



BIDDING DOCUMENT

Single Stage - Two Envelope Bidding Procedure

IFB / NIT No. DUHS/P&D/2023/11370, DATED: MARCH 10, 2023

**HIRING OF SERVICES FOR PROVISION, INSTALLATION, DEPLOYMENT,
IMPLEMENTATION, TRAINING, SUPPORT AND MAINTENANCE OF
CAMPUS MANAGEMENT SYSTEM, LEARNING MANAGEMENT SYSTEM
LIBRARY MANAGEMENT SYSTEM SOFTWARE
(REF NO: DUHS/W&S-NIT/108)**

**OFFICE OF THE DIRECTOR PLANNING & DEVELOPMENT
DOW UNIVERSITY OF HEALTH SCIENCES,
BABA-E-URDU ROAD, BESIDES CIVIL HOSPITAL, KARACHI**

INSTRUCTIONS TO THE BIDDERS

1. GENERAL

1.1 Introduction

Dow University of Health Sciences (DUHS) is a premier institute offering MBBS and BDS undergraduate education, with a strong emphasis in the medical, biomedical sciences, public health, allied health sciences and business management programs. The University has one main campus, and another sub-campus located in the urban metropolitan city of Karachi, Sindh. The University has a school of Postgraduate studies, which offers postgraduate and doctoral programs in almost all academic disciplines relating to the biomedical and health sciences, including clinical diplomas in 13 specialties, Masters/MS /MPhil and Ph.D. programs in 32 different specialties, such as Master of Advanced Physiotherapy, Masters in Nursing, Master of Business Administration, with 18 specialties of the biomedical and basic sciences offered at the MPhil level, including MPhil in Biotechnology, Genetics, Microbiology, Pharmacology and Ph.D. programs in the health and allied sciences. Furthermore, the flagship MBBS program is offered through Dow International Medical College, catering to international students or overseas sponsored students. The CPSP has also accredited the institution for FCPS training in 29 different specialties. The University has 17 Schools/Colleges and Institutes, including 9 clinical entities, and 25 other non-academic, administrative departments.

2. Project Introduction

DUHS intends to procure the services of experienced software houses and IT companies for the supply, installation, implementation, and maintenance of Campus Management System (CMS), Learning Management System (LMS) and Library Management System Software. The software should provide all the necessary functionality to run the business processes of the educational activities as per best standard practice. Any innovative and futuristic products may be included with appropriate details for the university to select additional products for its business with future requirements.

Being a leading university in the medical education DUHS has always been abreast with technology to provide enhanced services. As a step to enhance the internal and external user experience, DUHS is going to develop and implement Campus Management System (CMS), Learning Management System (LMS) and Library Management System (LMS) Software to reduce Management efforts and costs regarding online and on campus education procedures currently DUHS is following, getting more functionality, and user friendliness on hand and simple, and easy to use.

3. Objectives

This project is a key initiative for DUHS as it will introduce the capabilities to automate campus workflows for business processes for all departments such as admissions, examination, campus administration, and covering complete campus life cycle, allowing DUHS to go paperless, cut costs, and expedite business processes. The main objectives of customize implementation of business process automation are:

- To improve delivery processes with fast, low-cost, and efficient digital operations.
- Improved operational efficiency, reduced cycle time, and eliminated costs.
- Mitigated risk, ensured compliance, data quality, and long-term student data retention.
- Increased competitiveness and service levels.
- Automate current complex business processes via easy to use or user-friendly interfaces and workflows.
- Improve operation efficiency, flexibility and streamline internal processes.
- Consistent Admissions, Examination, and Student Record Process.
- Effective Resource Management.

- Better and accurate Reporting Process with Data Analytics.
- Automation of Student Life Cycle at campus.

4. Modules (Please see (5) for detailed requirement specification)

Campus Management System on Cloud
1. Org Structure & Policies
2. Catalog Management
3. Class Schedule
4. Admissions Applications
5. Admissions
6. Student Information
7. Registration
8. Accounts Receivable
9. Academic History
10. Degree Audit
11. Faculty Management
12. Faculty Portal
14. Student Portal
15. Dashboard Analytics
16. Third Party Interfaces
Learning Management System on Cloud
1.LMS Web and Mobile Apps
2. Courses
3. Schedules
4.Assignments
5.Online Exam
6.Grading
7.Reporting
8.CMS Integration
Library Management System on Cloud
1.Admin Portal
2.Patron Portal
3. Acquisition management.
4. Catalog Management.
5.Bulk Add Books
6.ISBN Tagging
7.Serials
8.Patrons Information
9.Bulk Upload Patrons
10.Patrons Library Card
11.Advanced Search
12.Book rating and reviews
13.Book Availability

