

DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI



BIDDING DOCUMENTS

*Single Stage – One Envelope Bidding Procedure
As per Rule 46(1) of SPP Rules, 2010 (Amended upto date)*

*Frame Work Contract Basis
According to Rule 15(B) of SPP Rules, 2010 (Amended upto date)*

IFB / NIT No. DUHS/P&D/2022/11240, Dated 03-11-2022

**PROCUREMENT OF SERVICES FOR
ARRANGEMENT OF ENTRY TESTS
(VENUE SETUP, FURNITURE / FIXTURE, SOUND
SYSTEM ETC.)**

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

INVITATION FOR BID (IFB) / NOTICE INVITING TENDER (NIT)



DOW UNIVERSITY OF HEALTH SCIENCES

No. DUHS/P&D/2022/11240

Dated: November 3, 2022

NOTICE INVITING TENDER

Dow University of Health Sciences (DUHS), Karachi invites the bids for the following services from well-reputed authorized Agencies/Companies/Firms/Organizers/Dealers/Distributors/Manufacturers having registration with Federal Board of Revenue (FBR), Income Tax Department, Sindh Revenue Service Board, Sales Tax and Pakistan Engineering Council (PEC) in appropriate category.

S. No.	NAME OF BID	METHOD OF PROCUREMENT
1.	PROCUREMENT OF SERVICES FOR ARRANGEMENT OF ENTRY TESTS (Venue Setup, Furniture/Fixture, Sound System etc.)	Single Stage - Single Envelope Procedure as per rule 46 sub rule-1 of SPP Rules 2010 (Amended upto date)
2.	(RE-TENDER) HIRING OF JANITORIAL SERVICES FOR HEALTH FACILITIES OF DUHS ALONG WITH DOW LAB. COLLECTIONS POINTS IN KARACHI CITY AND ACROSS SINDH PROVINCE BESIDES QUETTA & HUB CITY OF BALUCHISTAN PROVINCE	Single Stage - Two Envelope Procedure as per rule 46 sub rule-2 of SPP Rules 2010 (Amended upto date)
3.	(RE-TENDER) HIRING OF JANITORIAL SERVICES FOR ACADEMIC AND ADMINISTRATION BLOCKS OF DUHS.	Single Stage - Two Envelope Procedure as per rule 46 sub rule-2 of SPP Rules 2010 (Amended upto date)
4.	(RE-TENDER) SUPPLY, FIXING, INSTALLATION & COMMISSIONING OF 40.8kW GRID TIED SOLAR SYSTEM AT DOW INTERNATIONAL DENTAL COLLEGE (DHA CAMPUS) KARACHI	Single Stage - Two Envelope Procedure as per rule 46 sub rule-2 of SPP Rules 2010 (Amended upto date)

Tender Fee	Rs. 2,000/- (Rupees Two Thousand Only) Non-Refundable in shape of Pay Order / Demand Draft in favor of Dow University of Health Sciences, Karachi.
Bid Security	2.5% of the total bid value.
Purchasing Date & Time	From the date of publishing to 23-11-2022 (10 a.m to 02 p.m)
Bids Delivery & Opening Date & Time	24-11-2022 at 11:00 a.m & 11:30 a.m.

Detailed Specifications are mentioned in the prescribed tender documents alongwith terms and conditions. Bidding documents can be downloaded 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 Blacklisted firms will be rejected.

In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted/opened on next working day at the given time. The Dow University of Health Sciences, Karachi (DUHS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended upto date).

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

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

DIRECTOR
Planning & Development
Dow University of Health Sciences, Karachi

www.duhs.edu.pk

Dow University of Health Sciences, Karachi - 74000 Pakistan
Tel: 021-49021000 Fax: 021-49021000

BID DATA SHEET

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) / Terms & Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in ITB / T&C.

