

# NATIONAL COMPETITIVE BIDDING DOCUMENT

Single Stage – One Envelope Bidding Procedure

# REMAINING WORKS (EPOXY FLOORING) FOR STRENGTHENING OF FACULTY OF ORAL HEALTH SCIENCES AND SUPPORT FACILITIES 7TH FLOOR LAB AT DMC DUHS, KARACHI. REF NO: DUHS/W&S/2019/055

NIT NO: DUHS/W&S/2019/10 DATED: 18 NOVEMBER 2019

OFFICE OF THE PROJECT DIRECTOR WORKS & SERVICES DOW UNIVERSITY OF HEALTH SCIENCES, BABA-E-URDU ROAD, BESIDES CIVIL HOSPITAL, KARACHI Tel / Fax # 021-99216065

#### SCOPE OF WORK

Dow University of Health Sciences (DUHS), Karachi intends to **REMAINING WORKS (EPOXY FLOORING) FOR STRENGTHENING OF FACULTY OF ORAL HEALTH SCIENCES AND SUPPORT FACILITIES 7TH FLOOR LAB AT DMC DUHS, KARACHI** meeting the requirement from the eligible bidders.

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

# **GENERAL CONDITIONS & INSTRUCTIONS**

- 1) Bids should be submitted in accordance with SPPRA Rules 46 (1) Single Stage One Envelope Procedure.
- 2) The committee in the presence of the bidders or their authorized representatives, who may like to be present, will open the bids publicly at the prescribed time, date and venue.
- 3) The Bids shall be evaluated in accordance with the specified evaluation / qualification criteria and terms & conditions of the bidding document.
- 4) In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.
- 5) Any Bid not received as per terms and conditions of the Bid Document is liable to be ignored. Offer shall not be considered if:
  - i. Bid received without original bid document purchase receipt.
  - ii. Bid received without prescribed Bid Security.
  - iii. Bid received after the time and date fixed for the bid opening.
  - iv. Unsigned Bid.
  - v. Ambiguous Bid.
  - vi. Conditional Bid.
  - vii. Bid from a firm blacklisted, suspended or removed from the approved list.
  - viii. Bid through telegram.
  - ix. Bid with shorter bid validity period.
  - x. Bid not conforming to the technical requirements.
- 6) The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.
- 7) Language of the Bid: The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in

which case for purposes of interpretation of the Bid, the translated version shall prevail.

- 8) Sealing and Marking of Bids: The envelope shall
  - (a) Bear the name and address of the Bidder;
  - (b) Bear the specific identification Name and Number of this bidding process indicated in the Bid Data Sheet; and
  - (c) bear the purchaser's name and address i.e. Dow University of Health Sciences, Directorate of Works & Services at DMC Campus, Baba-e-Urdu Road, Karachi and a statement: "DO NOT OPEN BEFORE," the time and date specified in the Bid Data Sheet.
  - (d) If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

#### 9) **Documents comprising the bid**

- i. Original bid document purchase receipt else the bids will be rejected.
- ii. Complete Profile of the Bidder with legal status, organization structure and nature of business.
- iii. Income Tax Certificate
- iv. GST / SST Registration Certificate (if applicable)
- v. Undertaking on 100/- stamp paper (Sample attached)
- vi. Financial Turn-over of at least last three years.
- vii. Original Pay Order / Call Deposit / Demand Draft of Bid Security.
- viii. Original copy of the Financial Proposals with Quoted price and prescribed certificate. The offer should be in PKRs. on Delivered Duty Paid (DDP) Basis at consignee's end.
  - ix. Documentary evidence in support of evaluation and qualification criteria.
- 10) All rules, regulations and policies will be governed in accordance to the Sindh Public Procurement Regulatory Authority (SPPRA) and Dow University of Health Sciences (DUHS), Karachi.
- 11) Goods will be evaluated and approved after inspection by the committee. Samples for the quoted items will be submitted by the bidder before a day of opening of bids. The bids without samples will not be considered and rejected.
- 12) Bids shall remain valid for 90 days from the date of its opening. The bid validity date may be extendable in terms of Rule 38(2)(3)(4) of SPPRA Rules 2010 (Amended till date). A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 13) Late bids, due to any reason what-so-ever, shall not be considered and returned unopened to the bidder or his authorized representative.
- 14) The bidder must be registered with GST / SST (if applicable) and Income Tax Departments otherwise their offer will not be considered and rejected straightaway.
- 15) The tender must be free from erasing, cutting and over writing. In case of erasing, cutting and over writing, authorized person should initial and stamped it, else the offer will not be entertained.
- 16) Arithmetical errors will be rectified on the basis, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and

quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 17) All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid.
- 18) If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes during the contract period shall be passed on to the Procuring Agency.
- 19) Conditional bids against the Govt. Rules / policy and without bid security will not be considered / entertained / accepted.
- 20) The Bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 21) DUHS will evaluate and compare the bids on the itemized basis.
- 22) Delivery of the goods shall be made by the Bidder in accordance with the time schedule prescribed by the Purchaser.
- 23) Any undue delay by the Bidder in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.
- 24) The goods received in the Dow University of Health Services, Karachi from the Bidder will be thoroughly inspected and examine by a Committee to make sure that the goods received conform to the specifications laid down in the bid documents and which have been approved by the Procurement Committee for procurement. The Committee will submit its inspection report, any deficiency pointed out by the Committee shall have to be rectified by the Bidder free of cost.
- 25) Procuring Agency reserve the right to cancel any or all the items, if supplies are contrary to the requisite specification and conditions of the order.
- 26) Bidder will submit the Invoice / Bill, Purchase Order & Delivery Challan / Completion Certificate to procuring agency to facilitate the payment process.
- 27) The Bidder shall pay the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.
- 28) The bids should be inclusive of all applicable taxes to Federal & Provincial Govt. or local bodies and will be deducted from the bill of the bidder / contractor.
- 29) General Sales Tax / Sindh Sales Tax will be paid on applicable items only by the company / firm / agency.
- 30) Required documents shall be submitted, if the bidder / Supplier will claim Tax exemption facility regarding non deduction of Advance Income Tax.
- 31) Related work may be alter, remove, added or deleted to scope if considered essential to complete related task assigned.
- 32) Bidder shall NOT claim or charge transportation, loading / unloading, labor or any other charges related to or in the name of logistics, accidents, insurance, freight, etc.
- 33) The bidder shall furnish a bid security / earnest money equivalent to **2.5% of the total value of bid** in the form of a Call Deposit / Bank Draft / Pay Order

issued by a scheduled bank of Pakistan, in favour of the Dow University of Health Sciences, Karachi. Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the DUHS as non-responsive.

- 34) The bid securities / 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.
- 35) The bid security of the successful bidder will be returned only when the bidder furnish the required Performance Security and signed relevant contract agreement.
- 36) The Bid Security / Performance Security is liable to be forfeited and the store purchased at bidder's risk and expenses in case;
  - a. The acceptance of bid issued during the validity period of the offer is not accepted by the bidder.
  - b. The offer is withdrawn, amended or revised during the validity period of the offer.
  - c. The contractor fails to execute the contract strictly in accordance with the terms and conditions laid down in the contract.
  - d. The contractor delays the supplies as per schedule of delivery.
  - e. The contractor refuses to deliver the goods after receiving Acceptance or signing of Contract in accordance with the terms & conditions laid down in the Contract.
- 37) Procuring agency shall not be responsible for the expenses to be incurred on maintenance of equipment / Ancillaries (if any).
- 38) Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt and prescribed Bid Security for each alternate offer in case they want to submit alternate offer. All the bids with alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security shall not be considered and both bids, original and alternate will be rejected.
- 39) The bids shall be quoted in Pak Rupees on DDP basis.
- 40) The Bidder shall quote the price on the given Price Schedule, and shall sign the certificate given therein to the effect that the goods shall be provided exactly in accordance with the requirements of the procuring agency. In case there is any deviation, it should be clearly stated by the Bidder separately, describing deviation from Specifications, otherwise it would be presumed that offer is strictly in accordance with the requirement and specifications. Only those items shall, be typed on the price schedule / separate letter-head (as per serial number of item) for which the rates are to be quoted.
- 41) The quoted rates once offered by the bidder will not be changed during the contract period.
- 42) No bidder shall be allowed to alter or modify his bid after the opening of the bids. However, the procuring agency may seek and accept clarification to the bid that do not change substances of the bids.
- 43) The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Purchaser's prior written consent.
- 44) Any conditional, ambiguous or incomplete offer in any respect shall be ignored. No supplementary or revised offer after the opening of bids shall be entertained.
- 45) The bidder shall have to accept any further conditions introduced by the Government during the period of contract.