14.Book Holds
15.Book Bag
16.Book Reservations
17.Book Renewals
18.Borrowing History
19.Circulation Rules
20.Fine Rules
21.Fine Payments
22.E-mail Overdue Notifications
23.E-mail Overdue Notifications
24.Reports

1. **Project Requirements / Specifications**

Enclosed Annexure A, B, C

5. **ELIGIBLE BIDDERS**

The bids which meet the following **Mandatory Criteria** would be declared responsive for further evaluation as per Evaluation Criteria specified in this bidding document. **Requisite documents must be attached in respect thereof:**

- 5.1 The firm should be registered (Certificate of Incorporation).
- 5.2 Proof of being an active taxpayer
- 5.3 The vendor should have experience in implementing similar system(s) in at least 3 Universities of higher education. SHOULD submit the 03 Completion Certificates of successful implementations along with work order, agreement, satisfactory letter
- 5.4 The firm should be based in Karachi or should have a branch in Karachi.
- 5.5 The firm must have National Tax Number (NTN) and Sales Service Tax (SST) Registration.
- 5.6 Average annual turnover in the preceding 3 years (on the closing of last fiscal year) should **not be less than Rs. 30.000 million**, demonstrated through **Income Tax Returns (ITR – FBR)**, with the audited statement of accounts details to be submitted as per **Annexure-F**
- 5.7 The firm should have been in operation for at least 5 years after its registration.
- 5.8** The Bidder should accept Tender Terms & Conditions **Annexure – B**
- 5.9** Bidder / Company Profile / Details **Annexure - D**
- 5.10** The Bidder should have submitted/filed Income Tax return / Sales Tax Return for the last three years **Annexure – E**
- 5.11** **Compliance of Annexures F,G & J**
- 5.12 Affidavit on Stamp Paper of Rs. 100/- that the firm is not blacklisted by any government/semi-government Department as per Specimen at **Appendix – 1**.
- 5.13 The bidder should have enough Technical Strength at its end to complete the project within the stipulated time. List of Staff (HR) of the Company along with their CV's & salary slips and proof of staff to be submitted.
- 5.14 Vendor to submit a certificate that it will not charge for the upgrades, version change, and feature or product change during the contract period.

6. **COST OF TENDERING**

- 6.1 The bidder shall bear all costs associated with the preparation and submission of its documents, while DUHS, in no case, shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

7. CLARIFICATIONS OF TENDERING DOCUMENTS

- 7.1 A prospective bidder requiring any clarification(s) may notify to DUHS or an Officer authorized on its behalf in writing. The DUHS or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before **05 calendar days** or more to the deadline set for the submission of bids. Copies of DUHS response will be forwarded to prospective bidders (if not already clarified in the tender document or deemed necessary for the bidder).

8. AMENDMENT OF TENDER DOCUMENT

- 8.1 At any time prior to the deadline for submission of bids, the DUHS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by issuing corrigendum / addendum.
- 8.2 Any corrigendum / addendum thus issued shall form eternal part of the tender document. To offer bidders a reasonable time frame in which to take a Corrigendum / addendum into account in preparing their bids, the DUHS may at its discretion extend the deadline for submission of bids.

9. LANGUAGE OF DOCUMENTS

- 9.1 Bid Documents and related correspondence will always be in the English language.
- 9.2 The bid should have a covering letter on printed letterhead of the firm. All pages of the bid shall be initiated / signed and shall bear official seal of the person(s) authorized to sign/endorse.
- 6.3. All the relevant technical literature in English Language should be attached with the bid.

10. PRICE

- 10.1 Price / bid offer should be quoted in Pak Rupees as per format given at **Annexure – J**.
- 10.2 The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
- 10.3 The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).
- 10.4 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.
- 10.5 The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.

11. BID SECURITY / EARNEST MONEY

- 11.1 The bidder shall furnish a bid security/ earnest money equivalent to **5% of the total value of bid** in form of Pay Order/ Call Deposit/ Bank Guarantee in favor of Dow University of Health Sciences, Karachi as per **Annexure – H**.
- 11.2 Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the DUHS as non-responsive.
- 11.3 The bid security / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.
- 11.4 The bid security/ earnest money of the successful bidder will be returned after completion of contract period.
- 11.5 **The security deposit may be forfeited / confiscated:**
- i. If a bidder withdraws his bid during the period of bid validity.
 - ii. If the bidder does not accept the correction of his bid price.
 - iii. In the case of a successful bidder, if he fails to sign the contract agreement.
 - iv. If the bidder fails to provide the requisite Services.
 - v. If the bidder fails to fulfill the requirements upon which he has given certificates / affidavits etc.

12. VALIDITY OF BIDS

- 12.1 All bids shall remain valid for **90 days** from the date of opening of bids.