1.	Name of Procuring Agency:	Dow University of Health Sciences, Karachi (DUHS)
2.	Name of Contract:	Procurement of Services for arrangement of Entry Tests (Venue Setup, Furniture / Fixture, Sound System etc.)
3.	Tender Reference No.	No. DUHS/P&D/2022/11240, Dated: 03-11-2022
4.	Address:	Dow University of Health Sciences (DMC Campus), Planning & Development Department Admin Block 5 th Floor DMC Campus, Baba-e-Urdu Road near Civil Hospital Karachi. Phone No. + 92-21-99216065, Email: Mustafa.ali@duhs.edu.pk
5.	Language of the Bid:	English
6.	Currency of the Bid:	The price quoted shall be in Pakistani Rupee on DDP Basis
7.	Bid Prices:	The price shall be fixed during the contract period
8.	Bid Security:	Amount of bid security shall not be less than 2.5% of the total bid price
9.	Bid Validity Period:	90 days
10.	Tender Purchasing date:	From the date of publishing to 23-11-2022 (10 a.m to 02 p.m)
11.	Deadline for bid submission:	Date: 24-11-2022 Time: upto 11:30 Hrs.
12.	Date, Time and Place of Bid opening:	Dow University of Health Sciences (DMC Campus), Planning & Development Department Admin Block 5 th Floor DMC Campus, Baba-e-Urdu Road near Civil Hospital Karachi.
13.	Performance Security:	Amount of Performance Security shall not be less than 7% of the total contract value
14.	Alternate Bid:	Not Allowed
15.	Joint Venture / Consortium Bid:	Not Allowed
16.	Period of Contract:	A Framework Contract shall be signed with the successful bidder for a period of one year (12 months) effective from the signing of contract agreement (Extendable)

INSTRUCTIONS TO THE BIDDERS / TERMS & CONDITIONS

1. Introduction: -

- 1.1. Dow University of Health Sciences Karachi, herein after referred as DUHS or Procuring agency is a Public Sector University founded in December 2003. DUHS has been developing tradition of excellence in education, research and community service. DUHS has educated and trained more than 8,000 students and residents from 20 academic institutes. The University has nearly **4,400 employees**, including approximately **970 faculty members** at present.

2. Scope of Work: -

- 2.1 Dow University of Health Sciences, Karachi intends to avail **Services for arrangement of Entry Tests (Venue Setup, Furniture / Fixture, Sound System etc.)** from well-reputed Firms / Event Managers / Organizers as and when required during the contract period.
- 2.2 Scope of work will be inclusive of preparation of venue for the event, logistical arrangements relevant to the planning and execution of the event etc.
- 2.3 **Venue shall be arranged / prepared according to the prescribed SOPs of Coronavirus pandemic.**
- 2.4 **The minimum limit of number of candidates would be 500 for a single event.**
- 2.5 **The maximum limit of number of candidates would be 3500 for a single event.**
- 2.6 Venue should be ready and handed-over in all respect to DUHS **ONE DAY PRIOR TO THE SCHEDULED DATE OF TEST UPTO 12:00 NOON.**

3. Obtaining of Bidding Document: -

- 3.1 Bidding Document containing detailed terms & conditions can be obtained at the date, time and place / address given in the Bid Data. No tender document shall be sold on the date of opening of bid.
- 3.2 Bidding Document can also be downloaded from the Official website of DUHS i.e. <https://www.duhs.edu.pk/> or Sindh Public Procurement Authority i.e. <http://ppms.pprasindh.gov.pk>, in this situation, the bidder is required to enclose bidding documents cost of Rs. 2,000/- non-refundable as a pay order in favour of Dow University of Health Sciences Karachi.

4. Bidding Procedure: -

- 4.1 Bids are invited as per Single Stage – ONE Envelope Procedure in accordance with rule sub rule 1 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended upto date).

5. Instructions to the Bidders: -

- 5.1 Bidder must read all the contents of NIT/ IFB as well as Bidding Document and understand all the requirements.
- 5.2 Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
- 5.3 There should not be any over-writing, double writing, crossed, additional conditions.
- 5.4 Rates are to be quoted clearly in digits as well as in words.
- 5.5 Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
- 5.6 Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the Technical & Financial Proposal accordingly.
- 5.7 Joint Venture or Consortium Bids, 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 shall be treated as rejected / non-responsive.

