

# **BIDDING DOCUMENT**

## REPAIR AND MAINTENANCE FOR AIR CONDITIONING AND OPERATION, REPAIR & MAINTENANCE OF PACKAGE UNITS (REF NO: DUHS/W&S-NIT/098)

# N.I.T NO. DUHS/P&D/2022/11250, DATED: NOVEMBER 10, 2022

## OFFICE OF THE DIRECTOR (P&D) DOW UNIVERSITY OF HEALTH SCIENCES, BABA-E-URDU ROAD, BESIDES CIVIL HOSPITAL, KARACHI

# NOTICE INVITING TENDER (NIT)

DOW UNIVERSITY OF HEALTH SCIENCES

No. DUHS/P&D/2022/11250

**Opening Date & Time** 

Dated: November 10, 2022

# **RE-TENDER NOTICE**

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

S. No.		NAME OF BID	METHOD OF PROCUREMENT
1.	REPAIR & MAINTENANCE SERVICES FOR PASSENGER LIFTS AND PATIENT / BED LIFT (Ref No: DUHS/W&S-NIT/096)		Single Stage-Single Envelope Procedure as per rule 46 sub rule-1 of SPP Rules 2010 (Amended upto date)
2.	UNINTE	AND MAINTENANCE SERVICES FOR RRUPTED POWER SUPPLIES (UPS). DUHS/W&S-NIT/097)	Single Stage-Single Envelope Procedure as per rule 46 sub rule-1 o SPP Rules 2010 (Amended upto date)
3.	REPAIR AND MAINTENANCE FOR AIR CONDITIONING AND OPERATION, REPAIR & MAINTENANCE OF PACKAGE UNITS. (Ref No: DUHS/W&S-NIT/098)		Single Stage - Single Envelope Procedure as per rule 46 sub rule-1 o SPP Rules 2010 (Amended upto date)
4.		OF CLEARING AGENCY DUHS/W&S-NIT/099)	Single Stage - Two Envelope Procedure as per rule 46 sub rule-2 of SPP Rules 2010 (Amended upto date)
Ten	der Fee	Rs. 2,000/- (Rupees Two Thousand Only) Non-R Order / Demand Draft in favor of Dow University o	
Bid	Security	2.5% of the total bid value.	

 Purchasing Date & Time
 From the date of publishing to 29-11-2022 (10 a.m to 02 p.m)

 Bids Delivery &
 30-11-2022 at 11:00 a.m & 11:30 a.m.

Detailed Specification are mentioned in the prescribed tender documents alongwith terms and conditions. Bidding documents can be download from SPPRA website or Dow University of Health Sciences, website. Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms will be rejected.

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

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

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

www.duhs.edu.pk

a-a-Urdu Road, Karachi - 74200 Pakis Tet 021-99216065 Fax: 021-9921606

DIRECTOR Planning & Development Dow University of Health Sciences, Karachi

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**DOW UNIVERSITY OF HEALTH SCIENCES** 



Office of the Director (P&D), 5th Floor, Administration Block, DMC Campus, Baba-e-Urdu, Road, Karachi

### BIDDING DOCUMENT REPAIR AND MAINTENANCE FOR AIR CONDITIONING AND OPERATION, REPAIR & MAINTENANCE OF PACKAGE UNITS

#### 1. <u>Introduction</u>: -

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 **4,100employees**, including approximately **850 faculty members** at present.

#### 2. <u>Objective</u>: -

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. <u>Responsibility of the Contractor: -</u>

- 3.1.1 The Contractor should provide 24x7 (365 days) Repair, Operation, Maintenance & Services.
- 3.1.2 Hiring & trained of AC technicians to be deputed at the site.
- 3.1.3 Availability of fast moving parts. Sufficient stock of medium movers and prompt actions to make slow movers available as and when situation warrants.
- 3.1.4 Implementing the professional techniques including optimum warehousing of all relevant tools, parts, consumables etc.
- 3.1.5 Maintaining the history of each & every equipment.
- 3.1.6 Improving skills of its own and DUHS employees through training etc.
- 3.1.7 Arranging regular supplies of consumables under its scope of supply.
- 3.1.8 The Contractor will manage and provide the expertise for the <u>Supervision. Repair & Maintenance Services</u> of the Air Conditioning and O & M of Package units on behalf of the owner of the equipment. Supervision, Repair adMaintenance Services are defined as under;

