



BIDDING DOCUMENT

**REPAIR AND MAINTENANCE SERVICES FOR
UNINTERRUPTED POWER SUPPLIES (UPS)**

(Ref: No. DUHS/DP/2020/105)

N.I.T No. DUHS/DP/2020/102-107 Dated 14th April, 2020

NOTICE INVITING TENDER (NIT)

No. DUHS/DP/2020/102-107 Dated 14th April, 2020

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).

NAME OF BID	REFERENCE NO.	Bid Opening Date & Time
Repair & Maintenance Services for Passenger Lifts and Patient / Bed Lifts	No. DUHS/DP/2020/102	12-05-2020 @ 11:30 am.
Repair & Maintenance Services for Air Conditioning / Package Units / Chiller Plant	No. DUHS/DP/2020/103	12-05-2020 @ 11:40 am.
Operation, Repair and Maintenance of Power House / Generators	No. DUHS/DP/2020/104	12-05-2020 @ 11:50 am.
Repair and Maintenance Services for Uninterrupted Power Supplies (UPS)	No. DUHS/DP/2020/105	12-05-2020 @ 12:00 Noon
Provision of Laundry Services	No. DUHS/DP/2020/106	12-05-2020 @ 12:10 pm.
Hiring of Transport Service for Riva Water Plant	No. DUHS/DP/2020/107	12-05-2020 @ 12:20 pm.

Tender fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bidding procedure	Single Stage – Two Envelope Procedure
Bid security	2% of the total bid value.
Last date for tender purchasing	From the date of publishing to 11th May, 2020
Deadline for submission of bids	12th May, 2020 up to 11:00 a.m.
Note: 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 and venue.	

Bidding document may be purchased by interested bidders on the submission of a written application, NTN, GST Certificates and Pay Order / Demand Draft (in favour of the Dow University of Health Sciences) of tender fee during office hours. Tender Notice and bidding documents are also available for information on the websites of Dow University of Health Sciences (www.duhs.edu.pk) and Sindh Public Procurement Regulatory Authority (www.ppms.pprasindh.gov.pk).

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.

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 2019).

Director Procurement

Dow University of Health Sciences

Phone No. + 92-21-99261497

Email: director.procurement@duhs.edu.pk



DOW UNIVERSITY OF HEALTH SCIENCES

Procurement Directorate at Library Block, SUPARCO Road,
off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
Phone No. + 92-21-99261497, Email: director.procurement@duhs.edu.pk
www.duhs.edu.pk

BIDDING DOCUMENT **REPAIR AND MAINTENANCE SERVICES FOR** **UNINTERRUPTED POWER SUPPLIES (UPS)** **No. DUHS/DP/2020/102-107 Dated 14th April, 2020**

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 Company provides Service & Maintenance to keep the Equipment's in good working order according to manufacturer's service schedule including preventive maintenance.
- 3.2 DUHS will be entitled to call Service Engineer any time during the office hours 9:00 Hours to 1700 Hours Monday-to-Saturday, in case of emergency during the public holidays as well, without any visit fee in case of any problem with the Equipment. Preventive maintenance shall be done according to approved scheduled in all respect.
- 3.3 Company's Qualified Engineer shall respond to the Service Call within two to four hours positively.
- 3.4 After the completion of work Company's Engineers will prepare the service report and shall give to the customer.
- 3.5 In the event of instrument failure, the Engineer will diagnose the fault and identify the parts needing replacement if it is not repairable and time required to identify the problem will depend upon the nature of problem.
- 3.6 In case of any major fault, Equipment or Parts would be collected for repair at workshop and Backup Equipment or Parts will be provided, if required.
- 3.7 All manufacturer-authorized software's updates, field change orders and hardware modifications which are mandatory will be installed charged as per actual price. Any new software and hardware that provides new features or capabilities will be sold at discounted price.
- 3.8 In case of any trouble before Preventive Maintenance Schedule Company will manage it.
- 3.9 Company Service Engineer will be responsible for the complete service of equipment during the contract period.
- 3.10 Company guarantees uptime during service contract (uptime will not less than 75%). The down time will be calculated at the end of every quarter. If the Down time is more than 75% equal to the number of days system was down beyond 75% the penalty shall be imposed equivalent to the average revenue loss in the preceding one month.
- 3.11 The replacement parts will be consigned to DUHS, Company will be responsible for any duties and taxes levied on the same.
- 3.12 Replacement of faulty / out-of-order parts will be charge by the firm separately under the supervision of DUHS