13. CLARIFICATIONS / CORRECTIONS OF BID

- 13.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may 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 price or substance of the bid shall be sought offered or permitted.
- 13.2 Arithmetical errors will be rectified on the following basis:
- i. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
 - ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

14. RESPONSIVENESS OF BIDS

- 14.1 The valid bid security / earnest money is submitted (Copy of the bank instrument of requisite Bid Security without showing the rates must be attached with the Technical Bid).
- 14.2 The bid is valid till required period.
- 14.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 14.4 Compliance to all important terms and conditions of tender document on specified formats.
- 14.5 The bidder is eligible for tendering and possesses the requisite experience.
- 14.6 The bid does not deviate from basic requirements.
- 14.7 The bidder submitted all mandatory/requisite documents as mentioned in the tender document.
- 14.8 The bid is generally in order etc.

15. SUBMISSION OF BIDS

- 15.1 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 unopened to the respective bidders; and
- 15.2 The technical bid should contain all the relevant information and desired enclosures in the prescribed format. The financial Bid should contain only Financial Proposal. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- 15.3 Technical Bid should be submitted in sealed envelope containing necessary information regarding tender notice and warning message
“Do Not Open Before the time and date of bid opening”.
- 15.4 Opened or e-mailed or faxed or telexed bids will not be accepted.
- 15.5 Any bid received by the DUHS after the date and time of tender opening will be rejected and returned as unopened to sender / bidder.
- 15.6 Bids qualified by such vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly.
- 15.7 Bidder shall comply with all Pakistani Laws, other, permits, codes and regulation applicable to the bidder’s performance of services. Bid against the Government Rules and Policies, Conditional Bid, Ambiguous Bid or incomplete Bid and Bid without Bid Security will be rejected. No supplementary or revised offer after the opening of bids shall be entertained.
- 15.8 In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
- 15.9 In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.

16. DEADLINE FOR SUBMISSION OF BID DOCUMENTS

Dow University of Health Sciences (DMC Campus), Planning & Development Department Admin Block 5th Floor DMC Campus, Baba-e-Urdu Road near Civil Hospital Karachi. Phone No. + 92-21-38771000 & 99215754-5 Extension 5820, on or before at 11:00 a.m. on dated: 06-04-2023.

17. OPENING OF BID

- 17.1 Procurement Committee will publicly open the Sealed Technical Bids first on dated: 06-04-2023 at 11:30 a.m. in the presence of bidder’s representatives who choose to be present, while the financial bids of all prospective bidders would be kept in safe custody at DUHS. After declaration of Technical Bid Results, the Sealed Financial Bids of only Technically Qualified firms would be opened publicly at time / date to be announced later. Whereas, Sealed Financial Bids of technically non-qualified bidders will be returned unopened / unprocessed.

- 17.2 The name of bidder, bid price and such other details as the committee at its discretion may consider appropriate, will be announced at the time of Sealed Financial Bid opening process.
- 17.3 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.
- 17.4 The DUHS reserves the right to reject any one or all bids / proposals or scrap / cancel the tender as per relevant SPPRA Rules 2010 (Amended upto date).

18. EVALUATION OF BIDS

- 18.1 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non- conformity.
- 18.2 The relevant Committee will evaluate and compare only the bids previously determined to be substantially responsive. The bids can be evaluated as a whole or separately.
- 18.3 It will be examined in detail whether the services offered by the bidder complies with the provisions of this tender document. For this purpose, the bidder's data will be compared with the tender document eligibility and evaluation criteria along with visit to bidder facilities / offices for physical inspection.
- 18.4 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no major deviation / stipulation shall be taken by the bidder.
- 18.5 Any minor informality or non-conformity or irregularity in the documents, which does not constitute a material deviation, may be waived by DUHS, provided such waiver does not prejudice or affect the relative ranking of any other bidder.

19. TECHNICAL EVALUATION CRITERIA

- 19.1 **THE BIDS SHALL BE EVALUATED ON MOST ADVANTAGEOUS BID BASIS.** The bidder which attains the highest combined weighted technical and financial score according to the following criteria shall be **SELECTED**
- 19.2 The Bids shall be evaluated on complete Lot / Group / Package basis reflected in the Bid Form / Price Schedule. Bids for partial / limited item(s) shall not be considered and **REJECTED**
- 19.3 The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.
- 19.4 Bidders achieving **minimum 70% points / marks** will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.
- 19.5 Only those Financial Proposals will be announced / considered which were technically qualified by the committee.

TECHNICAL EVALUATION CRITERIA

Sr. No.	Evaluation Criteria	Distribution of Marks	Total Marks
1	Head office and Regional offices: <i>(Please attach list of all offices with complete contact information property agreement & evidences)</i>		Max. 10
1.1	Head Office with 2 or more regional offices	10	
1.2	Head Office with 1 regional offices	5	
2	Year of Experience for successful implementation of cloud- based Campus Management System, Learning Management System & Library Management System in any Public or Private University <i>(Valid documentary evidence showing the required details to be attached must be provided in the form or work order, contract agreement, satisfactory performance letter)</i> <i>(Credible documentary evidence must be provided in the form work order, contract agreement, satisfactory performance letter)</i>		Max. 30
2.1	Providing cloud-based Campus Management System, Learning Management System & Library Management System at any public sector organization Marks for each completed project (provide proof e.g work order, agreement, invoices & completion certificate) (6 points for each Client – Max. 30 points)	30	
2.2	Providing cloud-based Campus Management System, Learning Management System & Library Management System at any private sector organization Marks for each completed project (provide proof e.g work order, agreement, invoices & completion certificate) (4 points for each Client – Max. 20 points)	20	
3	Presentation of Proposed Solution		Max. 10
3.1	Compliance of System Requirements Demo of required modules. Approach and Methodology / Source Code / Technology Road Map Integration, Reliability, Response Time, and Performance Flexibility, User friendly solution, Integration Support Software is owned Native / Third Party User Access and Administration Control and Audit Logs Change Management Process/Methodology for implementation new releases/updates of proposed software. Recommended Infrastructure Details required for (testing, production, and DR environment) Support & maintenance offering after deployment (Onsite & Offsite) Training of resources with documentation for both user and technical trainings during of the project List of Documentation available for System	10	
	Project Management		Max. 10
	Project Management Approach Approach towards planning and implementing the project.	05	
	Proposed team for implementation. Key Resources for Solution Delivery available on a full-time basis in Pakistan. Presence of proposed Key team members during presentation. CVs of Key Resources required	03	
	Project Understanding Demonstration of approach to understand and complete the project.	02	
4	Number of projects having accumulated yearly contract value of 5 million or above for implementing cloud-based Campus Management System, Learning Management System & Library Management System during the last 03 years <i>(Credible documentary evidence must be provided</i>		Max. 10

	<i>in the form or work order, contract agreement, satisfactory performance letter & invoices)</i>		
4.1	More than 05 Projects	10	
4.2	Below 05 Projects	5	
5	International Association <i>(Credible documentary evidence must be provided)</i>		Max. 10
5.1	Yes, Affiliation / Membership with any International On-Cloud Service Provider Firm	10	
5.2	No	0	
6	Average Annual Turnover during last three (03) financial years <i>(Audited Statements of Accounts and Income Tax Return Forms must be attached as supporting documents)</i>		Max. 20
6.1	Above 40 Million	20	
6.2	Above 30 Million	10	
Total Marks			100

Financial Proposal Evaluation:

- 19.1.1 Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution / evaluation period shall be passed to the Procuring Agency.
- 19.1.2 Technically qualified/successful bidder(s)/Tenderer(s) shall be eligible for Financial Proposal(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- 19.1.3 Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.
- 19.1.4 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 19.1.5 Marks obtained in the detailed technical evaluation will be carried forward and prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (Technical Score + Financial Score).
- 19.1.6 The formula for technical scoring is “Technical Marks / Score = Total Technical Marks of the respective bidder x 0.75”.
- 19.1.7** The formula for financial scoring is that the lowest bidder gets 25% Marks and the other bidders score 25 multiplied by the ratio of the lowest bid divided by the quoted price.

EXAMPLE:

TECHNICAL EVALUATION

The formula to calculate the technical points / marks / score of the bidder is given below:

Technical Marks / Score = Total Technical Marks of respective bidder x 0.75

• **Solved Example of Financial Scoring:**

Technical scoring out of 100 = 85

Carried Forward & Prorated Technical scoring = 85 x 0.75

FINANCIAL EVALUATION

The formula to calculate the Marks for the price by the bidders other than lowest bidder is given below:

• **Financial Evaluation Score of individual quoted Product:**

= [Lowest quoted price of the item ÷ Next higher proposed price of the competing item] x Total Allocable financial score

- **Solved Example of Financial Scoring:**

If the lowest quoted price of an item is Rs. 25 million the same lowest will obtain score as below:

$$= [25 \div 25] \times 25 = 25$$

= 25 marks being the lowest bidder for the quoted item

If the next higher quoted price of the same item is Rs. 30 million the marks obtained will be:

$$= [25 \div 30] \times 25 = 20.83$$

If the next higher quoted price of the same items is Rs. 37 million the marks obtained will be:

$$= [25 \div 37] \times 25 = 16.89 \text{ Marks and so on.}$$

20 Training Capabilities

Bidder should indicate its training capabilities to provide training on software application. It should also provide a detailed training schedule. The vendor will arrange training premises (on-site) Interactive sessions and necessary equipment. Preference will be given to the bidder with certified trainers.