- 46) The Bidder should not be blacklisted in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization. The Bidder will be debarred from the bidding process for submitting a false statement.
- 47) Payment of the bills will be subject to the deduction of mandatory government taxes/levies.
- 48) Bidder shall comply with all Pakistani Laws, other, permits, codes and regulation applicable to the bidder's performance of services.
- 49) The Bidder shall arrange such transportation / cold chain maintenance of the goods as is required to prevent their damage or deterioration during transit to their destination.
- 50) The procuring agency may reject all bids or proposal at any time prior to the acceptance of a bid or proposal. The procuring agency upon request communicate to any supplier or contract who submitted a bid or proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds.
- 51) 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.
- 52) All documents should be submitted duly paginated / flagged and the detailed of the documents should also be mentioned in front of the Index.

# **TECHNICAL EVALUATION / QUALIFICATION CRITERIA**

#### **MANDATORY REQUIREMENTS:**

- 1. Original Tender Purchase Receipt
- 2. Valid NTN Certificate of Bidder
- 3. Valid GST / SST Certificate of Bidder
- 4. Compliance to the Terms and Conditions of bid document.
- 5. Undertaking on Rs. 100/- stamp paper (Sample attached)
- 6. Compliance to the delivery schedule.
- 7. Compliance to Bid Validity Period.
- 8. Submission of required amount and shape of Bid Security.

# 9. SAMPLE OF THE COLOUR SHADE AS PER APPROVED BY ENGINEER.

#### **GENERAL CRITERIA:**

- 1. Experience in the relevant field.
- 2. Financial Position.
  - i. Average turnover of last three years, not less than 20 million per year.
  - ii. Tax return of last three years / Verified Audited Statement / Original Bank Certificate.

#### NOTE:

The offer will not be entertained if the required / supporting documents have not been found attached with the offer.

# **NOTICE INVITING TENDER (NIT)**

#### No. DUHS/W&S/2019/10

Dated: November 18, 2019

#### **NOTICE INVITING TENDER**

Sealed tenders from interested Engineering Firms / Contractor / Dealers / Distribution / 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 if applicable* for following works.

S. No:	NAME OF WORK	ESTIMATE COST	METHOD OF PROCUREMENT	COMPLETION PERIOD
1.	Remaining Works (EPOXY PAINT ON WALLS) for Strengthening of Faculty of Oral Health Sciences and Support Facilities 7th Floor Lab at DMC DUHS, Karachi. Ref No: DUHS/W&S/2019/054	Quoted Rate	Single Stage Single Envelope	45 Days
<mark>2.</mark>	Remaining Works (EPOXY FLOORING) for Strengthening of Faculty of Oral Health Sciences and Support Facilities 7th Floor Lab at DMC DUHS, Karachi. Ref No: DUHS/W&S/2019/055	Quoted Rate	Single Stage Single Envelope	<mark>45 Days</mark>
3.	Remaining Works (METAL POWDER COATED DOORS) for Strengthening of Faculty of Oral Health Sciences and Support Facilities 7th Floor Lab at DMC DUHS, Karachi. Ref No: DUHS/W&S/2019/056	Quoted Rate	Single Stage Single Envelope	45 Days
4.	Remaining Works (ELECTRIFICATION) for Strengthening of Faculty of Oral Health Sciences and Support Facilities 7th Floor Lab at DMC DUHS, Karachi. Ref No: DUHS/W&S/2019/057	Quoted Rate	Single Stage Single Envelope	45 Days
5.	Remaining Works ( <b>MISCELLANEOUS WORKS</b> ) for Strengthening of Faculty of Oral Health Sciences and Support Facilities 7th Floor Lab at DMC DUHS, Karachi. <b>Ref No: DUHS/W&amp;S/2019/058</b>	Quoted Rate	Single Stage Single Envelope	45 Days

