



BIDDING DOCUMENT

**Single Stage – One Envelope Procedure
Rule 46 (1) of the Sindh Public Procurement Rules, 2010 (Amended 2019)**

NIT # DUHS/P&D/2023/11524 DATED 23 Aug, 2023

**OPERATION, REPAIR AND MAINTENANCE OF CENTRAL HVAC
SYSTEM (CHILLER PLANTS, COOLING TOWERS, VRF UNITS,
AHUs, DX CONDENSING UNITS, FCUs & ALLIED EQUIPMENT)**

(Tender Ref. No. DUHS/W&S-NIT/122)

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

NOTICE INVITING TENDER (NIT)

S. No	NAME OF WORK	METHOD OF PROCUREMENT
1.	REPAIR, MAINTENANCE AND OPERATION OF AIR CONDITION'S AND PACKAGE UNITS (REF NO: DUHS/W&S-NIT/120)	Single Stage – Single Envelope Procedure as per rule 46 sub rule-1 of SPP Rules 2010 (Amended upto date)
2.	OPERATION, REPAIR AND MAINTENANCE OF GENERATORS (REF NO: DUHS/W&S-NIT/121)	Single Stage – Single Envelope Procedure as per rule 46 sub rule-1 of SPP Rules 2010 (Amended upto date)
3.	OPERATION, REPAIR AND MAINTENANCE OF CENTRAL HVAC SYSTEM (CHILLER PLANTS, COOLING TOWERS, VRF UNITS, AHUs, DX CONDENSING UNITS, FCUs & ALLIED EQUIPMENT) (REF NO: DUHS/W&S-NIT/122)	Single Stage – Single Envelope Procedure as per rule 46 sub rule-1 of SPP Rules 2010 (Amended upto date)
4.	HIRING OF SERVICES OF HUMAN RESOURCE OUTSOURCING FIRMS (HR FIRMS) FOR PROVIDING SKILLED, SEMI-SKILLED & UNSKILLED HUMAN RESOURCE. (REF NO: DUHS/W&S-NIT/123)	Single Stage – Two Envelope Procedure as per rule 46 sub rule-2 of SPP Rules 2010 (Amended upto date)

Tender Fee	Rs. 2,000/- (Rupees Two Thousand Only) Non-Refundable in shape of Pay Order / Demand Draft in favor of Dow University of Health Sciences, Karachi.
Security	Bid Security and Performance Security as mentioned in the bidding document
Purchasing Date & Time	From the date of publishing to 13-09-2023(10 a.m to 03 p.m)
Bids Delivery & Opening Date & Time	14-09-2023 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.

DIRECTOR
Planning & Development
Dow University of Health Sciences, Karachi

BIDDING DOCUMENTS

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 operation and curative & 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 Responsibility of the Contractor:

3.1.1 The Contractor should provide 24x7 (365 days) O & M and Repair services.

3.1.2 Hiring & training of operators to be deputed at the site.

3.1.3 Staffing of engineers (Mech. / Elect.) and other necessary man power (i.e) Supervisor, Operator, helper etc for Smooth operation trouble shooting and repair & maintenance.

3.1.4 Availability of fast moving parts. Sufficient stock of medium movers and prompt actions to make slowmovers available as and when situation warrants.

3.1.5 Implementing the professional O&M techniques including optimum warehousing of all relevant tools, parts, consumables etc.

3.1.6 Performing utility based maintenance (UBM) and condition based maintenance (CBM) strictly in accordance with manufacture’s recommended practices.

3.1.7 Maintaining the history of each & every equipment.

3.1.8 Improving skills of its own and DUHS employees through training etc.

3.1.9 Arranging regular supplies of consumables under its scope of supply.

3.1.10 Any health risk incident during the currency of the contract , would be the responsibility of the vendor and no claim can be charged

3.1.11 The Contractor will manage and provide the expertise for the **Supervision, Operation, and Maintenance Services of the Central HVAC System Chiller Plants, Cooling Towers, VRF Units, DX Condensing Units, AHUs, FCUs and Allied Equipment** on behalf of the owner of the equipment. Supervision, Operations and Maintenance Services are defined as under;

3.2 Supervision

3.2.1 The contractor shall supervise the operation of the Chiller Plants and allied equipment as stated above (which supervision shall extend but not be limited to providing and giving proper superintendence, guidance and directions to the DUHS staff and its own staff for and in relation to the operation and Scheduled Maintenance of the Chiller Plants) so as to ensure that the Equipment is kept, operated and maintained in accordance with Good Engineering Practices.

