

# **DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI**



## **BIDDING DOCUMENTS**

**Single Stage – Two Envelope Procedure**  
As per Rule 46 (2) of SPPRA, 2010 (Amended upto date)

**IFB / NIT No: DUHS/P&D/2023/11401, Dated: April 15, 2023**

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**HIRING OF SERVICES FOR MANAGED  
CONTACT CENTER FOR DUHS HEALTH  
CARE FACILITIES AND LABS.  
(REF NO: DUHS/W&S-NIT/112)**

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**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, Karachi – Pakistan (hereinafter referred to as DUHS), invites sealed bids from eligible Bidders for the Managed Contact Center Services at DUHS Ojha Campus. Patients always need effective communication during every stage of the patient journey, a potential customer just pick up the phone and call the DUHS Contact center, thus on the other end of that call we need to be ready to guide the person on a positive path with delightful facilitation. The DUHS Contact Center will have a full spectrum of all Healthcare Related Service offerings but not limited to i.e., Appointment booking, Inquiries, Orders, Complaints, Queries, Medical Reports, and all related In-Bond and Out-bond services offered through DUHS Healthcare service.

Managed Contact Center Service provider will be fully responsible for professionally running the DUHS 24 x 7 Contact center with their own Managers, Shift In-charges, Supervisors, and Contact Center Facilitators for a seamless service to the customers for a delightful experience. Managed Contract Center service provider will facilitate from Conceptualization of a full spectrum Healthcare service Contact Center solution by identifying the Technological needs of Hardware, Software, and other allied facilities for setting up the DUHS contact center and would act as an independent leader in the execution of the mentioned services and its ongoing smooth operations and monitoring. Managed Contract Center service provider will have full autonomy to directly hire and train the whole team based on the defined project plan and business needs based on the Quantum of work and Call traffic and other related assigned work and on the agreed standards of service delivery.

The Managed Contact Center service provider will develop standard operating procedures and service level agreements for the provision of quality services and execute work in full compliance. The Contact Center will have full capabilities for In-Bound and Out-Bond call and correspondence channels as per the need of DUHS, the service offering will not be limited to booking appointments, making online payments, opting for consultation reminders, maintaining track of historical or past interactions with the patients across touchpoints like Voice Call, Video Chat, social media, Emails.

## TERMS AND CONDITIONS FOR BIDS AND BIDDERS

- 1.1.1 Bidder would be hired as per evaluation criteria of this document to provide services as mentioned in Annexure – C. Successful bidder would enter in to a Framework Contract as per Rule- 15 (B) of SPPRA Rules (Amended upto date).
- 1.1.2 Bidding shall be conducted under Rules 46 (2) "**Single Stage – Two Envelopes**" (Technical and Financial bids) procedure laid down in SPPRA Rules 2010 (Amended upto date). The contract shall be awarded as per the evaluation criteria mentioned in this document.
- 1.1.3 Bidders shall submit their bids with proper Indexing Table / Page Numbers and attach all the mandatory / required documents in Annex or Tagging format.

### 1.2 SOURCE OF FUNDS

- 1.2.1 Dow University of Health Sciences (DUHS), Karachi has allocated funds

towards the cost of “**Call centre Services**” from its own resources.

## **2. ELIGIBLE BIDDERS**

The bids which meet the following minimum **ELIGIBILITY CRITERIA (MANDATORY REQUIREMENT)** would be declared responsive for further evaluation as per Evaluation Criteria specified in this bidding document. **Documentary evidence must be attached in respect thereof:**

- 2.1 Original Tender Purchase Receipt / Pay Order of Tender Fee.
- 2.2 Bidder should be based in Karachi or should have a branch in Karachi. Office details at Karachi and all provincial headquarters (if any) with Phone Numbers / Addresses.
- 2.3 Copy of CNIC of signatory of the Bid Forms.
- 2.4 Bidder must be available on ‘**List of Active Tax Payers**’ of **FBR website** (for Income Tax).
- 2.5 Bidder must be available on ‘**List of Active Tax Payers**’ **SRB website** (for Sales Tax).
- 2.6 Valid **Professional Tax Certificate**.
- 2.7 Valid registration with **SECP / Registrar of Firms**.
- 2.8 Duly signed and stamped General Compliance Certificate as per the format give at **Annexure-B** of this document.
- 2.9 Duly signed and stamped Compliance to Scope of Work as mentioned vide **Annexure-C** of this document.
- 2.10 Bidder / Company Profile / Details as per **Annexure – D**.
- 2.11 Average annual turnover in the preceding 3 years (on the closing of last fiscal year) should **not be less than Rs. 40.000 million**, demonstrated through **Income Tax Returns (ITR – FBR)**, with audited statement of accounts details to be submitted as per **Annexure-F**
- 2.12 Valid Clients List as per specimen given at **Annexure – F**.
- 2.13 Duly signed and stamped Affidavit on Stamp Paper of Rs. 100/- as per Specimen at **Appendix – 1**.
- 2.14 **Satisfactory Performance Certificates** from current employer(s) on their official letter head duly signed and stamped by the competent authority, showing that bidder is providing the satisfactory **call center Services**
- 2.15 Valid documentary evidence in support of eligibility / qualification and evaluation criteria and conformity with required terms and conditions of Scope of Work / Services given in the Tender Document.
- 2.16 Bidder must have secured minimum 70 qualification marks in Technical Evaluation Criteria described at Clause 16.
- 2.17 Bidders’ past experience for Call Center Services. Original Satisfactory Performance certificate with agreement must be attached as an evidence

## **3. COST OF BIDDING**

- 3.1 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.

## **4. CLARIFICATIONS OF BIDDING DOCUMENTS**

- 4.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives not later than five **(05) working days** prior to the deadline for the submission of bids. Written copies of

the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

## **5. AMENDMENT OF TENDER DOCUMENT**

- 5.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by issuing corrigendum / addendum.
- 5.2 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.
- 5.3 All interested bidders that have purchased the bidding documents will be notified of the corrigendum / addendum in writing, and will be binding on them.

## **6. LANGUAGE OF BID**

- 6.1 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 written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

## **7. BID PRICE**

- 7.1 Price / bid offer should be quoted in Pak Rupees as per format given at **Annexure – I**.
- 7.2 The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
- 7.3 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.).
- 7.4 If there is no mention of taxes or calculation error, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the SST / GST or other taxes during the contract period shall be passed on to the Procuring Agency.
- 7.5 The price / bid offer shall be entered against each personnel/material / equipment for the whole duration of contract period.
- 7.6 Bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.

## **8. BID SECURITY / EARNEST MONEY**

- 8.1 The Bidder shall Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee (**Annexure -G**) in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of 30 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal. No interest will be paid on Bid Security. Photocopy of the **Bid Security shall be attached with the Technical Proposal after hiding the amount.**
- 8.2 Any bid not accompanied by an acceptable bid security shall stand rejected.
- 8.3 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.