21 Project Implementation / Management Plan

The bidder shall provide a detailed implementation plan and project management plan. Bidder should provide the timelines. Responding Organization should cover tasks assigned to the employees and resource allocation of responding organization during the course of the project. This should not be in generic terms but should be specific to the project. Project plans in tabular form, mentioning names of tasks, sub tasks, start date, finish date, resources and milestones will also be appreciated. In the training category, bidder is required to provide detailed training schedules along with the names of resources.

22 Support Capabilities

Bidder must indicate and provide support for the solution for the duration of the entire implementation process of the project. Bidder should provide onsite support for the project for which a dedicated resource needs to be present in Karachi or remote offices wherever applicable at the client's site. Number, qualifications, and relevant certifications of support personnel must be indicated. The selected bidder will provide support for the duration of the project as per contract. Software bugs and upgrades/enhancements warranty. The software warranty will include providing on-site and Help Desk support for technical issues. The detailed support plan should also be included

23 Warranty Period

The bidder shall give comprehensive one years' warranty after completion under company strategy, certifying that the software confirms exactly the specifications laid down in the contract. An amount of performance security shall be retained by DUHS as performance warranty/defect liability for a period of 08 months from the actual date of complete sign-off and Go Live of the software. In case of delay, penalty may be imposed as per the contract.

24 **PROCESS TO BE CONFIDENTIAL**

24.1.1.1 No bidder shall contact DUHS on any matter relating to its tendering process from the time of opening to the time of tendering announcement.

24.1.1.2 Any effort by a bidder to influence DUHS in the evaluation, comparison or selection decision may result in the rejection of its bid.

25 **COMPLIANCE CERTIFICATE**

25.1 The bidder should agree with the terms and conditions as mentioned in Annexure – A.

26 AWARD CRITERIA

- 26.1 The contract will be awarded to substantially lowest bidder provided that; such bidders have been determined to be technically qualified to satisfactory perform the contract. The selected bidder will have to furnish a **performance security @ 10% of total bid / contract price** valid for the period of the contract as per **Annexure – I**.
- 26.2 The DUHS reserves the right to accept or reject any submitted bid, as per SPPRA Rules 2010 (Amended up to date) and to annul the tendering process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the DUHS's action.

27 PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 27.1 The Procuring agency reserves the right to accept or reject any bid, as per SPPRA Rules 2010 (Amended up to date) and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

28 PROCURING AGENCY'S RIGHT TO VARY QUANTITIES

The Procuring agency reserves the right to increase or decrease the quantity of goods and services originally specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ without any change in unit price or other terms and conditions.

29 REQUIREMENT / FORMAT OF BID

All bidders shall quote their **firm and final rates** including all the taxes, duties, levies etc. on the format given at **Annexure – J** and attach the requisite **Bid Security / Earnest Money** in the form of a Pay Order / Demand Draft / Bank Guarantee as per this Tender Document requirement / obligations.

30 NOTIFICATION OF AWARD OF CONTRACT

- 30.1 Prior to the 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 or by email. The notification of award will constitute the formation of the contract.

31 CONTRACT AGREEMENT

- 31.1 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 satisfactorily. 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.
- 31.2 DUHS reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of contract agreement) and forfeit Security Deposit/ Performance Bond and any amount due to the service provider. The bidder shall reproduce draft contract agreement provided by DUHS on stamp paper with stamps affixed of the value equals to the prevailing Government rules / rates. Bidder shall pay the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.
- 31.3 The bidder shall not alter/add/delete any article, clause or chapter of the draft contract agreement. However, the Service Provider may rephrase any clause, article or chapter with the

consent of the DUHS for the purpose of clarity, legality, or otherwise except where scope of work, terms & conditions, and service charges is not adversely affected against the DUHS.

31.4 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

32 PERFORMANCE SECURITY

32.1 The successful bidders must deposit the requisite amount of **Performance Security equivalent to 10%** of the total bid amount within **Seven (07)** days in the form of Call Deposit / Bank Draft / Pay Order / Bank Guarantee issued by a scheduled bank of Pakistan, in favour of the Dow University of Health Sciences, Karachi. The Performance Security submitted should be valid for 28 days beyond the contract expiry period. No interest will be paid on Performance Security / Bid Security.

32.2 Forfeiture of Performance Security

- a) In the event of failure to provide services as per Contract Agreement / Work Order within the stipulated period, the security deposit may be forfeited.
- b) In that event, supply of the said services may be taken from the next lowest bidder vide the same Work Order at contractors' risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
- c) If any equipment / instrument or property of DUHS is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.
- d) Refund of Performance Security: After successful completion of services in contractual period, performance security will be refunded within the six months if not extended for further period.