#### 4. <u>Scope of Works: -</u>

#### 4.1 Monthly Maintenance Activities: - (Split AC & Floor Standing Units)

- 4.1.1 Cleaning of air filters and recommendation for replacement when necessary.
- 4.1.2 Cleaning of Cooling Coils.
- 4.1.3 Cleaning of Condenser Coils.
- 4.1.4 Cleaning of drain line.
- 4.1.5 Check any abnormal noise and vibration, if found should be rectified.
- 4.1.6 Check leakage indication, if found take necessary action.
- 4.1.7 Check remote control function.
- 4.1.8 Check electric wiring connections.
- 4.1.9 Check performance of cooling.
- 4.1.10 Keeps monthly maintenance record
- 4.2 Quarterly Maintenance Activities: (Split AC & Floor Standing Units) (Major Master Service)
- 4.2.1 Dismantling of indoor and outdoor units.
- 4.2.2 Washing & Cleaning of complete units.
- 4.2.3 Cleaning of drain line.
- 4.2.4 Straightening of dented coil fins.

- 4.2.5 Check piping insulation condition, if found damaged should be repaired or replaced.
- 4.2.6 Check PC board and other components function.
- 4.2.7 Check Compressor & cooling performance.
- 4.2.8 Check & record Suction and discharge pressure.
- 4.2.9 Check complete system leakage, if found should be properly repaired.
- 4.2.10 Check loss connection and heated wires, if found should be proper tight and replaced.
- 4.2.11 Check electric contactor and other control components, if required should be replaced.
- 4.2.12 Perform lubrication and greasing in all moving parts.
- 4.2.13 Check blower condition, if found damaged should be repair or replace.
- 4.2.13 Inspect corrosion from unit's foundation MS angle iron and other metallic parts, if found should be apply red-oxide and paint.
- 4.2.14 Check bearing condition, if found noise should be replaced.
- 4.2.15 Keeps quarterly maintenance record.

#### 5 <u>Scope of Works: -</u>

#### 5.1 Monthly Maintenance Activities: - (Package Units)

- 5.1.1 Cleaning of air filters and recommendation for replacement when necessary.
- 5.1.2 Cleaning of Cooling Coils.
- 5.1.3 Cleaning of Condenser Coils.
- 5.1.4 Cleaning of drain line.
- 5.1.5 Cleaning of Condenser fans and motors.
- 5.1.6 Cleaning of blower vanes and housing.
- 5.1.7 Check any abnormal noise and vibration, if found should be rectified.
- 5.1.8 Check leakage indication, if found take necessary action.
- 5.1.9 Check electric wiring connections.
- 5.1.10 Check performance of cooling.
- 5.1.11 Check V-belt condition, if found loss or damaged should be replaced.
- 5.1.12 Clean surrounding area of units.
- 5.1.13 Keeps monthly maintenance record.

#### 6. Quarterly Maintenance Activities: - (Package Units) (Major Master Service)

- 6.1.1 Dismantling of indoor and outdoor units.
- 6.1.2 Washing & Cleaning of complete units.
- 6.1.3 Cleaning of drain line.
- 6.1.4 Straightening of dented coil fins.
- 6.1.5 Check piping insulation condition, if found damaged should be repaired or replaced.
- 6.1.6 Check PC board and other components function.
- 6.1.7 Check Compressor & cooling performance.
- 6.1.8 Check & record Suction and discharge pressure.
- 6.1.9 Check complete system leakage, if found should be properly repaired.
- 6.1.10 Check loss connection and heated wires, if found should be proper tight and replaced.
- 6.1.11 Check electric contactor and other control components, if required should be replaced.
- 6.1.12 Perform lubrication and greasing in all moving parts.
- 6.1.12 Check blower condition, if found damaged should be repair or replace.
- 4.2.13 Inspect corrosion from unit's foundation MS angle iron and other metallic parts, if found should be apply red-oxide and paint.
- 6.2.14 Check bearing condition, if found noise should be replaced.
- 6.2.15 Check GI ducting condition, if found corrosion of damaged take necessary action.
- 6.2.16 Check flexible duct unit's connection condition, if found air leakage or damaged should be repaired or placed.
- 6.2.17 Cleaning of diffusers and grills.
- 6.2.18 Cleaning and servicing of condenser fans and motors, if found corrosion apply red-oxide and paint.
- 6.2.19 Clean surrounding area of units.
- 6.2.20 During the maintenance activities must be follow the safety and PPE procedure.
- 6.2.21 Keeps quarterly maintenance record.

#### 7. <u>Obtaining of Bidding Document</u>: -

- 7.1 Bidding Document containing detailed terms & conditions can be obtained from Office of the Director, (P&D), 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 29<sup>th</sup> November, 2022**. No tender document <u>shall be</u> sold on the date of opening of bid.
- 7.2 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.