8.4 The bid security of the successful bidder will be returned only when the bidder furnishes the required Performance Security and signed relevant contract agreement.

8.5 **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 provide the required amount of performance security after receiving LoA.
- vi. If the bidder fails to fulfill the requirements upon which he has given certificates / affidavits etc.

9. **VALIDITY OF BIDS**

9.1 All bids shall remain valid for **90 (ninety) days** from the date of opening of bids. A bid valid for a shorter period shall be rejected by the DUHS as nonresponsive.

10. **CLARIFICATIONS / CORRECTIONS OF BID**

10.1 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.

10.2 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.

11. **RESPONSIVENESS OF BIDS**

11.1 The valid bid security / earnest money is submitted **(Copy of the requisite Bid Security without showing the rates must be attached with the Technical Bid)**.

11.2 The bid is valid till required period.

11.3 The bidder had quoted all the items / services exhibited at **Annexure-I (Schedule of Requirement / BoQ)**.

11.4 The bid prices are firm during its validity and inclusive of all taxes, duties etc.

11.5 Compliance to all terms and conditions of tender document on specified formats.

11.6 The bidder is eligible for tendering and possesses the requisite experience.

11.7 The bid does not deviate from basic requirements.

11.8 The bidder submitted all mandatory / requisite documents as mentioned in the tender document.

11.9 The bid is generally in order.

12. **SUBMISSION OF BIDS**

12.1 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; one (1) original and One (1) copy. The original and all copies of the Technical proposal shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. Original & copies of the document should be separately clearly marking each **“ORIGINAL BID”** and **“COPY OF BID,”** as appropriate. In the event of any discrepancy between them, the original shall govern.
  - (c) Initially, only the envelope marked **“TECHNICAL PROPOSAL”** shall be opened; the soft copy of technical proposal only should also be provided in the form of USB showing the name of the company.
  - (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; and
  - (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- 12.2 The technical bid should contain all the relevant information and desired enclosures in the prescribed format. The financial Bid should contain only Financial Proposal and Bid Security. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- 12.3 Technical / Financial Bids should be submitted in sealed envelope. The inner and outer envelopes shall:
- a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - b. bear the Notice Inviting Tender / Invitation for Bids (NIT / IFB) title and number indicated in the Bid Data Sheet, and a statement: **“DO NOT OPEN BEFORE,”** to be completed with the time and the date specified in the Bid Data Sheet.
- 12.4 Opened or e-mailed or faxed or telexed bids will not be accepted.
- 12.5 Any bid received by the DUHS after the date and time of tender opening will be rejected and returned as unopened to sender / bidder.
- 12.6 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.
- 12.7 Bidder shall comply with all Pakistani Laws, 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.
- 12.8 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.
- 12.9 In case of discrepancies between the Invitation for Bid (IFB) / Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.

### **13. DEADLINE FOR SUBMISSION OF BID**

- 13.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 12.3 no later than the time and date specified in the Bid Data Sheet.

### **14. OPENING OF BID**

- 14.1 Procurement Committee will publically open the Sealed Technical Bids first at the date, time and place given in the Bid Data Sheet 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.
- 14.2 The name of bidder, details of 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.
- 14.3 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.
- 14.4 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).

### **15. EVALUATION OF BIDS**

- 15.1 The bids not responsive to the **MANDATORY ELIGIBILITY CRITERIA** provided at Clause 2 and Responsiveness of Bid according to Clause 11 shall not be eligible for further Technical Evaluation.
- 15.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive submitted by an eligible bidder.
- 15.3 The bids shall be evaluated on complete package basis (all groups basis). The bids for partial / limited items / limited groups shall not be considered and rejected.
- 15.4 It will be examined in detail whether the call centre services offered by the company complies with the provisions of this tender document. For this purpose, the company's data will be compared with the tender document eligibility and evaluation criteria along with visit to company facilities / offices for physical inspection (if required).
- 15.5 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no deviation / stipulation shall be taken by the company.
- 15.6 Technically qualified / successful bidder(s) / Tenderer(s) shall be eligible for Financial Proposal(s).
- 15.7 The Price evaluation will include all duties, taxes (Federal/Provincial/Local) and expenses etc. In case of any exemption of duties and taxes made by the Government (Federal/Provincial/Local), the contractor shall be bound to adjust the same in the Financial Proposal. The benefit of exemption from or reduction in the SST / GST / Income Tax during the contract period shall be passed on to the DUHS.
- 15.8 DUHS shall not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder.

- 15.9 Bidder shall be bound to produce the original documents for verification on the request of DUHS. If bidder failed to produce the original documents within the prescribed time schedule their Bid will reject.

**16. BID EVALUATION CRITERIA**

- 16.1 **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**
- 16.2 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**
- 16.3 The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.
- 16.4 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.
- 16.5 Only those Financial Proposals will be announced / considered which were technically qualified by the committee

**Technical Evaluation Criteria**

**Annexure-A**

The DUHS's evaluation of responsive bids will consider the following technical factors. The defined weights will be used in the technical evaluation of Managed Contact Center Services bids, A minimum scoring of **Technical Evaluation should be up to 75% to qualify for the Financial Bid evaluation.**

S.#	Evaluation Parameter	Max Marks		Bidder Response
1	<b>Technical Proposal</b>	<b>100</b>		
1A	<b>Company Profile</b>	<b>25</b>		
	i. No. of Years in Call Centre Business	5	Full Marks if the Bidder proves 10 + years of experience in similar business offerings. Bidders with less than 10 years of experience will <b>not</b> get any marks. (Provide documents & proof e.g registrations, previous work orders, Performance certificates/work completion certificates & agreements along with invoices )	
	ii. NTN Registration Certificate, Registration with Sales Tax, Income Tax	2	2 Marks each if Bidder has NTN Certificate & Sales Tax Certification (Provide documentary evidences). No marks in case of no registration	
	iii. Having an operational Call Center in the Company's name for the backup and disaster recovery plans	6	<b>6</b> Full Marks if the company operates a Call Center within Karachi. (Provide documentary evidence, contact Nos of own call Centre property documents or any rental agreement space.)  <b>2</b> Marks if the company does not operate a Call Center within Karachi but outside Karachi. (Provide documentary evidence,	