33 REDRESSAL

33.1 Redressal of Grievances & settlement of dispute will be as per SPPRA Rule-2010 (Upto date)

34 ARBITRATION

34.1 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.

35 APPLICABLE LAWS

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

36 FORCE MAJEURE

36.1 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.

- 36.2 The Bidder shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

NOTICE INVITING TENDER (NIT)

No. DUHS/P&D/2023/11370, Dated: March 10, 2023



OFFICE OF THE DIRECTOR PLANNING & DEVELOPMENT DOW UNIVERSITY OF HEALTH SCIENCES

Baba-e-Urdu Road, Karachi-74200 Pakistan. Direct No. 92-21-9216065 Fax:9216065
Tel: 9215754-57 Ext:5811 Website: www.duhs.edu.pk

No. DUHS/P&D/2023/11370

Dated: March 10, 2023

TENDER NOTICE

Dow University of Health Sciences (DUHS), Karachi is a Public Sector University invites the sealed bids for following Services from well-reputed Companies / Bidders available on List of Active Tax Payers of FBR websites (for Income Tax) & SRB (For Sales Tax).

S. No.	NAME OF WORK	METHOD OF PROCUREMENT
1.	HIRING OF SERVICES FOR THE PROVISION, INSTALLATION, DEPLOYMENT, IMPLEMENTATION, TRAINING, SUPPORT, AND MAINTENANCE OF THE CAMPUS MANAGEMENT SYSTEM LEARNING MANAGEMENT SYSTEM LIBRARY MANAGEMENT SYSTEM SOFTWARE (REF NO: DUHS/W&S-NIT/108)	Single Stage – Two Envelope Procedure As per Rule 46 (2) of SPPRA, 2010 (Amended upto date)
2.	HIRING OF SERVICES FOR DEVELOPING AND MAINTAINING THE FIXED ASSET REGISTER & TAGGING FIXED ASSETS (REF NO: DUHS/W&S-NIT/109)	Single Stage – Single Envelope Procedure as per rule 46 (1) of SPPRA, 2010 (Amended upto date)
3.	OPERATION OF POINT BUSES FOR PICK & DROP FACILITIES OF STUDENTS AND STAFF OF DUHS IN KARACHI (REF NO: DUHS/W&S-NIT/110)	Single Stage – Two Envelope Procedure As per Rule 46 (2) of SPPRA, 2010 (Amended upto date)

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.
Security	Bid Security and Performance Security as per mentioned in the bidding document
Purchasing Date & Time	From the date of publishing to 05-04-2023 (10 a.m to 02 p.m)
Bids Delivery & Opening Date & Time	06-04-2023 at 11:00 a.m & 11:30 a.m.

Detailed Specification are mentioned in the prescribed tender documents along with terms and conditions. Bidding documents can be download from SPPRA website or Dow University of Health Sciences, website. 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.

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 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 upto date).

ADDRESS FOR PURCHASING OF BIDDING DOCUMENTS, SUBMISSION AND OPENING OF BIDS:

Office of the Director Planning & Development, Dow University of Health Sciences (DMC Campus), 5th Floor Administration Block, Baba-e-Urdu Road near Civil Hospital Karachi.

DIRECTOR

**Planning & Development
Dow University of Health Sciences, Karachi**

GENERAL COMPLIANCE CERTIFICATE

The bid is accompanying with all the requisite documents mentioned in bidding document and bid evaluation criteria.

The following be signed and attached with the bid as a general compliance to tender document requirements, if agreed upon:

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS
(On PKR 100/- Stamp Paper)

[Location, Date]

To: [Name and address of Employer]

RE: NO. DUHS/P&D/2023/11370, DATED: MARCH 10, 2023, FOR “HIRING OF SERVICES FOR PROVISION, INSTALLATION, DEPLOYMENT, IMPLEMENTATION, TRAINING, SUPPORT AND MAINTENANCE OF CAMPUS MANAGEMENT SYSTEM LEARNING MANAGEMENT SYSTEM LIBRARY MANAGEMENT SYSTEM SOFTWARE

Dear Sir,

I/we carefully gone through the Terms & Conditions as mentioned in the above referred DUHS Tender document. I/we declare that all the provisions of this Tender are acceptable to my company. I/we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Signature