6. List of documents to be enclosed: -

- 6.1 Bidder(s) must ensure that the following documents are enclosed with the **Technical Proposal**.
- 6.1.1 Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;
- 6.1.2 Original Bidding Document purchase receipt or Pay Order of Rs. 2,000/- in favour of Dow University of Health Sciences Karachi, as the case may be;
- 6.1.3 Pay Order / CDR / Bank Guarantee in respect of required Bid Security;
- 6.1.4 Copy of NTN / Income Tax Registration Certificate with Online verification of Active Tax Payer for Income Tax
- 6.1.5 Copy of Sales Tax Registration Certificate with online verification of Active Tax Payer for Sales Tax;
- 6.1.6 Attested copy of CNIC of signatory of the Bid Form;
- 6.1.7 Complete profile and history of the Bidder/;
- 6.1.8 Audited Financial Statement / Income Tax Return Forms of the bidder for last three years;
- 6.1.9 Complete details of turn-over of at least last three years duly supported with the documentary evidence;
- 6.1.10 Envelopes shall be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold and legible letters to avoid confusion; one (1) original and one (1) copies. 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
- 6.1.11 Initially, only the envelop 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.
- 6.1.12 Affidavit on stamp paper duly notarized to the effect that:
- i. Bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.
 - ii. Any director of the bidder is not awarded any punishment from any Court of Law.
 - iii. Bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.
- 6.1.13 Bid Security of required amount and form.
- 6.1.14 Bid form(s) duly filled in all respect clearly quote the price.
- 6.1.15 Firm’s ISO 9001:2015 Certificate.
- 6.2 Once again note that bidder must ensure that the Bid Form is filled in all respect, without any confusion, there should not be any over-writing, double writing, crossed, additional conditions and Rates are quoted clearly in digits as well as in words.
- 6.3 **Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.**
- 6.4 Bidder(s) must work carefully and gross rates to be quoted, including all applicable taxes and also incorporate the impact of Sales Tax. Procuring agency shall have made payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any.
- 6.5 Valid documentary evidence in support of evaluation and eligibility / qualification criteria.
- 7. Eligibility & Mandatory Criteria:** Bidder which meets the following **eligibility criteria / mandatory requirements** would be declared responsive for further evaluation as per the Evaluation Criteria specified in this bidding document. Verifiable documentary proof for all following requirements are a mandatory requirement, noncompliance will lead to disqualification.
- 7.1 Bidder shall complete all the terms & conditions of this Bidding Document.
- 7.2 Bidder able to enclose the documents as per clause 6 of this bidding document.

