



BIDDING DOCUMENT

**REPAIR AND MAINTENANCE SERVICES FOR
PASSENGER LIFTS AND PATIENT / BED LIFTS**

REF NO: DUHS/W&S-NIT/2021/074

N.I.T NO. DUHS/W&S/2021/515, DATED: SEPTEMBER 27, 2021

**OFFICE OF THE PROJECT DIRECTOR
WORKS & SERVICES
DOW UNIVERSITY OF HEALTH SCIENCES,
BABA-E-URDU ROAD, BESIDES CIVIL HOSPITAL, KARACHI
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NOTICE INVITING TENDER (NIT)

DOW UNIVERSITY OF HEALTH SCIENCES



NOTICE INVITING TENDER

No. DUHS/W&S/2021/515

Dated: September 27, 2021

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) and Pakistan Engineering Council (PEC) in appropriate category and specified codes for following works.

S. No.	NAME OF WORK	METHOD OF PROCUREMENT	COMPLETION PERIOD
1.	Repair & Maintenance Services for Passenger Lifts and Patient/Bed Lifts. Ref No: DUHS/W&S-NIT/2021/074	Single Stage Single Envelope	01 Year
2.	Repair & Maintenance Services for Air Conditioning / Package Units / Chiller Plant. Ref No: DUHS/W&S-NIT/2021/075		
3.	Operation, Repair and Maintenance of Power House/Generators Ref No: DUHS/W&S-NIT/2021/076		
4.	Repair and Maintenance Services for Uninterrupted Power Supplies (UPS) Ref No: DUHS/W&S-NIT/2021/077		
5.	Provision of Laundry Services Ref No: DUHS/W&S-NIT/2021/078		

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% of the Total Bid Value.
Purchasing Date & Time	From the date of publishing to 20-10-2021 (11 a.m to 02 p.m)
Bids Delivery & Opening Date & Time	21-10-2021 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 obtained from the Office of the Project Director, Works & Services Department, 5th Floor, Administration Block, Dow University of Health Sciences, Karachi and 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).

PROJECT DIRECTOR

Works & Services Department,
Dow University of Health Sciences, Karachi

www.duhs.edu.pk

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DOW UNIVERSITY OF HEALTH SCIENCES

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BIDDING DOCUMENT **REPAIR AND MAINTENANCE FOR** **PASSENGER LIFTS AND PATIENT / BED LIFTS**

1. Introduction: -

1.1. Dow University of Health Sciences Karachi ('DUHS') 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 **4,100 employees**, including approximately **850 faculty members** at present.

2. Objective: -

2.1 The objective of engaging a local service provider to provide equipment curative and preventive maintenance support services to ensure its optimal functionality and minimize downtime that would occur in the event of equipment failure.

3. Scope of Work: -

3.1 Servicing and Maintenance including emergency maintenance regular maintenance and preventive maintenance of lifts.

3.2 Contractor's staff will ensure proper cleaning of control panel / machine checking of all moving parts, oiling and greasing, wherever required. (period shall be mentioned, like: weekly / monthly and whenever and wherever required)

3.3 Responsible for submission of periodical performance report of lifts.

3.4 Responsible for maintaining a log Book wherein all the major / minor defects or complaints will be recorded along with action taken.

3.5 The contractor will be responsible for rectification of complaint trouble shooting of lifts at their own cost thought out contract period.

3.6 Responsible for more than 80% uptime of equipment. (for hospital, uptime shall be high like 95-95%). The % uptime shall be calculated by dividing the unplanned downtime by the total covered time. Down time shall be calculated on quarterly basis.

3.7 The Contractor shall supply and maintain such sufficient instruments, tools / gadgets and equipment, for the use of his staff that is required to enable them to fulfill their duties as per contract.

3.8 On receipt of any complaint (via phone call, email, letter or fax) the contractor will attend the complaints within 02 hours. Reason for any type of strike etc. for not attending the complaints in time shall not be accepted. Precautionary measures, under taken by contractor regarding maintenance / servicing shall be checked and supervised by the respective building and site-in-charge. (clarity of – "Site in-charge" is required)

3.9 For breakdowns, involving, major repair or replacement of costly parts / material additional payment shall only be considered subject to prior approval and verification by the authorized / competent person. Additional payment will include actual charges for supply, installation, testing and commissioning of any part, item or component of equipment and shall be paid on actual cost of the good / material.

4. Obtaining of Bidding Document: -

4.1 Bidding Document containing detailed terms & conditions can be obtained from Office of the Project Director, Works & Services Department, 5th Floor, Administration Block, Dow University of Health Sciences, Karachi against non-refundable payment of Rs. 2,000/- (in shape of Pay Order in favour of Dow University of Health Sciences Karachi) from the date of publishing of this NIT in the print media, **till 20th October, 2021**. No tender document shall be sold on the date of opening of bid.

4.2 Bidding Document can also be downloaded from the Official website of DUHS i.e. www.duhs.edu.pk or Sindh Public Procurement Authority i.e. www.ppms.pprasingh.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.

5 Bidding Procedure: -

5.1 Bids are invited as per Single Stage – Two Envelope Procedure in accordance with rule sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended upto Date).

6 Instructions to the Bidders: -

- 6.1 Bidder must read all the contents of NIT as well as Bidding Document and understand all the requirements.
- 6.2 Bidder must ensure that the Bid Form / Price Schedule is filled in all respect, without any confusion.
- 6.3 The Bid Form(s)/ Price Schedule(s) shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.
- 6.4 Bid Security shall be inserted in the Financial Proposal. However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.
- 6.5 There should not be any over-writing, double writing, crossed, additional conditions.
- 6.6 Rates are to be quoted clearly in digits as well as in words.
- 6.7 Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
- 6.8 Bids shall be submitted in accordance with Single Stage – Two Envelope Procedure.
- 6.9 Bidder shall prepare two separate envelopes for Technical as well as Financial Proposal.
- 6.10 Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the Technical / Financial Proposal accordingly.
- 6.11 Bidder(s) must write the “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” on the face of relevant sealed envelopes containing relevant bid/offer in it.
- 6.12 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.

7 List of documents to be enclosed: -

- 7.1 Bidder(s) must ensure that the following documents are enclosed with the **Technical Proposal**.
 - 7.1.1 Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;
 - 7.1.2 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;
 - 7.1.3 Copy of Bid Form / Price Schedule and Pay Order in respect of Bid Security after hiding the amount;
 - 7.1.4 Attested copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate(s);
 - 7.1.5 Attested copy of CNIC of signatory of the Bid Form/Price Schedule;
 - 7.1.6 Complete profile and history of the Bidder/Participant including complete address and complete details of Directors including their CNIC Numbers (if any);
 - 7.1.7 List of present clients to whom bidder is providing the Repair and Maintenance Services for **Passenger Lifts and Patient / Bed Lifts** with name and contact persons, cell/telephone numbers and addresses.
 - 7.1.8 Complete details of turn-over of at least last three years duly supported with the Audited Financial Statements/ complete Income Tax Return Forms of the bidder;
 - 7.1.9 Copy of documents regarding affiliation/representation (subsidiary or merger) of foreign/local company etc., if any.
 - 7.1.10 Affidavit on stamp paper duly notarized to the effect that the bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.
 - 7.1.11 Affidavit on stamp paper duly notarized to the effect that bidder is not awarded any punishment from any Court of Law.
 - 7.1.12 Affidavits duly notarized to the effect that the 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.
- 7.2 Certificate from existing client stating satisfactory performance of the bidder.
- 7.3 Valid documentary evidence in support of evaluation and qualification criteria.
- 7.4 Bidder(s) must ensure that the following documents are enclosed with the **Financial Proposal**
- 7.5 Bid Security of required amount and form.
- 7.6 Bid form(s)/Price Schedule duly filled in all respect clearly quote the price.
- 7.7 Once again note that bidder must ensure that the Bid Form / Price Schedule 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.

- 7.8 **Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.**
- 7.9 Bidder(s) must work carefully and gross rates to be quoted, including all applicable taxes and also incorporate the impact of Sales Tax. DUHS shall made payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any.
- 8 Eligibility 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 is a mandatory requirement, noncompliance will lead to disqualification.
- 8.1 Bidder shall complete all the terms & conditions of this Bidding Document.
- 8.2 Bidder able to enclose the documents as per clause 6 of this bidding document.
- 8.3 Companies must be available on 'List of Active Tax Payers' of FBR (for Income Tax& GST) and SRB (For Sales Tax) websites.
- 8.4 Bidder must have atleast one of Full-Time Mechanical Engineer in the roster of personnel.
- 8.5 Average Annual Turnover during the last 03 financial years upto the closing of last fiscal year should not be less than Rs. 10.000 Million.
- 8.6 Bidders past experience for providing the repair and maintenance services for Passenger / Patient Bed Lifts to any public sector universities during last 3 years. Original satisfactory performance certificate must be attached as an evidence, experience of maintenance of lifts in multi-story commercial /hospital / residential buildings.
- 8.7 Conformity with required terms and conditions of Scope of Work / Services / Technical Specification given in the Tender Document.
- 9 Validity of Bids: -**
- 9.1 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.
- 10 Alternate Bids: -**
- 10.1 Alternate Bids shall NOT BE ALLOWED, if any bidder elects to submit alternative bid(s) / proposal(s), both bids ORIGINAL and ALTERATIVE will be rejected straightaway.
- 11 Submission of Bids/Offers: -**
- 11.1 Sealed bids/offers both the proposals i.e. Technical Proposal and Financial Proposal to be dropped in the tender box placed at the Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi upto **11:00 am. On 21st October, 2021**. The sealed bids/offers may also submit by mail, addressed to Project Director, Works & Services 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.
- 11.2 Bidders are advised to take all precautionary measures for delivery of sealed bids before the deadline for submission of bid.
- 12 Opening of Bids: -**
- 12.1 The Technical Proposals 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.
- 12.2 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.
- 12.3 The envelope marked Financial Proposal shall be retained unopened in the custody of DUHS.
- 12.4 After the evaluation and approval of the technical proposal, the Financial Proposals shall be opened of the technically accepted / qualified bids having the minimum qualifying points / marks of 70% or more, at a time, date and venue announced and communicated to the bidders in advance.
- 12.5 The opening of Financial Proposal may be extended by the DUHS, however, same shall be informed through posting or email, but the bids shall be opened within the bid validity period.
- 13 Evaluation of Bids: -**
- 13.1 Bids/Offers including Technical Proposal/Financial Proposals to be evaluated by the Committee constituted by the DUHS for the purpose.

- 13.2 The Committee may seek 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 **Technical Proposal Evaluation:**
- 13.4.1 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.
- 13.4.2 The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
- 13.4.3 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.
- 13.4.4 Only those Financial Proposals will be announced / considered which were technically qualified by the Committee.

TECHNICAL PROPOSAL EVALUATION CRITERIA

S#	Evaluation Parameters/Sub-parameters	Maximum Points
1.	Establishment of the Firm/company/ partnership / sole- proprietor (Credible documentary evidence must be provided)	Max. 10
1.1	10 years or above	10
1.2	06 years or above	07
1.3	03 years or above	05
1.4	Below 03 years	02
2.	Past Experience for providing the similar Services during the last <u>05</u> years (Credible documentary evidence must be provided)	Max. 20
2.1	Purchase order / contract award / agreement / satisfactory performance certificate issued by Public / Private Sector Universities and/or Govt. / Semi Govt. organizations and/or large National / Multi-National organizations (04 points for each – up to 20 points max.).	20
3.	Technical Human Resource (Credible documentary evidence must be provided)	Max. 30
3.1	Graduate Mechanical / Electrical Engineer (4 points for each – up to 12 points max.) Salary record for atleast 12 months)	12
3.2	DAE (Mechanical / Electrical) (2 points for each – up to 08 points max.) Salary record for atleast 12 months)	08
3.3	Simple Technician (1 point for each – up to 10 points max.) Salary record for atleast 12 months)	10
4.	Repair and Maintenance Facility (Credible documentary evidence must be provided)	Max. 10
4.1	Local Repair and maintenance workshop / set-up	10
5.	Average Annual Turnover during the last 03 financial years (As per ITR / Audited Statements of Accounts must be provided)	Max. 20
5.1	PKR 20 Million and above	20
5.2	PKR 15 Million and above	15
5.3	PKR 10 Million and above	10
5.4	Below PKR 10 Million	00
6.	Total Assets - upto last financial year (As per ITR / Audited Statements of Accounts)	Max. 10
6.1	PKR 07 Million and above	15
6.2	PKR 05 Million and above	10
6.3	PKR 03 Million and above	05
6.4	Below PKR 03 Million	00
TOTAL POINTS		100

13.5 Financial Proposal Evaluation:

13.5.1 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.