3.2.2 The contractor shall provide the DUHS with a maintenance report very next day after every maintenance. 3.1.10.3 The Contractor shall from the notice of commencement at its own cost recruit and train operation, maintenance and supervisory staff as necessary to operate and maintain the Chiller Plants and allied equipment in a competent manner.

3.2.3 The Contractor shall provide whatever assistance the DUHS may reasonably require in determining appropriate safety and other regulations to be applied to the Maintenance and Scheduled Maintenance.

3.2.4 The Contractor shall regularly take samples of water, lubricating oil for analysis to the relevant laboratory. The Contractor shall make available to the DUHS all the results of such testing. The DUHS shall be responsible for ensuring that the water, lubricating oil, used in the Chiller Plants is in accordance with the specifications.

3.3 Daily Routine Maintenance Services:

3.3.1 The Contractor shall manage and keep the Chillers and allied accessories equipment in good operating condition.

3.3.2 In the event of breakdown at DUHS site, emergency repairs / trouble shooting to rectify the cause of breakdown.

3.3.3 The Contractor shall keep each Chiller Plant and allied equipment properly clean and maintain working Environment.

- 3.3.4 Keeps record of Chiller's performance log sheet.
- 3.3.5 Keeps record of Chilled water & Condenser water Pumps/Motors performance log sheet.
- 3.3.6 Keeps record of Chemical dosing.
- 3.3.7 Check any abnormal noise and vibration.

3.4 Monthly Preventive Maintenance:

- 3.4.1 Application of preventive maintenance by gathering operating parameters such as suction and discharge pressure, temperatures, system voltage, and current etc.
- 3.4.2 Periodical service (change of oil & filters, inspection and servicing of cooling towers, chillers, Dx Coils, AHUs, FCUs and allied equipment if required) of each Chiller Plant as per manufacturer's recommendation.
- 3.4.3 Periodical inspection & testing of Chillers as per manufacturer's recommendation.
- 3.4.4 Washing/Cleaning of Pre- filters, Bag filters and recommendation for replacement when necessary.
- 3.4.5 Inspection of Hepa filters condition, report if required to change.
- 3.4.6 Wiping of housing with stain remover.
- 3.4.7 Straightening of dented coils fine
- 3.4.8 Re-tightening of electrical controls wirings.

3.5 Inspection of Air Handling units (AHUs):-

- 3.5.1 Cleaning and service of blower's assembly.
- 3.5.2 Cleaning of drain pan & drain line.
- 3.5.3 Service of motor and blower shaft
- 3.5.4 Cleaning of unit housing, re-paint on rusted parts.
- 3.5.5 Check V-belt condition, if found loss and damaged should be replace.
- 3.5.6 Check GI ducting condition and air leakage.
- 3.5.7 Check any abnormal noise & vibration
- 3.5.8 Check Pulley condition and Shaft alignment.
- 3.5.9 Cleaning of surrounding area of units
- 3.5.10 Inspection of the following
 - a. Base pan for restricted drain opening (remove obstruction as necessary).
 - b. Fan motor and fan blades for wear and damage (lubricate as needed).
 - c. Check-up of unit for abnormal noise and vibration.
 - d. Check-up of electrical controls.
 - e. General cleaning of all Chillers and allied equipment including all internal components.
 - f. Greasing of motor bearing and other moving parts requiring lubrication.
 - g. Technical audit of equipment condition including Freon charging and actual electrical reading operation of the units.
 - h. Drying of internal components using compressed air.
 - i. General Service and inspection of all the components of the air-conditioning system.
 - j. Assembly and start-up, Check-up and repair of undesirable noise and vibration of the unit. Observation of the compressor performance and recommendation of repair/replacement, if necessary.
 - k. Check-up of all moving parts such as fan motor bearing/bushing and shafting evaporator blowers and blade, and recommendation of repair/replacement of parts, if necessary. Inspection of all components of the system including electrical control and implementation of required adjustment/s, recommendation of repair/replacement of parts as may be necessary, Check-up of all refrigerant line in the air-conditioning system and replenishment of the same, if necessary. Check-up and repair of equipment corrosion, de- rust, which include preparation with primer and repainting of affected parts.
 - l. Update of preventive maintenance ledger for each air-conditioning unit and submission of quarterly report.
 - m. Cleaning of working area and cleaning of site.
 - n. Cleaning of diffusers and grills.