- 4 **Obtaining of Bidding Document: -**
- 4.1 Bidding Document containing detailed terms & conditions can be obtained from Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, 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 11th May, 2020**. 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. <https://www.duhs.edu.pk/> or Sindh Public Procurement Authority i.e. www.ppms.pprasinhd.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 2019).
- 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 **Uninterrupted Power Supplies (UPS)** 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 at least 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 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 Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi up to **11:00 am. on 12th May, 2020.** The sealed bids/offers may also submit by mail, addressed to Director Procurement 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 in their own interest 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 of Notice on the Notice Board at outside main gate of DUHS, but the bids shall be opened within the bid validity period.
- 13 **Evaluation of Bids:** -
- 13.1 Bids/Offer 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/Offer 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 05 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 Engineer (4 points for each – up to 12 points max.)	12
3.2	DAE (Mechanical) (2 points for each – up to 08 points max.)	08
3.3	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
4.1	Local Repair and maintenance workshop / set-up	10
5.	Average Annual Turnover during the last 03 financial years	Max. 20

S#	Evaluation Parameters/Sub-parameters	Maximum Points
	(As per ITR / Audited Statements of Accounts must be provided)	
5.1	PKR 30 Million and above	20
5.2	PKR 20 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 10 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 2019).

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 **Uninterrupted Power Supplies (UPS)** 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 2019).

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	Quantity	Unit	Monthly Rate Per Unit	Total Amount (PRs.)
1.	Monthly Maintenance of Standard UPS System. (Online & Interactive).				
	a) 500 VA to 1 KVA (Green Power / APC / Stabimatic / Ralio / Powertek / Lipord)	300	Nos.		
	b) 2 KVA to 3 KVA (Green Power / APC / Stabimatic / Ralio / Powertek / Lipord)	200	Nos.		
	c) 5 KVA to 6 KVA (Green Power / APC / Stabimatic / Ralio / Powertek / Lipord)	20	Nos.		
	d) 7 KVA to 12 KVA (Green Power)	30	Nos.		
	e) 60 KVA to 120 KVA (Power Ware / Chloride / Master Plus / ELEN / Socomec / Riello / GE)	11	Nos.		
2.	Monthly Maintenance of stabilizer and isolation transformer.				
	a) Isolation Transformer 50 to 100 KVA (Stabimatic)	06	Nos.		
	b) Stabilizer 80 to 100 KVA (Stabimatic / Servo Motor)	06	Nos.		
	c) Stabilizer 10 KVA (Stabimatic & Green Power)	16	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:

Sr. No:	Description	Quantity	Unit	Rate Per Unit	Total Amount (PRs.)
3.	Supply of Dry Battery 12 V - 7 Ah with manufacturer standard warranty.	2000	Nos.		
4.	Supply of Dry Battery 12 V - 5 Ah with manufacturer standard warranty.	120	Nos.		
5.	Supply of Dry Battery 12 V - 20 Ah with manufacturer standard warranty.	150	Nos.		
6.	Supply of Dry Battery 12 V - 40 Ah with manufacturer standard warranty.	300	Nos.		
7.	Supply of Dry Battery 12 V - 100 Ah with manufacturer standard warranty.	180	Nos.		
8.	Supply of 3 KVA UPS (Online / Interactive) (1 Year or Manufacture Standard Warranty, whichever is more)	30	Nos.		
9.	Supply of 5 to 6 KVA UPS (Online / Interactive) (1 Year or Manufacture Standard Warranty, whichever is more)	20	Nos.		
TOTAL VALUE IN PAK RS. INCLUDING TAXES					

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 _____ 2020 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 and Maintenance Services for Uninterrupted Power Supplies (UPS) (Ref: No. DUHS/DP/2020/105)**, therefore, invited bids through N.I.T No. **DUHS/DP/2020/102-107 Dated 14th April, 2020.**

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: _____