			contact Nos of own call Centre property documents or any rental agreement space.)	
	iv. Affidavit	2	2 Marks will be given to the bidder who provided an affidavit on stamp paper that the Bidder has not been blacklisted by (Private, Government, Semi Government, and Autonomous Body)	
	v. Financial strength & references	10	The company can provide a Bank Account Maintenance letter & past three years of Audited Reports showing an average of the last three years' Turnover of Pak Rs. 150 to 200 million. 10 Marks = if turnover is Pak Rs.100 million to 150 million 5 Marks = if turnover is Pak Rs 50 million to 100 million	
1B	Skill Set and Prospective Staff profiles	5	2.5 Marks if the Bidder can provide the resumes/salary slips of at least 20 staff ready to be inducted for Call Handling as per the scope of work. No marks if the bidder provides less than 20 resumes/salary slips (staff pay slips, bank statement appointment orders & CVs must be submitted ) 2.5 Marks, if the Bidder has the Software team & Network team for system integration with other systems of the DUHS or CRM or any other related solutions for service enhancements. (staff pay slips, bank statement appointment orders & CVs must be submitted.)	
1C	List of Similar Projects in hand organizing and conducting Call Center Trainings	10	10 Marks will be given for Proven evidences of hand Managed Call Center. The Bidder has to attached evidences /proofs/ work order/performance certificates of similar nature of projects. Each project will be given 2 Marks Note: Extensions or extension of awarded works would be considered a single project	
1D	Proof of ISO Certification	5	5 Marks (Provide documentary evidences)	
1E	Presentation / Demonstration of proposal	30		
	i. Presentation	5	Presentation of Proposed Solution as per Scope of work.	
	ii. Design /Delivery Methodology	15	Design/Delivery methodology as per scope of work mentioning the services must be elaborated.	
	iii. Implementation/Execution Plan	10	Implementation /Execution Plan along with timelines	

1F	Having Technology Solution and Infrastructure to run Contact center.	5	In case of DUHS need can offer Technological Solution and Managed Call Center Services through their own Premises/Contact Center. (Provide documents of infrastructure & assets in the forms of land documents & GST Invoices for assets)
1G	Proven record of having a CRM having Complaint Management system, Order Management System and a Mobile based Health Management Audio/Video application that can be integrated and used in for different functions of the Contact Center. The CRM should have multi-level auto escalation process with ability to send out messages, emails, notifications. The system must also have Android based application for Patient Management and taking Audio/Video calls. Bidder having Qualified system development team authorized to implement required changes, enhancements, system integration in the CRM. The team must also be capable to integrate CRM or similar solutions with DUHS systems within short notice.	20	<p>5 Marks if the Bidder has requisite:</p> <ul style="list-style-type: none"> <li>• Complaint management systems and</li> <li>• CRM solutions as mentioned in 1G and</li> <li>• Proof of qualified in-house team members for svstem enhancements. up-gradation and integration.</li> </ul> <p>10 Marks if the Bidder has required Health Management and Audio/Video IOS/Android based Mobile application. (Provide documentary evidences)</p> <p>5 Marks if the Bidder has required staff to be able to make changes in the CRM if so desired by DUHS. (Provide Cvs, payroll slips etc)</p>

**17. Financial Proposal Evaluation:**

- 17.1.1 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.
- 17.1.2 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.
- 17.1.3 Financial Bids / Proposals of Technically disqualified/rejected bidders will not be opened and sealed envelope shall be returned to the bidder.
- 17.1.4 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 17.1.5 Marks obtained in the detailed technical evaluation will be carried forward band prorated. Tender will be awarded to the Responding Organization with maximum accumulative points (Technical Score + Financial Score).
- 17.1.6 The formula for technical scoring is “Technical Marks / Score = Total Technical Marks of the respective bidder x 0.75”.
- 17.1.7 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 ÷ 25] x 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 ÷ 30] x 25 = 20.83

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

= [25 ÷ 37] x 25 = 16.89 Marks and so on.

## 18. REJECTION / ACCEPTANCE OF BID

17.1 A bid determined as non-responsive will be rejected and will not be made responsive by the bidder by correction of the non-conformity.

17.2 The bid shall be rejected if:

- i. it is substantially non-responsive in a manner prescribed in this tender document; or
- ii. it is against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or
- iii. bidder has conflict of interest with the DUHS; or
- iv. bidder engages in corrupt or fraudulent practices in competing for Contract award; or
- v. bidder tries to influence the bid evaluation / Contract award; or
- vi. bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- vii. unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or
- viii. subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- ix. any bidder encloses the financial bid within the technical bid, the same shall be rejected, as bids are invited according to the Single Stage – Two Envelope Procedure in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended upto date). In case; or
- x. qualified by vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly; or
- xi. without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
- xii. bidder fails to meet all the requirements of Tender Eligibility / Qualification

- Criteria (Clause-2); or
- xiii. bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ; or
- xiv. bid submitted with shorter bid validity period; or
- xv. bidder fails to meet the minimum evaluation criteria requirements; or
- xvi. bid not accompanied by the Bid Security (Earnest Money) of required amount and form; or
- xvii. bidder refuses to accept the corrected Total Bid Amount / Price; or
- xviii. the Bidder has been blacklisted by any public or private sector organization; or
- xix. bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
- xx. rates quoted by bidder are not workable (not meeting the requirements of minimum wages, Income Tax, Sales Tax, EOBI, SESSI, Gratuity etc.), or on higher side etc.

**18 PROCESS TO BE CONFIDENTIAL**

- 18.1 No bidder shall contact DUHS on any matter relating to its tendering process from the time of opening to the time of tendering announcement.
- 18.2 Any effort by a bidder to influence DUHS in the evaluation, comparison or selection decision may result in the rejection of its bid.

**19 COMPLIANCE CERTIFICATE**

- 19.1 The bidder should agree with the terms and conditions as mentioned in Annexure – B.

**20 AWARD CRITERIA**

- 20.1 Subject to Clause 21, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the most advantageous evaluated bid (technical + financial score), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**21 PROCURING AGENCY’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 21.1 The Procuring agency reserves the right to accept or reject any bid, as per Rule 25 of 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.

**22 PROCURING AGENCY’S RIGHT TO VARY QUANTITIES**

- 22.1 The Procuring agency reserves the right to increase and/or decrease the quantity and/or drop the any or multiple services(s) originally specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ without any change in unit price or other terms and conditions during the contract period.

**23 REQUIREMENT / FORMAT OF BID**

- 23.1 All bidders shall quote their **firm and final rates** including all the taxes, duties, levies, cess etc. on the format given at Annexure – I 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.

**24 ALTERNATIVE BIDS**

- 24.1 Alternate Bids shall not be allowed, if any bidder elects to submit alternative bid(s) / proposal(s), both bids viz. ORIGINAL and ALTERATIVE will be rejected straightaway.

**25 NOTIFICATION OF AWARD**

- 25.1 Prior to expiration of the bid validity period or extended bid validity period, the Procuring agency 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 e-mail. The notification of award will constitute the formation of the contract.

**26 PERIOD OF CONTRACT**

- 26.1 Initially contract shall be signed for a period of one year (12 months), however, DUHS at its own discretion can extend the contract for a further period of one year or extendable for two years. The contractor shall be bound to provide the services & goods for extended period without any increase in rate and terms & conditions.

**27 CONTRACT AGREEMENT**

- 27.1 Subject to the fulfillment of all codal formalities, the Procuring agency will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. DUHS and Bidder will sign the Contract Agreement on the stamp paper.
- 27.2 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.
- 27.3 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.
- 27.4 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.

**28 PERFORMANCE SECURITY**

- 28.1 The Successful bidder shall submit the Performance Security / Guarantee in the amount specified in the Bid Data Sheet in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of ninety (90) days beyond the date of completion / expiry of the contract. No interest will be paid on Performance Security.