BIDDER PROFILE / DETAILS

1.	Registered Company Name	
2.	Company Registration Number with Institute of chartered Accountants	
3.	Date of Registration	
4.	National Tax Number	
5.	General Sales Tax Number	
6.	Sindh Sales Tax Number	
7.	Number of Partners	
8.	Years of Operation of Company after its Registration	
9.	Details of Technical Staff to be assigned for the project	
10.	Bank Name and Branch	
11.	Bank Account Number	
12.	Additional Professional Registration Details (if any):	
13.	Physical address	
14.	Postal address	
15.	Telephone Number	
16.	Fax Number	
17.	E-mail address	
18.	Blacklisting / Complaint / Litigation against the firm (By any govt. or other org. if any)	
19.	Name & Address of the companies / subsidiaries and associated companies, if any, with whom there is collaboration or joint Venture	
20.	Any other relevant detail	

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

**DECLARATION OF ANNUAL TURNOVER AND INCOME TAX
RETURN**

(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

RE: NO. DUHS/P&D/2023/11370, DATED: MARCH 10, 2023, FOR “HIRING OF SERVICES FOR PROVISION, INSTALLATION, DEPLOYMENT, IMPLEMENTATION, TRAINING, SUPPORT AND MAINTENANCE OF CAMPUS MANAGEMENT SYSTEM LEARNING MANAGEMENT SYSTEM LIBRARY MANAGEMENT SYSTEM SOFTWARE

Dear Sir,

1) I/we hereby declare that, Our firm's Annual Turnover is as follow (Audit Reports attached):

F.Y ONE	F. Y. TWO	F. Y. THREE
PKR_____ (Million)	PKR_____ (Million)	PKR_____ (Million)

And,

2) I/we hereby declare that, our firm had filed Income Tax Returns for last 3 years i.e. 2018-19, 2019-20 & 2020-21. Supported by copy ITR/STR of 03 (three) years.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Encl: As above

**VALID LIST OF CLIENT'S
DETAILS**
(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

RE: NO. DUHS/P&D/2023/11370, DATED: MARCH 10, 2023, FOR “HIRING OF SERVICES FOR PROVISION, INSTALLATION, DEPLOYMENT, IMPLEMENTATION, TRAINING, SUPPORT AND MAINTENANCE OF CAMPUS MANAGEMENT SYSTEM LEARNING MANAGEMENT SYSTEM LIBRARY MANAGEMENT SYSTEM SOFTWARE

Dear Sir,

I/we hereby mention following list of valid Clients details where our firm had provided services, supported by copy of agreements / orders / work orders for your reference:

Sr. No.	Client Name / End User	Nature of Client (Govt. / Semi Govt. / Private Sector)	Scope of Work / Specifications	Name & Location of Project	Year	Total Order Value (PKR)

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Encls: As above.

**DECLARATION FOR COMPLETION OF SIMILAR CONTRACTS WITH
GOVERNMENT/ SEMI GOVERNMENT ORGANIZATION DURING LAST 10 YEARS**

(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

RE: NO. DUHS/P&D/2023/11370, DATED: MARCH 10, 2023, FOR “HIRING OF SERVICES FOR PROVISION, INSTALLATION, DEPLOYMENT, IMPLEMENTATION, TRAINING, SUPPORT AND MAINTENANCE OF CAMPUS MANAGEMENT SYSTEM LEARNING MANAGEMENT SYSTEM LIBRARY MANAGEMENT SYSTEM SOFTWARE

Dear Sir,

I/we hereby declare that, our firm M/s _____ was completed similar contract with following Government / Semi Government organizations during the last (10) ten years:

Sr. No.	Client Name / End User	Nature of Client (Govt. / Semi Govt.)	Scope of Work / Specifications	Name & Location of Project	Year	Total Order Value (PKR)

I/We also enclosed herewith the attested copy of certificates which bear the name, address and telephone nos. of the authorized signatory.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Date:

Encls: As above.

FORMAT OF BANK GUARANTEE FOR BID SECURITY

Bank Guarantee No.: _____
Dated of issue: _____
Valid upto: _____
Value (Rs.): _____

To: [Name & Address of the Procuring Agency]

Dear Sir,

WHEREAS M/s. _____ (hereinafter called the Bidder) have requested us through _____ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favor in the sum of **[Amount of the Guarantee in Words and Figures]** against your tender Notice No. _____ Dated _____ for **HIRING OF SERVICES FOR PROVISION, INSTALLATION, DEPLOYMENT, IMPLEMENTATION, TRAINING, SUPPORT AND MAINTENANCE OF CAMPUS MANAGEMENT SYSTEM LEARNING MANAGEMENT SYSTEM LIBRARY MANAGEMENT SYSTEM SOFTWARE.**

WE HEREBY AGREE AND UNDERTAKE:

- i To make unconditional payment to you on demand without further question or reference to the Bidder in case of withdrawal or modification of bid or any default or non- execution of the Contract or refusal to accept order by the Bidder from the date of opening of bids until the expiry of the validity of their offer.
- ii To keep this guarantee in full force from (date) _____ up to (date) _____ he dates until which the Bidder offer is valid.
- iii To extend the period of guarantee if such extension be necessary beyond the date stated in Para (ii) and as so desired by the Bidder.