- 7.3 Companies must be available on 'List of Active Tax Payers' of FBR (for Income Tax) and SRB (For Sales Tax) websites.
- 7.4 Bidder's experience of completing the **minimum six (06) projects for providing the testing services for 1,500 or more candidates during the last three (03) years** ending on the deadline for bid submission, in Public and Private Sector Universities / Government / Semi-Government organizations (supported with purchase order / contract award / contract agreement / satisfactory performance certificate).
- 7.5 **Average annual turnover in preceding 3 financial years should not be less than Rs. 10.000 million** demonstrated through annual income tax returns.
- 8. Validity of Bids: -**
- 8.1 Bids shall remain valid for ninety (90) days w.e.f. date of opening of Technical Proposals. The bids without or less than Ninety (90) days validity will be rejected.
- 9. Language of Bids: -**
- 9.1 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 in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.
- 10. Submission of Bids/Offers: -**
- 10.1 Sealed bids/offers both the proposals i.e. Technical Proposal and Financial Proposal to be dropped in the tender box placed at the Dow University of Health Sciences (DMC Campus), Planning & Development Department Admin Block 5th Floor DMC Campus, Baba-e-Urdu Road near Civil Hospital Karachi. no later than the time and date specified in the Bid Data Sheet. The sealed bids/offers may also submit by mail, addressed to Director Planning & Development on above address, however, under any circumstances, whatsoever, the sealed bids/offers shall be reached before the deadline for submission of bid. Any bid submitted / received late due to any reason whatsoever, shall not be considered at any stage and shall be returned un-opened. Any claim against the bids received late shall not be considered at any stage.
- 10.2 Bidders are advised in their own interest to take all precautionary measures for delivery of sealed bids before the deadline for submission of bid.
- 11. Opening of Bids: -**
- 11.1 The bids shall be opened within one hour of deadline for submission of offer/bid in presence of the authorized representative(s) of the bidder(s), if they wish to present at the time of opening of bids.
- 11.2 In case of the date of opening of tender declared as Public Holiday by the Government of Sindh or Federal Government or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders/bids/offers, accordingly. The time and venue shall remain same.
- 12. Rejection / Acceptance of the Bid**
- 12.1 The Procuring agency shall have the right, at his exclusive discretion, to increase / decrease the quantity of candidates without any change in unit prices or other terms and conditions at the time of order placement. The Procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-25 of SPPRA Rules, 2010 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 25 of SPPRA Rules, 2010).

- 12.2 The Tender shall be rejected if it is:
- 12.2.1 submitted by Joint Venture or Consortium; or
 - 12.2.2 substantially non-responsive in a manner prescribed in this tender documents; or
 - 12.2.3 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 12.2.4 against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or
 - 12.2.5 bids 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
 - 12.2.6 unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or
 - 12.2.7 with shorter bid validity period; or
 - 12.2.8 requisite bid security is not submitted; or
 - 12.2.9 the Tenderer refuses to accept the corrected Total Tender Price; or
 - 12.2.10 the Tenderer has conflict of interest with the Competent Authority (DUHS); or
 - 12.2.11 the Tenderer tries to influence the Tender evaluation / Contract award; or
 - 12.2.12 the Tenderer engages in corrupt or fraudulent practices in competing for Contract award; or
 - 12.2.13 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria; or
 - 12.2.14 the Tenderer fails to meet the evaluation criteria requirements; or
 - 12.2.15 the tenderer has been blacklisted by any public or private sector organization; or
 - 12.2.16 the tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
 - 12.2.17 there is any discrepancy between bidding documents and bidder’s proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
 - 12.2.18 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document; or
 - 12.2.19 non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
 - 12.2.20 If the rates quoted by vender are not workable or on higher side etc.

13. Evaluation of Bids: -

- 13.1 Bids/Offeres to be evaluated by the Committee constituted by the DUHS for the purpose.
- 13.2 The Committee may seeks the clarification from the bidder in writing or oral as the case may be, in case of committee deemed fit, however any clarification shall not be change the sanctity of original bid;
- 13.3 The Bids/Offeres shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.
- 13.4 The bids not responsive to the MANDATORY ELIGIBILITY CRITERIA provided at Clause 7 shall not be considered for further Evaluation.
- 13.5 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.
- 13.6 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 13.7 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.

14. Announcement of Bid Evaluation Report

- 14.1 The Bid Evaluation Report shall be announced and shall be hoisted on websites of the Authority and Procuring Agency and intimated to all the bidders at least three (3) working days prior to the award of Contract.

15. Award of Contract: -

The bidder whose offered rate is found lowest & most advantageous amongst other technically qualified / eligible bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender, irrespective of their score in the previous step. Procuring agency reserve rights to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010 (Amended upto date).

16. Signing of Contract: -

- 16.1 In case of award, the bidder shall sign the contract on appropriate stamp paper. All charges including payment of duty shall be borne by the successful bidder.

17. Period of Contract: -

- 17.1 A Framework Contract shall be signed for a period of one year (12 months) effective from the signing of contract agreement, however, DUHS at its own discretion can extend the period of contract for a further period of six (06) months on the same rates and terms and condition of the Contract Agreement.