3.6 Cooling Towers:-

- 3.6.1 Cleaning of tray, sump, PVC fins.
- 3.6.2 Check fan motor condition, including electric connection and wiring.
- 3.6.3 Servicing of all type of valves.
- 3.6.4 Condenser coil (with pressure washer).
- 3.6.5 Drain line (by flushing).
- 3.6.6 Chilled Water & Condenser Water Pumps and Motors

- 3.6.7 All other internal components of the HVAC system and allied equipment.
- 3.6.8 Submit proposed monthly and quarterly work schedules/plans at least two (2) days prior to the start of the covered period, for approval of the competent authority.
- 3.6.9 Submit weekly, monthly and quarterly accomplishment reports at least three days after the end of the covered period.
- 3.6.10 Be responsible for the daily operation and monitoring of Chillers to ensure proper setting and operation.
- 3.6.11 Conduct daily check-up of the Chillers to ensure good running condition.
- 3.6.12 Conduct periodic maintenance of the Chillers, per approved schedule. Maintain a checklist for each Chiller (i.e., type/model/location and history of repair/replacement of parts per unit) to be made readily available for inspection.

3.7 Annual Maintenance:

- 3.7.1 The Contractor shall performed annual maintenance of Chillers, Cooling Towers, AHUs, FCUs, VRF units, DX Condensing units, Pumps, Motors and allied equipment.

3.8 Operation of Equipment:

- 3.8.1 The Contractor shall hire operator (s) at its own cost for the operation of Chillers, Cooling towers, AHUs, FCUs, Pumps and Motors at the site as per the DUHS requirement. The Staff shall consist of individuals who have the necessary experience, ability and expertise required for supervising and operating a power generation plant similar in size, scope and complexity as that installed in DUHS facility.
- 3.8.2 The operator(s) shall strictly follow the DUHS instructions and shall observe work timings, rules, regulations, safety standards, and precautions at the site.
- 3.8.3 The Operator(s) shall maintain daily log-sheet of Chillers and allied equipment's.
- 3.8.4 The Contractor shall also arrange and bear the cost of substitute operator (s) at the site as per DUHS requirement.
- 3.8.5 The Contractor will arrange enough stock of emergency spares to ensure the minimum downtime. The Contractor shall service / repair the generators at site only after operating hours and shall make its best efforts to keep the generator available during operating hours set by the DUHS.
- 3.8.6 The Contractor shall maintain the Log Book / History for each generator including periodical inspection reports, number of services, operating hours, summary of repair jobs, and cost of parts replaced, labor charges, details of emergency services, operating parameters etc.
- 3.8.7 The Contractor shall keep stock of following consumables to ensure timely repairs and services, at its own cost. These consumables shall be used after the completion of manufacturer's recommended hours of operation or time period. After maintenance the same will be invoiced to the DUHS.
 - i. V-Belts
 - ii. Bearings
 - iii. Chemicals (for Condenser Water/Chilled Water dosing)
 - iv. Lubricating Oil/Grease
 - v. Waste Cloths