Any claim arising out of this guarantee must be lodged with this Bank within the period the guarantee is valid and before the date of its expiry. After this date the guarantee will be considered null and void and should be returned to us.

Yours faithfully,

Name of the Bank: _____

Authorized officer's Signature & Seal: _____

Witness 1: _____

Witness 2: _____

Sworn & Sign before me

This day of

FORMAT OF BANK GUARANTEE FOR PERFORMANCE BOND

Bank Guarantee No.: _____

Dated of issue: _____

Valid upto: _____

Value (Rs.): _____

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 services]** (hereinafter called "the Contract").

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Dow University of Health Sciences, Karachi 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 Dow University of Health Sciences, Karachi 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 one month after the completion of contractual obligations by the Bidder to the Dow University of Health Sciences, Karachi for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Yours faithfully,

Name of the Bank: _____

Authorized officer's Signature & Seal: _____

Witness 1: _____

Witness 2: _____

Sworn & Sign before me

This day of

FORMAT FOR QUOTING OF RATES

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the services for **[Insert title of assignment]** in accordance with your Notice Inviting Tender (NIT) / Request for Proposal (RFP) / Expression of Interest (EoI) No. **[Insert number]** dated **[Insert Date]** and our Technical Proposal. Our Financial Bid / Proposal is for the sum of **[Insert amount(s) in words and figures]**. This amount is inclusive of all the applicable taxes.

Our Financial Bid / Proposal shall be binding upon us up to expiration of the validity period of the Bid / Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Bid / Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

A. Financial Proposal Response

Bidder must submit its financial proposal in accordance with the following format: -

S.NO	DESCRIPTION	OTC AMOUNT IN PKR	SLA AMOUNT IN PKR	TOTAL AMOUNT IN PKR
1	Provision, Installation, Deployment, Testing, Configuration, Commissioning, Implementation, Training and Support of Campus Management System (CMS) Software			
2	Provision, Installation, Deployment, Testing, Configuration, Commissioning, Implementation, Training and Support of Learning Management System Software			
3	Provision, Installation, Deployment, Testing, Configuration, Commissioning, Implementation, Training and Support of Library Management System Software			
TOTAL				

Inwords _____

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

UNDERTAKING / CERTIFICATE

(Must be Printed on Rs. 100/- Stamp Paper)

If provided information with the bid document found false, or any criminal proceedings found in any court of law, the services of the hired bidder will be immediately terminated without assigning any reason and making any refund / payment. Further, the performance security given by the firm will also be confiscated and the firm will be declared black listed.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

ATTESTED BY NOTARY PUBLIC

NON-BLACK-LISTING CERTIFICATE

(Must be Printed on Rs. 100/- Stamp Paper)

CERTIFIED THAT M/S., HAS NOT BEEN BLACK-LISTED BY ANY PUBLIC OR PRIVATE SECTOR ORGANIZATION IN PAKISTAN.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

ATTESTED BY NOTARY PUBLIC

AFFIDAVIT INTEGRITY PACT

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).

- (a) 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.
- (b) 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.
- (c) 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.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

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

FORM OF CONTRACT

Specimen Purpose only

THIS AGREEMENT made on this _____ day of _____ 2023 between M/s. _____
 _____ (Name and Address of the Contractor)
 (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI (hereinafter referred to as the DUHS, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a service provider.

AND

WHEREAS the DUHS is procuring agency. The DUHS intends to Hire services for **HIRING OF SERVICES FOR PROVISION, INSTALLATION, DEPLOYMENT, IMPLEMENTATION, TRAINING, SUPPORT AND MAINTENANCE OF CAMPUS MANAGEMENT SYSTEM LEARNING MANAGEMENT SYSTEM LIBRARY MANAGEMENT SYSTEM SOFTWARE**, therefore, invited bids through N.I.T No. _ Dated_ _____.

WHEREAS the Contractor (successful bidder) submitted his bid vide _____ in accordance with the bid document and was selected as “successful bidder” pursuant to the bidding process and negotiation on contract prices, awarded the “Letter of Acceptance” (LoA) No. _____ to _____ the Contractor on _____.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in:

(Conditions of Contract) of Tender Document.

 (Signature of Contractor / Authorized Representative)
 Name: _____
 Designation: _____
 Address: _____
 Seal: _____

 (Signature of Authorized Officer of the DUHS)
 Name: _____
 Designation: _____
 Address: _____
 Seal: _____

WITNESS – 1

WITNESS – 2

Name: _____
 CNIC #: _____
 Address: _____

Name: _____
 CNIC #: _____
 Address: _____