#### **Bidding Procedure: -**

7.3 Bids are invited as per Single Stage – Single Envelope Procedure in accordance with rule sub rule 1 of rule 460f the Sindh Public Procurement Rules, 2010 (Amended upto date).

#### 8 <u>Instructions to the Bidders</u>: -

- 8.1 Bidder must read all the contents of NIT as well as Bidding Document and understand all the requirements.
- 8.2 Bidder must ensure that the Bid Form / Price Schedule is filled in all respect, without any confusion.
- 8.3 There should not be any over-writing, double writing, crossed, additional conditions.
- 8.4 Rates are to be quoted clearly in digits as well as in words.
- 8.5 Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
- 8.6 Bids shall be submitted in accordance with Single stage Single Envelope Procedure.
- 8.7 Bidder shall prepare two separate envelopes for Technical as well as Financial Proposal.
- 8.8 Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the Technical / Financial Proposal accordingly.
- 8.9 Bidder(s) must write the "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" on the face of relevant sealed envelopes containing relevant bid/offer in it.
- 8.10 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.

#### 9 Eligibility Criteria & List of documents to be enclosed: -

- 9.1 Bidder(s) must ensure that the following documents are enclosed with the **Technical Proposal**:
- 9.2 **One (1) original** and **ONE (1) copy** of technical proposal should be submitted. 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
- 9.2.1 Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;
- 9.2.2 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;
- 9.2.3 Copy of Bid Form / Price Schedule and Pay Order in respect of Bid Security after hiding the amount;
- 9.2.4 Attested copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate(s);
- 9.2.5 Attested copy of CNIC of signatory of the Bid Form/Price Schedule;
- 9.2.6 Complete profile and history of the Bidder/Participant including complete address and complete details of Directors including their CNIC Numbers.
- 9.2.7 List of present clients to whom bidder is providing the Repair and Maintenance Services for **AIR CONDITIONING and O & M of PACKAGE UNITS** with name and contact persons, cell/telephone numbers and addresses.
- 9.2.8 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;
- 9.2.9 Copy of documents regarding affiliation/representation (subsidiary or merger) of foreign/local company etc., if any.
- 9.2.10 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.
- 9.2.11 Affidavit on stamp paper duly notarized to the effect that bidder is not awarded any punishment from any Court of Law.

- 9.2.12 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.
- 9.3 Certificate from existing client stating satisfactory performance of the bidder.
- 9.4 Valid documentary evidence in support of evaluation and qualification criteria.
- 9.5 Existing and any past service providers are only eligible for bidding upon providing Satisfactory Performance Certificates for respective periods of services from the Office of the Registrar duly signed and stamped. No other certificates will be accepted for eligibility.

#### **Financial Proposal**

- 9.6 Bidder(s) must ensure that the following documents are enclosed with the **Financial Proposal**
- 9.7 Bid Security of required amount and form.
- 9.8 Bid form(s)/Price Schedule duly filled in all respect clearly quote the price.
- 9.9 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.
- 9.10 Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.
- 9.11 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.

**Eligibility Criteria:** Bidder which meets the above **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.

#### **Technical Evaluation Criteria**

- 9.12 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.
- 9.13 The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
- 9.14 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.
- 9.15 Only those Financial Proposals will be announced / considered which were technically qualified by the Committee.

S.NO	EVALUATION PARAMETERS/SUB-PARAMETERS	MAXIMUM POINTS
1.	Establishment of the Firm/company/ partnership / sole- proprietor (Credible documentary evidence must be provided)	Max. 10
	10 years or above	10
	06 years or above	07
	03 years or above	05
	Below 03 years	02
2.	Past Experience for providing the similar Services during the last 05 years (Credible documentary evidence must be provided)	Max. 20
	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

#### TECHNICAL PROPOSAL EVALUATION CRITERIA

3.	Technical Human Resource (Credible documentary evidence must be provided of pay slips showing disbursement from bank statement))	Max. 30		
	Graduate Mechanical Engineer (4 points for each – up to 12 points max.)	12		
	DAE (Mechanical) (2 points for each – up to 08 points max.)	08		
	Simple Technician (1 point for each – up to 10 points max.)	10		
4.	Repair and Maintenance Facility (Credible documentary evidence must be provided)	Max. 10		
	Local Repair and maintenance workshop / set-up	10		
5.	Average Annual Turnover during the last 03 financial years (As ner			
	PKR 30 Million and above	20		
	PKR 20 Million and above	15		
	PKR 10 Million and above	10		
	Below PKR 10 Million	00		
6	Total Assets - upto last financial year (As per ITR / Audited Statements of Accounts)	<b>Max. 10</b>		
	PKR 10 Million and above	15		
	PKR 05 Million and above	10		
	PKR 03 Million and above	05		
	Below PKR 03 Million	00		
	TOTAL POINTS	100		

#### 10 <u>Validity of Bids</u>: -

10.1 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.