3.9 Responsibility of the DUHS:

- 3.9.1 The DUHS shall instruct its staff to act at all times in accordance with the reasonable supervision, guidance and direction, of the Contractor's Chiller Plants Manager and the Supervisor.
- 3.9.2 The DUHS shall not have the right to ask a third party to repair or maintain the Equipment without the written consent of the Contractor, which consent shall not be unreasonably withheld.
- 3.9.3 The DUHS shall obtain and maintain the insurance required to be obtained and maintained by it under its corporate policies. The insurance shall contain a waiver of all rights of recourse against the Contractor. The DUHS shall hold the Contractor harmless from all claims of the DUHS insurers.
- 3.9.4 The Contractor shall send to the DUHS on the first of every month the Chillers running record as well as the actual accumulated figures for the last month. The Contractor shall also recommend the timing for the key maintenance operations.
- 3.9.5 The DUHS shall give the Contractor and those engaged by it under this Agreement free access to the Site and safety within the Site.
- 3.9.6 The Contractor shall keep available free of charge necessary tools.
- 3.9.7 The DUHS shall at its own cost provide the Contractor with appropriate facilities for storing Spare Parts needed for the Maintenance and Scheduled Maintenance, but the Contractor shall be responsible for the safe storage and necessary maintenance of those Spare Parts.
- 3.9.8 The DUHS shall advise the Contractor immediately in writing of all intended alterations to the Equipment or of the conditions likely to affect the maintenance to be provided by the Contractor, or the Scheduled Maintenance.

- 3.9.9 The DUHS shall supply the Contractor on request copies of such technical documentation in its possession (including drawings, descriptions, schedules, and instructions) as might be necessary and useful in connection with the Maintenance and the Scheduled maintenance of the Equipment. Such documentation shall at all times remain the property of the DUHS and shall not be used by the Contractor other than for the purposes of this Agreement.
- 3.9.10 The DUHS shall give the Contractor full details in writing of the safety and other regulations applicable at the Site and relevant to the maintenance and Scheduled maintenance to be performed under this Agreement.
- 3.9.11 The Contractor shall inform the DUHS about other periodical service requirements according to manufacturer's recommendation, major overhauls, and other repairs, etc. All these and other services (including spares) which are not mentioned above shall be separately payable by DUHS at mutually agreed upon rates in accordance with prevalent markets norms for similar works.
- 3.9.12 The DUHS shall not delay and / or postpone any such repairs / jobs / overhauls which become due according to manufacturer's recommendations for any unreasonable length of time. In case this happens, DUHS would bear the responsibility of deterioration in performance and / or condition of equipment. This shall be made good at additional cost by the Customer.

4 Obtaining of Bidding Document: -

- 4.1 Bidding Document containing detailed terms & conditions can be obtained from Office of the Director, (P&D), 5th Floor, Administration Block, Baba-e-Urdu Road DMC Campus near Civil Hospital, 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, 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.ppr.sindh.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 – One Envelope Procedure in accordance with rule sub rule 1 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended up to 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 There should not be any over-writing, double writing, crossed, additional conditions.
- 6.4 Rates are to be quoted clearly in digits as well as in words.
- 6.5 Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
- 6.6 Bids shall be submitted in accordance with Single stage – One Envelope Procedure.
- 6.7 Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the Proposal accordingly.
- 6.8 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**.
- 7.2 Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;
- 7.3 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;
- 7.4 Attested copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate(s);
- 7.5 Attested copy of CNIC of signatory of the Bid Form/Price Schedule;
- 7.6 Complete profile and history of the Bidder/Participant including complete address and complete details of Directors including their CNIC Numbers (if any);
- 7.7 List of present clients to whom bidder is providing the **Operation, Repair and Maintenance of Chiller Plants and Allied Equipment** with name and contact persons, cell/telephone numbers and addresses.
- 7.8 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;
- 7.9 Copy of documents regarding affiliation/representation (subsidiary or merger) of foreign/local company etc., if any.
- 7.10 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.

- 7.11 Affidavit on stamp paper duly notarized to the effect that bidder is not awarded any punishment from any Court of Law.
- 7.12 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.
- 7.13 Certificate from existing client stating satisfactory performance of the bidder.
- 7.14 Valid documentary evidence in support of evaluation and qualification criteria.