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	20-11-2019 to 07-12-2019 (11 a.m to 02 p.m)
Bids Delivery & Opening	<b>09-12-2019</b> at <b>11:00 a.m</b> & <b>11:30 a.m</b> .
Date & Time (S. No: 1 & 2)	
Bids Delivery & Opening	<b>10-12-2019</b> at <b>11:00 a.m</b> & <b>11:30 a.m</b> .
Date & Time (S. No: 3,4 & 5)	

Detailed Specification are mentioned in the prescribed tender documents alongwith terms and conditions. Bidding documents can be obtained from the Office of the Project Director, Works & Services, 3<sup>rd</sup> Floor, Administration Block, Dow University of Health Sciences, Karachi and 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).

**PROJECT DIRECTOR** Works & Services Department, Dow University of Health Sciences, Karachi

### **BID DATA SHEET**

The following specific data for "REMAINING WORKS (EPOXY FLOORING) FOR STRENGTHENING OF FACULTY OF ORAL HEALTH SCIENCES AND SUPPORT FACILITIES 7TH FLOOR LAB AT DMC DUHS, KARACHI." 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.

- ITB 1. Name of Procuring Agency: Planning & Development Department, Dow University of Health Sciences, Karachi. Tel / Fax No. 021-99216065.
- ITB 2. Name of Contract: **"REMAINING WORKS (EPOXY FLOORING) FOR STRENGTHENING OF FACULTY OF ORAL HEALTH SCIENCES AND SUPPORT FACILITIES 7TH FLOOR LAB AT DMC DUHS, KARACHI."** Bid Price and Currency
- ITB 3. Prices quoted by the Bidder shall be "fixed" and in" Pak Rupees". Preparation and Submission of Bids
- ITB 4. Selection Criteria / Responsiveness Criteria:
  - 1. The bidder must have done at least Five (05) Contracts of similar nature. Preferable at educational institutes and Laboratory / hospitals" (Please submit copy of PO / Contract Agreement / Notification of Award). Comply with specifications mentioned in bidding documents.
  - The Bidder should not have been barred by any of Provincial or Federal Govt. Deptt. Agency, Organization or autonomous body or Private sector organization anywhere in Pakistan. (Submission of undertaking on 100/- legal stamp paper). All the proposed products should be well known for its quality, performance and reliability.
  - 3. The bidder must have turnover/sales exceeding **20 Million** in PKR annually in any of last three years. (Submission of Audited Annual Reports or reputable Bank confirmation letter.
  - 4. The Bidder must have at least 05 years experience for relevant field.
  - 5. Latest Income Tax Certificate (NTN), valid GST Registration Certificate and valid SRB registration.
  - 6. All proposed items must have 3 years warranty.
  - 7. All the proposed products should be well known, well reputed brands and widely used for its quality, performance and reliability.
  - 8. The bidder must have sufficient work force with latest instrument /Tools (which may be physically checked by procuring agency.

#### Note:

Bidder must provide necessary supporting documents as proof in respect of the selection criteria mentioned above.

# **SPECIAL CONDITIONS**

- 1. Stores are required to be supplied within **30 days**. The bidder may, however, give their shortest guaranteed delivery period, by which the supply will be completed positively.
- 2. The liquidated damage shall be 0.5% per week or part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the purchaser shall rescind the contract, without prejudice to other courses of action and remedies open to it.
- 3. Bidder should quote their firm and fixed rates for the entire period of the contract on free delivery basis to consignees' end. Bids of the firms received with prices quoted on variable basis shall be rejected straightaway.
- 4. Quotations qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague / conditional offers and rejected accordingly.
- 5. If supplied goods are declared sub-standard the bidder will be bound to replace the goods.
- 6. The successful bidder shall sign the **Contract Agreement** with the Dow University of Health Sciences, Karachi on judicial stamp paper of Rs. 500/- as per approved format.
- 7. The Technical evaluation carried out by the Committee will be final.
- 8. No quoting firm would be allowed to withdraw its offer during the bid validity period.

# 9. PURCHASER'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS:

The Procurement Committee reserves the right to approve / drop any item or scrap / cancel the tender as per relevant rules of SPPRA-2010 (Amended till date).

#### 10. **PERFORMANCE SECURITY:**

The successful bidders shall furnish a performance security within a week's time, equivalent to **5% of the total contract amount** in the form of a Call Deposit / Bank Draft / Pay Order issued by a scheduled bank of Pakistan, in favour of the Dow University of Health Sciences, Karachi. Performance security shall be released to the bidder upon successful completion of the contract. Bid security already submitted with the bid shall only be released upon submission of a performance security.

#### 11. **BID EVALUATION:**

Bids will be evaluated on "Group Basis" in accordance with the attached Technical Evaluation / Qualification Criteria.

Bidder offering lowest evaluated responsive bid will be awarded the contract.

#### **18. NOTIFICATION OF AWARD OF CONTRACT**

Prior to expiration of the bid validity period, the purchaser will notify the successful bidder in writing about the acceptance of the offer delivery by hand or by registered letter or by Courier. The notification of award will constitute the formation of the contract.

#### **19. AWARD OF CONTRACT & CONTRACT AGREEMENT**

Subject to the fulfillment of all codal formalities, the purchaser will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. Purchaser and Bidder will sign the Contract Agreement on the stamp paper with stamp duties as per prevailing Govt. Rules. The expenditure involved on the said contract agreement will be borne by the bidder.

#### 20. REDRESSAL:

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

#### 21. ARBITRATION:

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

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

- 1. I / we read / understand the conditions specified in the tender inquiry and undertake:
- 2. That I / we will remain bound to supply any item as an additional quantity at the same rate on which said item 1/ we have supplied during the contract period.
- 3. That I / we agree whether our bid accepted for total, partial or enhanced quantity for all or any single item.
- 4. I / we also agree to supply and accept the said item at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
- 5. I / we undertake that, if any of the information submitted in accordance to this tender inquiry found incorrect, our contract may be cancelled at any stage on our cost and risk.
- 6. I/we undertake that, 1/we have never been black listed in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization.
- 7. I / we undertake that, 1/ we have never been involved in any litigation in the past with the Government (Federal or Provincial), a local body or a public sector organization.

#### 8. <u>TERMS AND CONDITIONS ACCEPTANCE CERTIFICATE</u>

I / we, M/s.

is

hereby confirmed that we have carefully read all terms and conditions of the bidding document and also agreed to abide SPPR-2010 Rules (Amended upto date). During the validity of tender.

Signature of Bidder:		
Name of Authorized person:		
C.N.I.C :		
Designation:		
Company Name:		
Seal & Address:		
Contact No.:		
E-mail Address:		
<u>WITNESS</u>		
1) Name:	Signature:	
2) Name:	Signature:	

# CONTRACT AGREEMENT

 THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2019 between Dow University of Health Sciences, Karachi of Islamic Republic of Pakistan (hereinafter called "the Procuring Agency") of the one part and \_\_\_\_\_ [Name of Bidder] of \_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_ [city and country of Bidder] (hereinafter called "the Bidder") of the other

part:

WHEREAS the Procuring Agency invited bids for certain services, viz., <u>[brief</u> <u>description of goods and services]</u> and has accepted a bid by the Bidder for providing the services in the sum of <u>[contract price in words and figures]</u> (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the General Condition & Instruction;
- (d) the Special Conditions; and
- (e) the Procuring Agency's Notification of Award.

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

## **INTEGRITY PACT**

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

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

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

### Note:

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

# **TECHNICAL SPECIFICATIONS**

# FINANCIAL PROPOSAL (PRICE SCHEDULE)

Sr #	Description of Items	Qty	Unit	Rate	Amount
	<b>REMAINING WORKS (EPOXY FLOORING) FOR ST</b>				
	HEALTH SCIENCES AND SUPPORT FACILITIES 7TH FLOOR LAB AT DMC DUHS, KARACHI.				
	REF NO: DUHS/W&S	5/2019/055			
	1. EPOXY FLOORING				
1	Providing and Applying Epoxy 3 mm thick on Floors whererver required i/c priming coat filling rubbing smoothing & grinding with sand paper, self-leveling as per required complete i/c application as per specification & instruction of Engineer in Charge.				
		5,950	P. Sft		
	TOTAL (INCLUDING ALL TAXES)				

## <u>CERTIFICATE</u>

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

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