND ALLIED ITEMS

N.I.T No. DUHS/DP/2017/27 Dated 02 October 2017

Sr. No.	Description	Manufacturer	Discount offered in term of percentage (%age) on Market Retail Prices	
			In figures	In words
1.	Imported Drugs / Medicines / Surgical Consumables / Disposable / Contrast Media & allied items	Foreign Companies		
2.	National Companies Drugs / Medicines / Surgical Consumables / Disposable / Contrast Media & allied items	National Companies		
3.	Multinational Companies Drugs / Medicines / Surgical Consumables / Disposable / Contrast Media & allied items	Multinational Companies		

CERTIFICATE.

We guarantee to supply the stores exactly in accordance with the requirement to be specified by the Dow University of Health Sciences, Karachi.

Signature of Bidder: _____

Name of Authorized person: _____

C.N.I.C : _____

Designation: _____

Company Name: _____

Seal & Address: _____

Contact No.: _____

E-mail Address: _____