8. Financial Proposal

- 8.1 Bidder(s) must ensure that the following documents are enclosed with the **Financial Proposal**
- 8.2 Bid Security of required amount and form.
- 8.3 Bid form(s)/Price Schedule duly filled in all respect clearly quote the price.
- 8.4 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.
- 8.5 **Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.**
- 8.6 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.

9. Mandatory Eligibility Criteria & List of documents to be enclosed:

- 9.1 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.
- 9.2 Bidder shall complete all the terms & conditions of this Bidding Document.
- 9.3 Bidder able to enclose the documents as per clause 7 of this bidding document.
- 9.4 Companies must be available on „List of Active Tax Payers“ of FBR (for Income Tax& GST) and SRB (For Sales Tax) websites.
- 9.5 Bidder must have at least one Full-Time Graduate Engineer of relevant field.
- 9.6 Financial Turn-over of the last three years showing the financial soundness of the bidder. Average yearly turn-over should not be less than **Rs. 50.000 Million**. Demonstrated through audited annual financial statements accounts/ income tax return form / details to be submitted.
- 9.7 List of at least 03 projects not less than 12 months period in the public sector either government /semi-government/autonomous bodies during the last 05 years providing similar nature of services of with proper evidences e.g. work order, agreement, performance certificate etc. If the ORIGINAL project is extended for more than 12 months or more then it would be considered a single project only. Extensions of project cannot be considered as a project
- 9.8 Bidders past experience for providing the repair and maintenance services of (**CHILLER PLANTS, COOLING TOWERS, VRF UNITS, AHUs, DX CONDENSING UNITS, FCUs & ALLIED EQUIPMENT**) to Original satisfactory performance certificate must be attached as an evidence.
- 9.9 Conformity with required terms and conditions of Scope of Work / Services / Technical Specification given inthe Tender Document.
- 9.10 The establishment of firm / company must be at least 03 years.
- 9.11 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.
- 9.12 One (1) original and One (1) copy OF Technical proposal should be submitted separately and clearly marking each “ORIGINAL BID” and “COPY OF BID.”

10. Validity of Bids: -

- 10.1 Bids shall remain valid for ninety (90) days w.e.f. date of opening of Technical Proposals. The bids without orless than Ninety (90) days validity will be rejected.

11. Alternate Bids: -

- 11.1 Alternate Bids shall NOT BE ALLOWED, if any bidder elects to submit alternative bid(s) / proposal(s), bothbids ORIGINAL and ALTERATIVE will be rejected straightaway.

12. Submission of Bids/Offers: -

- 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 the Director, (P&D), 5th Floor, Administration Block, Baba-e-Urdu Road DMC Campus near Civil Hospital, Dow University of Health Sciences Karachi up to **11:00 am. On 14-Sep, 2023**. The sealed bids/offers may also submit by mail, addressed to Director 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.

13. Opening of Bids: -

- 13.1 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.
- 13.2 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.

14. Evaluation of Bid: -

- 14.1 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 14.2 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.

15. Announcement of Bid Evaluation Report: -

- 15.1 Bids/Offers including Technical Proposal/Financial Proposals to be evaluated by the Committee constituted by the DUHS for the purpose.
- 15.2 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.

16. Award of Contract: -

- 16.1 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.
- 16.2 DUHS reserve rights to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010 (Amended upto date).

17. Signing of Contract: -

- 17.1 In case of award, the contractor shall sign the contract on appropriate stamp paper. All charges including ~~print~~of duty shall be borne by the Contractor.

18. Period of Contract: -

- 18.1 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.

19. Bid Security / Performance Guarantee: -

- 19.1 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.
- 19.2 The Bid Security of unsuccessful bidder shall be returned after award of contract or within one week of expiry of bid.
- 19.3 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.
- 19.4 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.
- 19.5 The Performance Security / Guarantee shall be forfeited, in case of bidder fails to provide the satisfactory services.
- 19.6 The Performance Security / Guarantee of the bidder shall be returned after expiry of contract period.