- 13.5.2 Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.
- 13.5.3 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 13.5.4 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 Bids/Offeres including Technical Proposal/Financial Proposals to be evaluated by the Committee constituted by the DUHS for the purpose.
- 14.2 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: -**

- 15.1 The bidder whose offered rate is found lowest amongst other technically qualified 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.
- 15.2 In case of tie among two or more bidders in financial bid with identical offered rate, the contract shall be awarded to the bidder who shall obtain the highest points / marks in technical evaluation report.
- 15.3 DUHS 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 contractor shall sign the contract on appropriate stamp paper. All charges including payment of duty shall be borne by the Contractor.

17 **Period of Contract: -**

- 17.1 Initially contract shall be signed for a period of 12 months (01 year), however, DUHS at its own discretion can extend the period of contract for a further six months or till the finalization of new tender, whichever comes first. The bidder shall provide the services for extended period without any increase in rate.

18 **Bid Security / Performance Guarantee: -**

- 18.1 The Bidder shall enclose the **Bid Security not less than 2% of the total contract value of the 12 months (one year)** 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 28 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal. Photocopy of the Bid Security shall be attached with the Technical Proposal after hiding the amount.
- 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 not less than 5% of the total contract value of the 12 months (one year)** 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.
- 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 shall be forfeited, in case of bidder fails to provide the satisfactory services. The Performance Security / Guarantee of the bidder shall be returned after expiry of contract period.

19 **Commencement of Services: -**

- 19.1 Services shall be commenced from the date of signing of contract agreement.

20 **General Conditions: -**

- 20.1 A prospective bidder requiring any clarification(s) may notify to DUHS or an Officer authorized on its behalf in writing. The DUHS or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before 05 working days or more to the deadline set for the submission of

- bids. Copies of DUHS response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).
- 20.2 It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the DUHS. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- 20.3 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.
- 20.4 Bidder will follow the disciplinary rules of the DUHS.
- 20.5 The DUHS reserves the right to increase / delete the number of **Passenger Lifts and Patient / Bed Lifts** to be covered on the same rates and terms and condition of the Contract Agreement.
- 20.6 It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Competent Authority of DUHS will be permitted throughout the contract period.
- 20.7 The tenderer should be fully and completely responsible for all the deliveries and deliverables to the DUHS. 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.
- 20.8 Bidder shall be responsible for remedying the defect(s) on the same date on which complaint was launched.
- 20.9 Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 20.10 Failure to supply required items / services within the specified schedule will invoke penalty as imposed by the competent authority of DUHS.
- 20.11 DUHS will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 20.12 The Bidder will provide the Quarterly Repair and Maintenance Report to the nominated person of DUHS.
- 20.13 Bidder shall not 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.
- 20.14 The Bids shall be evaluated in accordance with the specified evaluation / eligibility / qualification / responsiveness criteria and terms & conditions of the bidding document.
- 20.15 Bidding Documents shall take precedence, in case of discrepancies between the Invitation for Bids (IFB) / Notice Inviting Tender (NIT) and the Bidding Documents.
- 20.16 Bidder will depute the supervisors and other adequate staff for carrying out the desired services.
- 20.17 Bidder will be liable for any loss or damage caused by any act or default on the part of his servant or employee to the said premises and / or DUHS property on which decision of DUHS will be final.
- 20.18 During the currency of the contract, the firm will provide goods and services as per terms and conditions, to be settled later on in the shape of contract agreement.
- 21 **Payment: -**
- 21.1 Payment shall be processed on quarterly (3 months) basis.
- 21.2 Due payment will be made after completion of each quarter.
- 21.3 The Service Provider required to submit the following documents along with bill:
- i. The contractor shall submit his bill in the prescribed form duly approved by competent authority.
 - ii. Invoice with covering letter, both duly signed and stamped by authorized officer.
 - iii. Copy of the Signed Contract.
 - iv. Original satisfactory performance certificate issued by the competent person of the relevant site.
 - v. Copy of any/all correspondence made with DUHS or any other agency / person / organization during that quarter.
 - vi. Evidence / support of all claims in bills.
 - vii. Any other details/documents, if required by DUHS.
- 22 **Redressal of Grievances by the Procuring Agency: -**
- 22.1 Redressal of Grievances & settlement of dispute will be as per Rule 31 of SPPRA Rule-2010 (Amended upto date).