**28.1 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, acquiring of the said services may be taken from the next most advantageous bidder vide the same Work Order at contractor's 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.

28.2 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.

## **29 CANCELATION OF CONTRACT**

29.1 If the successful bidder fails to provide the satisfactory services, the DUHS shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The DUHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

## **30 TERMINATION FOR DEFAULT**

30.1 DUHS without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, may terminate this Contract in whole or in part:

- (a) if the contractor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the DUHS; or
- (b) if the contractor fails to perform any other obligation(s) under the Contract.
- (c) if the contractor, in the judgment of the DUHS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“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 Borrower, 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 Borrower of the benefits of free and open competition.

## **31 FORCE MAJEURE**

31.1 The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DUHS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the contractor shall promptly notify the DUHS in writing of such condition and the cause thereof. Unless otherwise directed by the DUHS in writing, the Contractor shall continue to perform its obligations under the

Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**32 TERMINATION FOR INSOLVENCY**

32.1 DUHS may at any time terminate the Contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DUHS.

**33 TERMINATION FOR CONVENIENCE**

33.1 The DUHS, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DUHS's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

**34 RESOLUTION OF DISPUTES**

34.1 In the case of a dispute between the DUHS and the Contractor, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Amended upto date).

**35 GOVERNING LANGUAGE**

35.1 The Contract shall be written in the ENGLISH language All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

**36 APPLICABLE LAW**

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

## NOTICE INVITING TENDER (NIT)



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

Baba-e-Urdu Road, Karachi-74200 Pakistan.  
Tel: 9215754-57 Ext: 5811 Website: [www.duhs.edu.pk](http://www.duhs.edu.pk)

No. DUHS/P&D/2023/11401

Dated: April 15, 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 TRANSPORT SERVICES FOR RIVA WATER PLANT (REF NO: DUHS/W&S-NIT/111)	Single Stage – Single Envelope Procedure as per rule 46 sub rule-1 of SPP Rules 2010 (Amended upto date)
2.	HIRING OF SERVICES FOR MANAGED CONTACT CENTER FOR DUHS HEALTH CARE FACILITIES AND LABS. (REF NO: DUHS/W&S-NIT/112)	Single Stage – Two Envelope Procedure as per rule 46 sub rule-2 of SPP Rules 2010 (Amended upto date)
3.	PROVISION OF LAUNDRY SERVICES (REF NO: DUHS/W&S-NIT/113)	Single Stage – Two Envelope Procedure as per rule 46 sub rule-2 of SPP Rules 2010 (Amended upto date)
4.	RE-TENDER - HIRING OF SERVICES OF HUMAN RESOURCE OUTSOURCING FIRMS (HR FIRMS) FOR PROVIDING SKILLED, SEMI-SKILLED AND UNSKILLED HUMAN RESOURCE (REF NO: DUHS/W&S-NIT/114)	Single Stage – Two Envelope Procedure as per rule 46 sub rule-2 of SPP Rules 2010 (Amended upto date)

Tender Fee	<b>Rs. 2,000/- (Rupees Two Thousand Only)</b> 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 mentioned in the bidding document.
Purchasing Date & Time	<b>From the date of publishing to 09-05-2023 (10 a.m to 02 p.m)</b>
Bids Delivery & Opening Date & Time	<b>10-05-2023 at 11:00 a.m &amp; 11:30 a.m.</b>

Detailed Specification are mentioned in the prescribed tender documents alongwith 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), 5<sup>th</sup> Floor Administration Block, Baba-e-Urdu Road near Civil Hospital Karachi.

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



**Bid Data Sheet**

The following specific data for the goods / services 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.

<b>ITB 1.1</b>	<b>Name of Procuring Agency:</b> Dow University of Health Sciences, Karachi (DUHS)
<b>ITB 1.1</b>	<b>Name of Contract:</b> Hiring of Services for Managed Contact Center for DUHS Health Care Facilities and Labs.
<b>ITB 4.1</b>	<b>Postal Address:</b> Dow University of Health Sciences (DMC Campus), Director Planning & Development Department 5 <sup>th</sup> Floor Administration Block, Baba-e-Urdu Road near Civil Hospital Karachi. Phone No. + 92-21-3877100 (Ext: 5820)
<b>ITB 6.1</b>	Language of the bid shall be ENGLISH.
<b>ITB 7.1</b>	The price quoted shall be in <b>Pakistani Rupee</b>
<b>ITB 7.2</b>	The price shall be fixed during the contract period.
<b>ITB 8.1</b>	Amount of bid security <b>shall not be less than 1% of the total bid price of one year (12 months).</b>
<b>ITB 9.1</b>	Bid validity period shall be <b>90 days</b>
<b>ITB 12.3 (a)</b>	Dow University of Health Sciences (DMC Campus), Director Planning & Development Department 5 <sup>th</sup> Floor Administration Block, Baba-e-Urdu Road near Civil Hospital Karachi.
<b>ITB 12.3 (b)</b>	<b>IFB/NIT Title:</b> Hiring of Services for Managed Contact Center for DUHS Health Care Facilities and Labs. IFB/NIT No. DUHS/P&D/2023/11401, Dated: April 15, 2023 “Must bear the name of the bidder” and a warning “Do Not Opened Before the time and date of bid opening”
<b>ITB 13.1</b>	<b>Deadline for bid submission:</b> <b>Date:</b> 10-05-2023 <b>Time:</b> upto 11:00 Hrs.
<b>ITB 14.1</b>	<b>Date, Time and Place of Bid opening</b> <b>Date:</b> 10-05-2023 <b>Time:</b> 11:30 Hrs. <b>Place:</b> Dow University of Health Sciences (DMC Campus), Director Planning & Development Department 5 <sup>th</sup> Floor Administration Block, Baba-e-Urdu Road near Civil Hospital Karachi.
<b>ITB 28.1</b>	Amount of Performance Security <b>shall not be less than 2 % of the total contract value of one year (12 months).</b>

**TECHNICAL PROPOSAL SUBMISSION FORM**  
**(On Bidder's / Company's / firm's Letterhead)**

[Location, Date]

To (Name and address of Client / DUHS)

Dear Sir,

We, the undersigned, offer to provide **the (insert title of assignment)** in accordance with your IFB / NIT / Tender Document No. **(insert number)** dated **(insert date)** and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Bids sealed in one envelope.

Having examined the bidding documents including Addenda / Corrigendum Nos. **[insert numbers & Date of individual Addendum / Corrigendum]**, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the SERVICES / GOODS under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents.

We undertake, if our bid is accepted, to deliver the Services / Goods in accordance with the delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the Most advantageous bid or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

We also confirm that the any Government organization (Federal / Provincial / Local) has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

**FINANCIAL PROPOSAL SUBMISSION FORM**  
**(On Bidder's / Company's / firm's Letterhead)**

[Location, Date]

To (Name and address of Client / Competent Authority (DUHS))

Dear Sir,

We, the undersigned, offer to provide the **(Insert title of assignment)** in accordance with your IFB / NIT / Tender Document No. **(insert number)** dated **(insert date)** and our Technical Proposal. Our attached Financial Proposal is for the sum of **(insert amount in words and figures)**. This amount is inclusive of all taxes, duties, levies, Cess, Octroi etc.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the 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 also declare that the any Government organization (Federal / Provincial / Local) has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

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

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

**GENERAL COMPLIANCE CERTIFICATE**

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

[Location, Date]

To: [Name and address of Employer]

**Re: Tender Reference NO. DUHS/P&D/2022/11300, Dated: 26-12-2022, “HIRING OF CALL CENTRE SERVICES FOR HEALTH FACILITIES AND LABS”.**

Dear Sir,

I/we carefully gone through the Terms & Conditions as mentioned in the above referred Tender documents. 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 / Seal :

**SCOPE OF WORK**  
**(On Bidder's / Company's / firm's Letterhead)**

## **1. 1.1 PROJECT SPECIFICATIONS**

The DUHS seeks to award contracts through this RFP process to a qualified responsive Bidder/organizations.

### **1.2 Organizational Background and Experience**

Bidders must have a minimum of Five years' experience in providing call center services through one or more call centers. It is preferred that the bidder also have experience operating regional or countrywide call centers. Bidders must have the organizational structure, facilities and technology in place to ramp-up call center operations to fully operational status within 10 days after being notified by the DUHS. Bidders must provide a list of call centers, preferably regional or countrywide, that the bidder has managed within the last five years.

### **1.3 Staff Qualifications**

- a) The bidder shall ensure that the project and each of its components is adequately staffed with experienced, knowledgeable calling agents who can meet the responsibilities outlined in this RFP. The bidder shall provide the DUHS with an organizational chart outlining the structure of the call center including management and all key staff, and identified lines of authority. The bidder must identify a Program Manager who will serve as the main contact with the DUHS.
- b) The DUHS must be notified in writing, reasonably in advance, if a new or other Project Manager will be hired. The notice must include an explanation for the change and the name and credentials of the individual proposed to assume the position. Any changes or additions in calling agents once the contract has begun must also be reported to the DUHS with resumes submitted to the DUHS, for prior approval, reasonably in advance of when staff begins employment.
- c) The bidder is responsible for hiring, managing and maintaining a staff of qualified, trained operators capable of responding to the volume and type of calls outlined in the RFP. The management team and number of live operators must be sufficient to provide timely responses to all calls and updates to the database, as well as responses to administrative concerns and inquiries posed by the DUHS.
- d) The selected bidder must submit a staff training plan outlining how staff will be trained on an on-going basis to respond to callers' inquiries and concerns, build skills sets to appropriately respond to callers, and ensure that staff is kept up-to-date on "Question and Answer" script content. The bidder must make available sufficient numbers of staff to assure contracted performance standards are met (call waiting times, etc.). The bidder must assure the ability to respond in multiple languages as indicated by the specific emergencies for which the call center is activated.

### **1.4 Accessibility and Staffing**

- a) The bidder will operate the call center on a continuous basis, 24 hours a day, 7 days a week, for the whole duration of the contract, with capable staff available to answer calls directly during this entire time period. Answering machines cannot be utilized.
- b) The bidder must have the capability to ramp-up call center operation to fully operational status within 10 days after being notified by the DUHS and provided the DUHS's "Question and Answer" script and data collection form for use by call center operators. Before attaining the fully operational status, the call center must be able to

establish a functioning call center within 48 hours of the award of contract. This means that the bidder must have the facility, technology, and staffing in place to start taking calls within 48 hours of notification.

- c) The bidder must have sufficient staff to adjust the number of staff at the call center to accommodate all call volume fluctuations, including the potential to accommodate call volume for the entire province, and coordinate with other call centers and services, as needed. The number of the required calling agents is likely to change as the call center starts operating and data starts pouring. Ideally the call center should be in a position to immediately provide the services of at least 8 calling agents (which may go up if the situation so warrants). The calling agent must be well familiar with English, Sindhi and Urdu, languages.
- d) The call center must be accessible to all persons throughout the province and have the capability to answer calls from other provinces.
- e) The bidder must have the capability to receive calls forwarded from other toll-free numbers that may be directed to the call center.
- f) The bidder is required to integrate the proposed solution with the current in operation help line of 000.xxxxxx
- g) The bidder will be required to hire staff which has strong communication and interpersonal skills. Operators should be culturally competent with the language and region they would be dealing with and be capable of interviewing callers of diverse backgrounds, including older adults, people with disabilities, teenagers, ethnic and religious minorities. Operators should have the ability to handle inquiries and requests from callers in a courteous and professional manner, including calls received in crisis situations and/or from irate callers.

### **1.5 Integrated Voice Response Systems**

- a) The bidder may use an integrated voice response system (IVRs) to provide the initial message to callers. The bidder may propose using IVR in other ways that have been shown to be effective within the scope of work of the RFP.
- b) The bidder shall include the ability for callers to select an educational message or answer to frequently asked questions through an automated menu, if requested by the DUHS.
- c) The bidder must make all automated messaging available in English, Sindhi and Urdu.
- d) The bidder must always provide the option of a live person response for all callers during the period of operation.

### **1.6 Response Times**

- a) The bidder must answer all calls within the first two rings, either by a live operator or by the integrated voice response.
- b) The average wait or hold time for a live operator must be less than 30 seconds.
- c) The bidder must indicate their anticipated incoming average blockage rate (the percent of calls that receive a busy signal).
- d) The bidder must indicate their anticipated average abandoned call rate.

### **1.7 Caller Assistance/Information Dissemination**

- a) The bidder is responsible for providing up-to-date information and referrals appropriate to caller needs, including callers in crisis. The bidder will use “Question and Answer” scripts provided by the DUHS to facilitate input and retrieval of information by operators and to ensure the timely delivery of accurate information and referrals. More specifically, the bidder’s information dissemination responsibilities include, but are not limited to, providing the following information to callers:
  - b) Determine caller needs and circumstances
  - c) Provide accurate information based on “Question and Answer” scripts in response to caller questions.

- d) Provide in-service training, on an as neededw2 basis, to keep staff up-to-date on “Question and Answer” script content. Scripts may undergo rapid revisions due to the changing nature of the health services, and the bidder must ensure that staff are provided and are using the most current script provided by the DUHS.

### **1.8 Caller Database:**

- a) The bidder will manage and utilize a standardized database to collect and to report accurate information on individual callers and nature of the calls, and submit to the DUHS at specified timeframes. All data must be kept confidential. Data collected must also be aggregated, as directed by the DUHS. Database requirements include, but are not limited to, the following:
- b) Utilize a standardized database to capture data on each caller using a data collection form developed by the DUHS and provided to the Bidder. Data to be collected will depend upon the screening questions approved by the DUHS. In addition, the Bidder should also be able to input data of other formats as and when asked or defined by the DUHS
- c) The data collection system must also be able to export the raw data into a delimited flat file, spreadsheet software, such as Microsoft Excel.
- d) Submit summary data reports at required intervals to the DUHS (either daily, weekly, monthly, or other intervals, depending on DUHS directed need), in a DUHS provided format. Summary reports must be accompanied by a Microsoft Excel or other delimited flat file containing individual records for the data that are aggregated in the summary reports.
- e) Securely store and transmit data that includes confidential information.
- f) Produce ad hoc reports as requested by the DUHS.

## **2. Management Reports**

- a) The Bidder must submit management reports as required by the DUHS for its use in the review, management and analysis of the call center. To support these reports, the Bidder must collect, at a minimum, the following information on each call:
  - Date and time
  - Disposition (abandoned, queued, connected, completed)
  - Time to connect
  - Duration
  - For answered calls: language
  - For IVR systems: tallies of all menu selections
- b) Summary reports must also be submitted and include peak hours for calls, average length of calls, use of translation services for languages other than English and devices for individuals with disabilities, call abandonment rates, and any other challenges and/or issues related to staffing, maintenance and operational issues and their disposition. The information submitted must include any data used to determine billing charges.
- c) The Bidder must have quality control measures in place to assure accuracy and timeliness of all reports. Reports shall be provided by the Bidder in paper format and in an electronic format as determined by the DUHS.

### **3.1 Quality Assurance and Improvement**

The Bidder shall have a written internal quality assurance (QA) plan for the monitoring and improving of call center services, which includes training and supervision of staff, ongoing performance assessment of the quality of information provided to callers, and follow-up on identified issues. Any alteration of the frequency or strategy for monitoring call center services shall only be made with prior approval of the DUHS. This includes, but is not limited to:

- a) Evaluation of call center operations including monitoring of response time, abandonment rate, staff effectiveness, and use of management reports to improve call center performance.
- b) Provision of feedback to the DUHS regarding questions from callers that the “Question and Answer” script does not answer.
- c) The capability to gather and report on customer complaints, compliments and other service-related comments/suggestions and protocol to respond to customer complaints.
- d) A process for rapid and thorough follow-up of any complaints.
- e) Performance assessment of call center services, staff training, and reporting to the DUHS.
- f) Provision of advice and recommendation to the DUHS regarding call center operations and management. Such responsibility shall include, but not be limited to, keeping the DUHS informed in a timely manner concerning such matters as new advances and technological improvements in telecommunications, innovation and any potential issues affecting the call center. The DUHS is not under any obligation to act on such advice or recommendations.

**g) TECHNICAL PROPOSAL**

Responses to all proposal requirements must be addressed in the Technical Proposal. The Technical Proposal consists of a narrative description of how the Bidder will manage all aspects of the DUHS contact center described in Scope of work (Project Specifications). Bidder may provide additional information or recommendations relevant for consideration in the determination of award of the contract(s).

Technical proposals must be organized into the following sections:

- a. Section 1: Executive Summary
- b. Section 2: Organizational Background and Experience
- c. Section 3: Design /Delivery Methodology
- d. Section 4: Staff Qualifications
- e. Section 5: Implementation/Execution Plan

**4. QUALITY OF WORK**

- 4.1 The contractor shall ensure that the quality of services is to be the entire satisfaction of the Officer/Official In-charge of the location.
- 4.2 The decision of the DUHS management with regard to the determining the quality of work/Services done by the contractor shall be final and acceptable to the contractor. The contractor shall therefore rectify the defect so pointed out without any extra payment. In case of failure the DUHS reserves the right to get the work/service so rejected, done from some other source at the risk and cost of the contractor. The expenditure so incurred shall be recovered from the pending bills of the contractor or any other outstanding dues or by all parts of the security/other deposits as he may think proper.
- 4.3 Upon sub-standard services and unsatisfactory performance of the vendor as determined by the DUHS Management, giving one month’s notice to the Company shall terminate the contract agreement. Unsatisfactory includes:
  - Unable to provide the desired number of workers.
  - Absence of worker(s) from duty
  - Casual performance of duty by workers.
  - Any loss and damage to be occurred to DUHS property due to the negligence/unsatisfactory performance of the contractor.



- Non-reporting of major incidents to DUHS management that occurs in the DUHS premises
- 5.4 During the validity of the contract agreement, in case damage occurs to the property or personnel of the DUHS and caused by the negligence of the worker the company shall be wholly responsible and liable for paying for such losses occurred to DUHS.

## 5. **PENALTY**

- 5.1 The service provider of the contractor will be bound to wear neat and clean uniforms/dresses & badges approved by the DUHS. In case of violation fine will be imposed by the DUHS, which will be at least Rs. 500/- per employee per day.
- 5.2 Successful Bidder shall be bound to provide the required services within the delivery period. In case of late delivery, late delivery (LD) charges equivalent to 1% (of the PO/contract Value) per week shall be imposed and deducted from the payment. However, the imposed penalty shall not exceed 10% of the PO/contract value.

## 6. **RECTIFICATION REPORT**

- 9.1 In case of any complaint or observation conveyed to the Contractor DUHS authorities, the Contractor will report the steps taken in order to rectify those observations in writing within stipulated time.

## 7. **GENERAL TERMS & CONDITIONS**

1. The Dow University of Health Sciences, Karachi (DUHS), is a Public Sector University founded in December 2003. DUHS has been developing a tradition of excellence in education, research and community service. DUHS has educated and trained more than 8,000 students and residents from 30 academic & health care institutes. The University has nearly 4,400 employees, including approximately 970 faculty members at present.
2. The Dow University of Health Sciences, Karachi (DUHS) invites sealed proposals (technical proposal and financial proposal) for selection of a Bidder/consulting Bidder based in Pakistan and registered with sales tax department/ having national tax number (NTN). This selected Bidder shall perform

### **Managed Contact Center Services for DUHS Healthcare**

3. Pre-Bid Meeting: In order to obtain a full understanding of the Scope of Work, a meeting of the Bidders may be scheduled on appropriate date with procurement committee. Those who wish to attend/ participate should inform the undersigned.
4. Clarification if any on the technical requirement may also be obtained by sending an email to [sh.ahmed@duhs.edu.pk](mailto:sh.ahmed@duhs.edu.pk) / [Khalil.rehman@duhs.edu.pk](mailto:Khalil.rehman@duhs.edu.pk) / [Muzaffar.alishah@duhs.edu.pk](mailto:Muzaffar.alishah@duhs.edu.pk) (before pre-bid meeting).
5. The clarifications issued in respect of all queries (through email and during pre-bid meeting) will be uploaded on DUHS Website Response to the queries received after the pre-bid meeting shall not be made.
6. Proposal shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial Proposal and the technical Proposal. The envelopes shall be clearly marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters.

7. Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened publicly. The envelope marked as “**FINANCIAL PROPOSAL**” shall be retained.
8. After the evaluation and approval of the technical proposal, financial proposal of the technically accepted proposal only will be opened at a time, date and venue announced and communicated to the Bidders in advance. Financial Proposals of technically non-responsive will be returned.
9. If any Bidder submits more than one option against this invitation, then bid security shall be submitted against the highest quoted option.
10. The bid security of successful Bidder will be retained and that of other Bidder/consulting Bidder will be returned after award of contract.
11. If the proposal is withdrawn before the expiry of its validity or the supply/services are not made/provided within due date, the bid security will be forfeited in favor of the DUHS.
12. The language of the proposals is English and alternative proposals shall not be considered.
13. Amendments or alterations/cutting etc., in the proposals must be attested in full by the person who has signed the proposals.
14. The prices quoted shall correspond to 100% of the requirements specified. The prices quoted by the Bidder shall not be adjustable. Changes or revisions in rates after the opening of the proposals will not be entertained and may disqualify the original offer.
15. Bidder shall quote cost inclusive of applicable taxes and any other cost involved therein.
16. The rates must be quoted strictly in accordance with our documents and Annex(s).
17. Discounts (if any) offered by the **Bidder** shall be part of the proposal.
18. In case applicable taxes have neither been included in the quoted price nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted amount will be considered inclusive of all taxes and selected Bidder will have to provide the required services, if selected and declared as highest ranked Bidder. In case Bidder is not willing to provide services on quoted amount then bid security submitted with the proposal will be forfeited in favor of the Commission and next ranked bidder will be awarded the contract.
19. Proposals shall be evaluated as per evaluation criteria of this Request for Proposal.
20. Bidder must have regular place of business, telephone numbers and email address and must provide proof of their existence in the particular business.
21. Bidder must submit an affidavit with the bid/proposal that the Bidder is not black listed by any organization.
22. Only registered Bidder who are on Active Taxpayers List (ATL) of FBR are eligible to supply goods/services to the Commission.
23. If any Bidder is not in ATL then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.

24. DUHS reserves the right to cancel this invitation and reject all proposals at any stage of the bidding process.
25. The Bidder do not have the option of submitting their proposals electronically. Telegraphic and conditional proposals will not be accepted. Unsealed proposals will not be entertained.
26. The Bidder shall undertake to maintain complete confidentiality of all the information, facts, proceedings, decisions, and documents etc. throughout the engagement and till the completion of the whole process. It will also be required to execute a Confidentiality Agreement before starting the assignment.
27. The proposals received after the due date and time will not be entertained.
28. It is of utmost importance that proposals should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
29. The place of proposal destination is: **Dow University of Health Sciences, Karachi**, Address: Office of the Director Planning & Development Department (DMC Campus), Baba-e- Urdu Road near Civil Hospital DUHS, Karachi;
30. The envelopes shall bear the following identification marks:

**Bid for:** Hiring of Services for Managed Contact Center for DUHS Health Care Facilities and Labs.

**Bidder Name:**

**Attention:** **Director Planning & Development**  
Address: Office of the Director Planning & Development Department (DMC Campus), Baba-e- Urdu Road near Civil Hospital DUHS, Karachi;

The bid/proposals opening shall take place at:

**Dow University of Health Sciences, Karachi**  
Address: Office of the Director Planning & Development Department (DMC Campus), Baba-e- Urdu Road near Civil Hospital DUHS, Karachi  
Date: May 10, 2023 11:00 Hrs

**8. CONFIDENTIALITY**

- 8.1 The company shall ensure that all employees performing, the services shall NOT any time during the validity of the contract agreement or thereafter, will disclose any information whatsoever, to any person, as to be affairs of the DUHS or its personnel and as to any other matter, which may come to their knowledge by reason of performance of the services.
- 8.2 The company shall ensure that all its employees maintain strict confidentiality about the patients and their caregivers and does not disclose it to individuals with no need to know
- 8.3 If in the opinion of the DUHS Management, there has been any such disclosure the person concerned shall immediately be dismissed from the service of the company and other necessary action shall also be initiated with the consultation of DUHS management.

**9. RESPONSIBILITIES OF THE COMPANY**

- 9.1 In addition to the services to be performed by the company specified above, the company shall provide at additional cost to the DUHS such supervision of its employees as is necessary to adequately fulfill its obligations.
- 9.2 The company is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties. Formal evidence of this may be sought by DUHS on a case-by-case basis.
- 9.3 The Company is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its personnel and agrees that neither the DUHS nor any of its personnel shall be held liable for either of the above in any manner.
- 9.4 The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with DUHS employees.
- 9.5 The company is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the DUHS management regarding their service matters that is the sole responsibility of the company.
- 9.6 The DUHS may refuse to accept services from any of the employees of the company, whose work has been found unsatisfactory or not in accordance with the requirements of this document.
- 9.7 Any health risk incident during the currency of the contract, would be the responsibility of the vendor and no claim can be charged

**10. RESTRICTION OF ASSIGNMENT / TAKE OVER**

- 10.1 The company shall not assign or sub-contract any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contacting by the company shall entitle the DUHS to terminate its services forthwith.
- 10.2 If the company makes any arrangement with or assignment in favor of its creditors or amalgamates with any other concern or his taken over, the DUHS shall be entitled to terminate its services forthwith.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

**BIDDER PROFILE / DETAILS***(Add separate sheets, if required)*

1.	Registered Company Name	
2.	Company Registration Number / Certificate	
3.	Date of Registration	
4.	National Tax Number	
5.	General Sales Tax Number	
6.	Sindh Sales Tax (SST) Number (SRB)	
7.	Registration Certificate with EOBI / SESSI	
8.	Years of Operation of Company after its Registration	
9.	Details of 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.	List of Machinery / Equipment (To be utilized for the call centre work)	
21.	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's / Company's / firm's Letterhead)**

[Location, Date]

To: [Name and address of Employer]

**Re: NIT NO. DUHS/P&D/2023/11401, Dated: April 15, 2023,**  
**“HIRING OF SERVICES FOR MANAGED CONTACT CENTER FOR DUHS**  
**HEALTH CARE FACILITIES AND LABS.”**

Dear Sir,

1) I/we hereby declare that, our firm's Annual Turnover in last 3 fiscal years (on closing of last fiscal year) is as follow:

<b>F.Y ONE</b>	<b>F.Y TWO</b>	<b>F.Y THREE</b>
PKR _____(Million)	PKR _____(Million)	PKR _____(Million)

And,

2) I/we hereby declare that, our firm had filed Income Tax Returns (ITR) for last 3 years. (Copy ITR 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

**CLIENT LIST**  
**(On Bidder's / Company's / firm's Letterhead)**

Location, Date]

To: [Name and address of Employer]

**Re: NIT NO. DUHS/P&D/2023/11401, Dated: April 15, 2023,  
 "HIRING OF SERVICES FOR MANAGED CONTACT CENTER FOR DUHS  
 HEALTH CARE FACILITIES AND LABS."**

Dear Sir,

I / we hereby declare that we had completed / ongoing following projects / contracts in Public and Private Sector University and/or Govt. / Semi Govt. organization and/or large National / Multi-National organization registered with SECP **for providing the 100 or more Janitor's Services at a time for a minimum period of 12 months during the last five (05) years** ending on the deadline for bid submission (copy of satisfactory performance certificate / reference letter / agreements / contracts / work orders are attached for your reference):

Sr. No.	Client Name / End User	Nature of Client (Govt. / Semi Govt. / Private Sector)	No. of Janitors / Scope of Work	Name & Location of Project	Year	Total yearly contract value (PKR)

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

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 CALL CENTRE SERVICES FOR HEALTH FACILITIES AND LABS.**

**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 date 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.: \_

\_\_\_\_\_

\_\_\_\_\_

issue: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated of

Valid upto:

Value (Rs.): \_

To: [Name &amp; 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 2.5% 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 &amp; Seal: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Sworn &amp; Sign before me

This day of .....