#### 11 <u>Alternate Bids</u>: -

11.1 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.

#### 12 <u>Submission of Bids/Offers</u>: -

- 12.1 Sealed bids/offers both the proposals i.e. Technical Proposal and Financial Proposal to be dropped in the tender box placed at the Office of Director Planning & Development, DMC Campus, Near Civil Hospital, Karachi upto **11:00 am on 30-11-2022**. The sealed bids/offers may also submit by mail, addressed to Director (P&D) 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.
- 12.2 Bidders are advised in their own interest to take all precautionary measures for delivery of sealed bids before the deadline for submission of bid.

#### **Opening of Bids:** -

- 12.3 The 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.
- 12.4 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.

#### 13 Evaluation of Bid:

- 13.1.1 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 13.1.2 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.

#### 13.2 **Financial Proposal Evaluation:**

- 13.2.1 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.
- 13.2.2 Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.
- 13.2.3 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 13.2.4 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 <u>Announcement of Bid Evaluation Report</u>

- 14.1 Bids/Offers 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 <u>Award of Contract</u>: -

- 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 <u>Signing of Contract</u>: -

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 <u>Bid Security / Performance Guarantee</u>: -

The Bidder shall enclose the **Bid Security not less than 2.5% 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 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.

- 18.1 The Bid Security of unsuccessful bidder shall be returned after award of contract or within one week of expiry of bid.
- 18.2 The Successful bidder shall submit the <u>Performance Security / Guarantee not less than 5% of the total</u> <u>contract value of the 12 months (one year)</u> 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.
- 18.3 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.
- 18.4 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 <u>Commencement of Services</u>: -

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

#### 20 **General Conditions: -**

- A prospective bidder requiring any clarification(s) may notify to DUHS or an Officer authorized on its behalf 20.1 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.
- The DUHS reserves the right to increase / delete the number of Air Conditioning / Package Units to be 20.5 covered on the same rates and terms and condition of the Contract Agreement.
- It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly 20.6 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.
- Failure to supply required items / services within the specified schedule will invoke penalty as imposed by the 20.10 competent authority of DUHS.
- DUHS will not be responsible for any costs or expenses incurred by bidders in connection with the 20.11 preparation or delivery of bids.
- The Bidder will provide the Quarterly Repair and Maintenance Report to the nominated person of DUHS. 20.12
- Bidder shall not be allowed to alter or modify his bid after the opening of the bids. However, the procuring 20.13 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.
- Bidding Documents shall take precedence, in case of discrepancies between the Invitation for Bids 20.15 (IFB) /Notice Inviting Tender (NIT) and the Bidding Documents.
- Bidder will depute the supervisors and other adequate staff for carrying out the desired services. 20.16
- 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 from 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 <u>Cancelation of Contract</u>: -

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 <u>Arbitration</u>: -

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 <u>Applicable Laws</u>: -

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) 1. $\underline{DMC\ CAMPUS}$

Sr. No.	Description	Quantity	Unit	Monthly Rate per unit	Total Amount (PRs.)
1.	Monthly Maintenance & Repainting of <b>Split Air Conditioner1.0 to 4.0 tons</b> , in following departments.				
	a) DMC Campus	395	Nos.		
2.	Monthly Operation, Maintenance & Repairing and Services of <b>Package</b> <b>Units.</b>	11	Nos.		
		ТОТА	L MON	THLY AMOUNT	
	TOTAL YE	ARLY AMO	UNT (FC	OR 12 MONTHS)	
Sr. No.	Description	Quantity	Unit	Rate per unit	Total Amount (PRs.)
3.	Supplying and fixing baring for fan motor	01	Each		
4.	Supplying and fixing capacitor for fan (5 to 50 UF)	01	Each		
5.	Maintenance & repair of circuit	01	Each		
6.	Supplying and fixing relay	01	Each		
7.	Supplying and fixing of V-belt	01	Each		
8.	Denting and painting use red oxide rust dirt and repair broken grills/diffusers	01	Each		
9.	Use red oxide on angle brackets	01	Each		
10.	Fan painting and greasing alignment bearing, changing nuts bolts and bearing if required and gas charging etc complete.	01	Each		
				GRAND TOTAL	