23 **Cancellation of Contract: -**

23.1 If the contractor 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.

24 **Arbitration: -**

24.1 Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the DUHS and Contractor. If the parties fail to come to an amicable settlement the same shall be referred to the award of Arbitrators to be nominated one each by the DUHS and Contractor within fifteen (15) days of notice from either side or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall take place at Karachi, under Pakistani Law of Arbitration.

25 **Applicable Laws: -**

25.1 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 OFFICIAL LETTERHEAD OF THE COMPANY DULY SIGNED & STAMP)

Sr. No.	Description	Qty.	Unit	Monthly Rate Per Unit	Total Amount (PRs.)
A.	DMC CAMPUS				
1.	Passenger Lift Admin Block (Make: NBSL)	02	Nos.		
2.	Passenger Lift Lib Block (Make: NBSL)	01	No.		
3.	Passenger Lift PDC Block (Make: KONE)	02	Nos.		
4.	Passenger Lift DDC (Make: NBSL)	01	No.		
B.	OJHA CAMPUS				
5.	Bed Lift at OT Complex (Make: Kone)	2	Nos.		
6.	Passenger Lift at Dow International Medical College (Make: Kone)	3	Nos.		
7.	Bed Lift at Dow University Hospital (Make: Kone)	3	Nos.		
8.	Bed Lift at Dow University Hospital (Make: NBSL)	1	No.		
9.	Passenger Lift at Dow Radiology (Make: Kone)	1	No.		
10.	Passenger Lift at Total Lab. Automation (TLA) (Make: Kone)	1	No.		
11.	Passenger Lift at NIDC(Make: NBSL)	1	No.		
12.	Passenger Lift at Institute of Nursing Building (Make: NBSL)	1	No.		
13.	Passenger Lift at DCOP (Make: NBSL)	02	Nos.		
14.	Passenger Lift at OICD (Make: NBSL)	02	Nos.		
15.	Passenger Lift at Serology (Make: NBSL)	02	Nos.		
C.	DIDCH 50 BEDDED HOSPITAL				
15.	Passenger Lift (Make: NBSL)	02	Nos.		
TOTAL MONTHLY AMOUNT					
TOTAL YEARLY AMOUNT (FOR 12 MONTHS)					

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

**INTEGRITY PACK
(AFFIDAVIT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY
THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH
RS.10.00 MILLION OR MORE**

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 give nor agreed to give and shall not give or agree to give to anyone within the DUHS directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the DUHS, except that which has been expressly declared pursuant hereto.
- (c) The bidder / company / firm / agency /accepts full responsibility and strict liability for making any false declaration / statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the DUHS under any law, contract, or other instrument, be stand void at the discretion of the DUHS.
- (d) Notwithstanding any right and remedies exercised by the DUHS in this regard, bidder / company / firm / agency agrees to indemnify the DUHS for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the DUHS in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the bidder / company / firm / supplier / agency / service provider as a fore said for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the DUHS.

Dow University of Health Sciences
Signature & Seal

(Name of Security Firm)
Signature & Seal

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

FORM OF CONTRACT
(Specimen purpose only)

THIS AGREEMENT made on this _____ day of _____ 2021 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 (herein after 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 **Repair & Maintenance Services for Passenger Lifts and Patient / Bed Lifts (Ref: No. DUHS/W&S-NIT/2021/074)**, therefore, invited bids through N.I.T No. DUHS/W&S/2021/____ Dated: _____, 2021.

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 / Intent”(LoA/LoI) No. to the Contractor on _____.

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

(Conditions of Contract) of Tender Document

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

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

WITNESS – 1

Name: _____
CNIC#: _____
Address: _____

WITNESS – 2

Name: _____
CNIC#: _____
Address: _____