18. Bid Security / Performance Guarantee: -

- 18.1 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 -D**) in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of 28 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal. No interest will be paid on Bid Security.
- 18.2 The Bid Security of unsuccessful bidder shall be returned after award of contract or within one week of expiry of bid.
- 18.3 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.
- 18.4 The Bid Security of successful bidder shall be returned after receipt of Performance Security / Guarantee. However, the successful bidder can adjust the Bid Security towards Performance Guarantee, in this situation, the successful bidder shall submit the balance amount on account of Performance Guarantee.
- 18.5 The Performance Security / Guarantee of the bidder shall be forfeited, in case of bidder fails to provide the satisfactory services. The Performance Security / Guarantee of the bidder shall be returned on completion of contractual obligation.

19. General Conditions: -

- 19.1 A prospective bidder requiring any clarification(s) may notify to Procuring agency or an Officer authorized on its behalf in writing. The Procuring agency or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before 05 working days or more to the deadline set for the submission of bids. Copies of Procuring agency response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).
- 19.2 Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder's performance of services. Bids against the Government Rules and Policy, 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 not be considered and will be rejected.
- 19.3 The Procuring agency reserves the right to increase / delete the quantities of the goods / services on the same rates and terms and condition of the Contract Agreement.

20. Payment: -

- 20.1 100% payment shall be made on the satisfactory completion of job.
- 20.2 Following documents shall be submitted along with the Invoice:
- 20.2.1 Original Invoice in duplicate.
- 20.2.2 Copy of the Signed Contract.
- 20.2.3 Satisfactory job completion certificate.

21. Cancelation of Contract: -

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

22. Termination for Default

- 22.1 The Procuring agency 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 Procuring agency; or
 - (b) if the contractor fails to perform any other obligation(s) under the Contract.
 - (c) if the contractor, in the judgment of the Procuring agency 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.

23. Force Majeure

- 23.1 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.
- 23.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.3 If a Force Majeure situation arises, the contractor shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier 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.

24. Termination for Insolvency

- 24.1 The Procuring agency 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.

25. Termination for Convenience

- 25.1 The Procuring agency, by written notice sent to the Supplier, 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 Procuring agency’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

26. Resolution of Disputes

- 26.1 In the case of a dispute between the Procuring agency 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).

27. Governing Language

- 27.1 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.

28. Applicable Law

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

BID FORM / PRICE SCHEDULE

(To be submitted on Company Letterhead duly Signed & Stamped)

COMPLETE VENUE SETUP FOR ENTRY TESTS

S#	Description	Estimated Quantity	Rate Per Candidate (PKR)	Total amount (PKR)
01	COMPLETE VENUE SETUP FOR ENTRY TESTS AS PER FOLLOWING ITEMS	10,000 Candidates		
1.1	<i>Water proof aluminum frame tent to cover Sitting area (Minimum 70% Covered with Aluminum Frame Tent)</i>			
1.2	<i>Kanat</i>			
1.3	<i>Chair with cover</i>			
1.4	<i>Examination Table</i>			
1.5	<i>Carpet</i>			
1.6	<i>Table on stage</i>			
1.7	<i>Cover</i>			
1.8	<i>Border</i>			
1.9	<i>Takht (for stage)</i>			
1.10	<i>Step (Stairs)</i>			
1.11	<i>Sound / Public Addressing System</i>			
1.12	<i>Pedestal Fans</i>			
1.13	<i>Setting & Labour Charges</i>			
1.14	<i>Transportation Charges</i>			
TOTAL (PKR) INCLUDING ALL THE TAXES AND DUTIES				
(Rupees _____ only)				

CERTIFICATE

It is to certify that the goods / services shall be provided exactly in accordance with the requirements of the procuring agency.

Signature: _____

Name: _____

CNIC: _____

Designation: _____

Company: _____

Stamp: _____

Date: _____

INTEGRITY PACK

(AFFIDAVIT)

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]