**FORMAT FOR QUOTING OF RATES****SCHEDULE OF REQUIREMENT / BOQ****IMPORTANT NOTE**

1. The contractor shall be bound to pay the minimum salary to its employees working at DUHS as per the prevailing rates of the Labor & Human Resource Department, Government of Sindh, and Sindh Minimum Wages Act 2015.
2. The services of staff must be on a shift basis according to labor laws.
3. The staff is required to be present at designated locations of Dow University of Health Sciences, Karachi. Staff will work according to the timetable issued by the management of DUHS.
4. DUHS reserves the right to decrease or delete the quantities of requisite services and also reserves the right to increase/enhance the quantity of the required services without any change in unit price or other terms and conditions at any time during the contract period.

**DUHS Managed Contact Center Services:**

S.No	Description of Service offering	Monthly services Charges inclusive of all applicable taxes	Required Quantity	Total Monthly Service Charges
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5. (3 x 4)</b>
1.	Manager Contact Center (Per Person Charges 8 hours shift)		<b>1</b>	
2.	Shift In-Charge/ Supervisor (Per Person Charges 8 hours shift)		<b>3</b>	
3.	Contact Center Facilitators (Per Facilitator Charges 8 hours shift)		<b>12</b>	
<b>Monthly Charges (IN PAK RS.) Including all taxes</b>				
<b>Total Charges for 12 Months (IN PAK RS.) Including all taxes</b>				

We hereby declare and confirm that

- Quoted prices/charges are inclusive of all costs and applicable taxes.
- DUHS reserves the right to cancel this invitation and reject all bids at any stage of the bidding process

**Signature**

---

**Name with Official Stamp**

---

**Date**

---

**A F F I D A V I T**

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

We, M/s. \_\_\_\_\_ hereby undertake that:

- i.** Our company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government Organization.
- ii.** Any director or owner of our company is not awarded any punishment from any Court of Law.
- iii.** We has submitted the correct and complete information along with our bid/offer.
- iv.** If any document / information is found forged / engineered / false / fake / bogus at any stage OR any criminal proceedings found in any court of law during the contract period, DUHS has right to terminate our services immediately without assigning any reason and making any refund or payment and we may be declared as Blacklisted and the performance guarantee and payment, if any may be forfeited.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

**ATTESTED BY NOTARY PUBLIC**

**INTEGRITY PACT****DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

**[Name of Supplier/Contractor/Consultant]** hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ Consultant]** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

**[Name of Supplier/Contractor/Consultant]** certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

**[Name of Supplier/Contractor/Consultant]** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

\_\_\_\_\_  
[Procuring Agency]\_\_\_\_\_  
[Supplier /Contractor/Consultant]

**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 firm for call centre services, 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.****It is agreed that:**

In consideration for the mutual disclosures, the Parties agree to the terms of this Non- Disclosure Agreement:

1. "Information" means all information, data, ideas, innovations or material disclosed by any of the Parties relating to the project, whether or not marked or designated as confidential, including, but not limited to ISTD's information to business plans, business proposals, projects, financial information, customer/company lists, prospective customers, technical proposals, product descriptions, hardware specifications, software licenses, software in both source and object code, computer outputs, computer interfaces, application programmed interfaces, computer calls, flow charts, data, drawings and know-how.

**Each Party's Obligations:**

2. Each Party will:
  1. keep the Information disclosed to it by any disclosing Party confidential and secure, and in addition apply the same degree of care and the same controls which that Party applies to his or its own trade secrets.
  2. use or make copies of the Information disclosed to it solely to assess the Opportunities and Technologies. Any such copies shall remain the property of the disclosing Party and be distributed or otherwise be made available internally within the receiving Parties on a need-to-know basis.
  3. give immediate notice to the disclosing Party if a receiving Party knows of or suspects that there has been any unauthorized use or disclosure of Information arising through a failure by a Party to keep the Information confidential.

**Publicity:**

3. No receiving Party will without the prior consent in writing of the disclosing Party either release any press statement or issue any other publicity regarding the existence, scope, objective, conduct, performance or results of any proposed or actual contract between any of the Parties.
4. Receiving Party will never market this product and DUHS will never endorse the same.

**Exclusions:**

- 5. The provisions of this Agreement shall not apply to Information:
  - 1. which a receiving Party can prove to the reasonable satisfaction of the disclosing Party was lawfully in his or its possession at the time of disclosure and was not acquired either directly or indirectly from the disclosing Party; or
  - 2. which is lawfully generally known (other than due to the negligent act or omission of Parties or his breach of this Agreement); or
  - 3. which the receiving Party obtains from a third party which was entitled to disclose that Information to the receiving Party without any restriction.

**Various Obligations:**

- 6. Each receiving Party agree that he or it shall not acquire any right in or title to or license in respect of the Information disclosed to it or any intellectual property rights embodied in the Information. The rights provided to the Parties under this Agreement are personal to the Parties and shall not be assigned or transferred to any other party whatsoever.
- 7. The obligations under this Agreement shall continue as regards any item of Information until it is lawfully generally known or is otherwise not subject to the provisions of this Agreement, to a maximum term of five years from the date of this Agreement.
- 8. On the written request of a disclosing Party at any time, each receiving Party agrees to:
  - 1. promptly return or procure the return of or destroy (at the disclosing Party's option) all or some (as the disclosing Party may direct) of the originals and copies of the Information under his or its care or control and
  - 2. conBidder in writing that this has been done and that no Information or copies exist under the receiving Party's care or control and
  - 3. not use the Information for any other purpose whatsoever.
- 9. Nothing in this Agreement prevents disclosure of the Information to any persons or bodies having a legal right or duty to have access to or knowledge of the Information.
- 10. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and replaces all previous agreements between, or undertakings by the parties with regard to such subject matter. This Agreement cannot be changed except by written agreement between the parties.
- 11. This Agreement is governed by Pakistani law and the parties submit to the jurisdiction of the Pakistani Courts.

\_\_\_\_\_  
 (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: \_\_\_\_\_