20 Commencement of Services: -

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

21 General Conditions: -

- 21.1 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).
- 21.2 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.
- 21.3 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.
- 21.4 Bidder will follow the disciplinary rules of the DUHS.
- 21.5 The DUHS reserves the right to increase / delete the number of **Chiller Plants and Allied Equipment** to be covered on the same rates and terms and condition of the Contract Agreement.
- 21.6 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.
- 21.7 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.
- 21.8 Bidder shall be responsible for remedying the defect(s) on the same date on which complaint was launched.
- 21.9 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.
- 21.10 Failure to supply required items / services within the specified schedule will invoke penalty as imposed by the competent authority of DUHS.
- 21.11 DUHS will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 21.12 The Bidder will provide the Quarterly Repair and Maintenance Report to the nominated person of DUHS.
- 21.13 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.
- 21.14 The Bids shall be evaluated in accordance with the specified evaluation / eligibility / qualification / responsiveness criteria and terms & conditions of the bidding document.
- 21.15 Bidding Documents shall take precedence, in case of discrepancies between the Invitation for Bids (IFB) / Notice Inviting Tender (NIT) and the Bidding Documents.
- 21.16 Bidder will depute the supervisors and other adequate staff for carrying out the desired services.
- 21.17 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.
- 21.18 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.

22 Payment: -

- 22.1 Payment shall be processed on quarterly (3 months) basis.
- 22.2 Due payment will be made after completion of each quarter.
- 22.3 The Service Provider required to submit the following documents along with bill:
- 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.

23 Redressal of Grievances by the Procuring Agency: -

- 23.1 Redressal of Grievances & settlement of dispute will be as per Rule 31 of SPPRA Rule-2010 (Amended upto date).

24 Cancelation of Contract: -

- 24.1 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.

25 Arbitration: -

- 25.1 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.

26 Applicable Laws: -

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

1. OJHA CAMPUS

Sr. No.	Description	Quantity	Unit	Monthly Rate per unit	Total Amount (PRs.)
01.	Monthly Operation, Repair, Maintenance and Services of Central HVAC System (Chillers, Cooling Towers, VFR units, DX Coils, AHUs, FCUs and allied equipment				
1.1	Water Cooled Screw Chiller (280 x 2 TR) included allied equipment at OT Complex Chiller Plant (560 Ton)	02	Nos.		
1.2	Air Cooled Reciprocating Chiller (150 x 1 TR) included allied equipment at Serology Venom Lab (150 Ton)	01	No.		
1.3	Water Cooled Screw Chiller (240 x 2 TR) included allied equipment at Serobiology Building (480 Ton)	02	Nos.		
1.4	Water Cooled Centrifugal Chiller (150 x 2 TR) included allied equipment at Trauma Center (300 Ton)	02	Nos.		
1.5	VRF System (168 TR, 4 Circuits) included allied equipment at DCOP New Building (168 Ton)	01	No.		
1.6	Air Cooled Scroll Chiller (44x 1 TR) & VRF System (15 x 1 TR) included allied equipment at Gamma Knife (44 + 15 Ton)	01	No.		
TOTAL MONTHLY AMOUNT INCLUSIVE OF ALL TAXES					
TOTAL YEARLY AMOUNT INCLUSIVE OF ALL TAXES (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/CONTRACTORS/CONSULTANTS.**

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ Consultant]** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[Procuring Agency]

[Supplier /Contractor/Consultant]

FORM OF CONTRACT
(Specimen purpose only)

THIS AGREEMENT made on this _____ day of _____ 2023 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 **Operation, Repair and Maintenance of Central HVAC System (Chiller Plants, Cooling Towers, VRF Units, AHUs, DX Condensing Units, FCUs and Allied Equipment (Ref: No. DUHS/W&S-NIT/122)**, therefore, invited bids through N.I.T No. DUHS/P&D/2023/11524 Dated 23 Aug, 2023.

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: _____