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

# 2. OJHA CAMPUS (A)

Sr. No.	Description	Quantity	Unit	Monthly Rate per unit	Total Amount (PRs.)
1.	Monthly Maintenance & Repainting of <b>Split Air Conditioner1.0 to 4.0 tons</b> , at <b>OJHA CAMPUS OF DUHS</b>				
	a) Ojha Campus	1300	Nos.		
2.	Monthly Operation, Maintenance & Repairing and Services of <b>Package Units.</b>	17	Nos.		
		ТОТА	L MON	THLY AMOUNT	
	TOTAL YE	ARLY AMO	UNT (FC	OR 12 MONTHS)	
Sr. No.	Description	Quantity	Unit	Rate per unit	Total Amount (PRs.)
3.	Supplying and fixing baring for fan motor	01	Each		
4.	Supplying and fixing capacitor for fan (5 to 50UF)	01	Each		
5.	Maintenance & repair of circuit	01	Each		
6.	Supplying and fixing relay	01	Each		
7.	Supplying and fixing of V-belt	01	Each		
8.	Denting and painting use red oxide rust dirt and repair broken grills	01	Each		
9.	Use red oxide on angle brackets	01	Each		
10.	Fan painting and greasing alignment bearing, changing nuts bolts and bearing if required and gas charging etc complete.	01	Each		
GRAND TOTAL					

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

# 3. DOW COLLECTION POINTS / OTHERS

Sr. No	Description	Quantity	Unit	Monthly Rate per unit	Total Amount (PRs.)
1.	Monthly Repairing, Maintenance & service of <b>Split airconditioner1.0 to 4.0 tons</b> , in following departments.				
	a) DIDC (DHA Campus)	70	Nos.		
	b) Collection Points	135	Nos.		
	c) LEJ Campus	15	Nos.		
	d) DIDCH	69	Nos.		
	e) MCC/NCCLCH	20	Nos.		
		TOTAL N	AONTH	LY AMOUNT	
	TOTAL YEARL	Y AMOUN	T (FOR	12 MONTHS)	
Sr.				D	
No	Description	Quantity	Unit	Rate per unit	Total Amount (PRs.)
<b>No</b> 2.	Description Supplying and fixing bearing for fan motor	- •	Unit Each	-	
•	Supplying and fixing bearing for fan	- •		-	
• 2.	Supplying and fixing bearing for fan motor Supplying and fixing capacitor for	01	Each	-	
2. 3.	Supplying and fixing bearing for fan motor Supplying and fixing capacitor for fan (5 to 50 UF)	01 01	Each Each	-	
2. 3. 4.	Supplying and fixing bearing for fan motor Supplying and fixing capacitor for fan (5 to 50 UF) Maintenance & repair of circuit	01 01 01	Each Each Each	-	
2. 3. 4. 5.	Supplying and fixing bearing for fan motor Supplying and fixing capacitor for fan (5 to 50 UF) Maintenance & repair of circuit Supplying and fixing relay Denting and painting use red oxide	01 01 01 01 01	Each Each Each Each	-	
2. 3. 4. 5. 6.	Supplying and fixing bearing for fan motor Supplying and fixing capacitor for fan (5 to 50 UF) Maintenance & repair of circuit Supplying and fixing relay Denting and painting use red oxide rust dirt and repair broken grills	01 01 01 01 01 01	Each Each Each Each Each	-	

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

# **BID FORM / PRICE SCHEDULE**

# COST SUMMARY

Sr. No.	Description	Total Amount In Pak Rs. Including Taxes
1.	DMC CAMPUS (Yearly maintenance and Parts / Ancillaries charges)	
2.	OJHA CAMPUS (A) (Yearly maintenance and Parts / Ancillaries charges)	
3.	OJHA CAMPUS (B) (Yearly maintenance charges)	
4.	DOW COLLECTION POINTS / OTHERS (Yearly maintenance and Parts / Ancillaries charges)	
	GRAND TOTAL	
	2.5% BID SECURITY / EARNEST MONEY	
FIGURE IN	WORDS:	

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

#### 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, 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 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 2022 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

Name:

WHEREAS the DUHS is procuring agency. The DUHS intends to hire firm for REPAIR AND CONDITIONING FOR AIR AND OPERATION, REPAIR MAINTENANCE & MAINTENANCE OF PACKAGE UNITS (REF NO: DUHS/W&S-NIT/098), therefore, invited bids through N.I.T NO. DUHS/P&D/2022/11250, DATED: NOVEMBER 10, 2022.

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)

WITNESS -2

Name:	
Designation:	
Address:	
Seal:	

## WITNESS – 1

lame:		
NIC#:		
ddmaaa.		

N CNIC#: \_\_\_\_\_ C Address: \_\_\_\_\_ Address: