

DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI.



BIDDING DOCUMENT

**Single Stage – One Envelope Procedure
As per Rule 46 (1) of SPPR, 2010 (Amended upto date)**

**On FRAMEWORK CONTRACT Basis
According to the Rule 15 (B) of the SPP Rules, 2010 (Amended up to date)**

N.I.T No. DUHS/DP/2022/168 / 171 Dated 11 January, 2022

HIRING OF TRANSPORT SERVICES FOR RIVA WATER PLANT

(Ref. No. DUHS/DP/2022/168)

NOTICE INVITING TENDER (NIT)
No. DUHS/DP/2022/168 / 171 Dated 11th January, 2022

Dow University of Health Sciences (DUHS), Karachi is a Public Sector University invites following sealed bids from well-reputed Manufacturers or their authorized agents / Companies / Bidders available on 'List of Active Tax Payers' of FBR website for Income Tax (for Goods & Services) & GST (for Goods) besides SRB website (for Services).

Description of Tender	Reference No.
Hiring of Transport Services for RIVA Water Plant	No. DUHS/DP/2022/168
Procurement of PET Bottles / PC Bottles with Printed Labels	No. DUHS/DP/2022/169
Procurement of Medical Gases and Ancillary Services	No. DUHS/DP/2022/170
Procurement of Linen Articles	No. DUHS/DP/2022/171

Tender fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bidding procedure	Single Stage – One Envelope Procedure as per rule 46 sub rule 1 of SPP Rules 2010 (Amended upto date)
Bid security	Two (2%) percent of the total bid value.
Tender purchasing date	From the date of publishing to 31 January 2022
Deadline for submission of bids	01 February 2022 up to 11:00 Hrs.
Bid Opening Date & Time	01 February 2022 at 11:30 Hrs.

Bidding Document containing detailed terms & conditions can be obtained against non-refundable pay Order / Demand Draft of Rs. 2,000/- being tender fee in favour of Dow University of Health Sciences during office hours. No tender shall be sold on the date of opening of bid. Tender Notice and bidding documents are also available on the websites of Dow University of Health Sciences (www.duhs.edu.pk) and Sindh Public Procurement Regulatory Authority (<http://ppms.ppr.sindh.gov.pk>), in this situation, bidder is required to enclose Pay Order / Demand Draft of tender fee (Rs. 2000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing dates. DUHS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on the both websites, DUHS will not be responsible of any confusion or misunderstanding in this regard.

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.

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).

Address for Purchasing of bidding documents, submission and opening of bids:

Dow University of Health Sciences (Ojha Campus), 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

Director Procurement
Dow University of Health Sciences, Karachi



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

HIRING OF TRANSPORT SERVICES FOR RIVA WATER PLANT

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 offering MBBS and BDS undergraduate education, with a strong emphasis in the medical, biomedical sciences, public health, allied health sciences and business management programs. The University has one main campus, and another sub-campus located in the urban metropolitan city of Karachi, Sindh. The University has a school of Postgraduate studies, which offers postgraduate and doctoral programs in almost all academic disciplines relating to the biomedical and health sciences, including clinical diplomas in 13 specialties, Masters/MS /MPhil and Ph.D. programs in 32 different specialties, such as Master of Advanced Physiotherapy, Masters in Nursing, Master of Business Administration, with 18 specialties of the biomedical and basic sciences offered at the MPhil level, including MPhil in Biotechnology, Genetics, Microbiology, Pharmacology and Ph.D. programs in the health and allied sciences. Furthermore, the flagship MBBS program is offered through Dow International Medical College, catering to international students or overseas sponsored students. The CPSP has also accredited the institution for FCPS training in 29 different specialties. The University has 17 Schools/Colleges and Institutes, including 9 clinical entities, and 25 other non-academic, administrative departments.

2. Objective: -

- 2.1 The interested bidders will provide the vehicles with driver, fuel etc. for transportation of Riva Water Products from Riva Water Warehouse, Ojha Campus of Dow University of Health Sciences, Karachi (DUHS) to the routes and distribution sites all over Karachi (Annexure-A).

3. Scope of Work: -

- 3.1 The bidder shall produce documentary evidence of vehicles which should be in his own name or in the name of his firm or alternatively he shall furnish the valid agreement with the vehicle owners that the vehicle owner(s) shall place his/their vehicle at the disposal of the bidder for exclusive use of DUHS's transportation operations during the period of contract. It shall also be mentioned in the agreement between vehicle owner and bidder that transport owner shall not cancel the agreement during the currency of contract between bidder and DUHS on judicial stamp paper of PRs. 100/-.
- 3.2 Offered vehicles must be registered with Excise & Taxation Department.
- 3.3 The registration numbers of the vehicles along with proof of ownership shall be submitted with proposal. DUHS reserves the right to inspect the vehicles before final agreement is signed.
- 3.4 Vehicles must have updated fitness certificate, route permit, and tax certificate besides other mandatory registrations and documents.
- 3.5 Tracker must be installed in each of the vehicle with access of the tracking for the management of DUHS.
- 3.6 The bidder will follow the Motor Vehicle Rules and will not allow any person to drive without valid commercial driving license.

- 3.7 Bidder shall provide the roadworthy vehicles in very good condition with mileage less than 100,000 KMs, mechanically fit, container covered and well maintained neat & clean for transportation of Commodities to designated locations. DUHS reserves the right to refuse loading of vehicles which are not road worthy, have perforated tarpaulins or soiled with dust, dirt or other debris. Where bidder undertakes to ensure that Riva water products are protected and spoilage from fuel, grease and oil.
- 3.8 Container / Hood Room besides metal carrier / frame should be furnished from inside with stable base, with no rusting and welding spikes that could damage goods when loaded.
- 3.9 Each vehicle should have working fuel & mileage meters related for daily reading and noting purpose. Checklist of all puncture and maintenance tools, spare wheel and others should be ensured on daily basis.
- 3.10 The bidder will employ adequate drivers to transport Riva Water. The salary of the drivers shall be borne by the bidder as per the prevailing terms and conditions and rates of the Labour & Human Resource Department, Government of Sindh and Sindh Minimum Wages Act 2015. Drivers must be mentally and physically fit and have valid commercial driving license, local police clearance and should be presentable. The bidder shall be fully responsible of every act of his staff appointed on the vehicle.
- 3.11 Bidder will follow the disciplinary rules of the DUHS and operate the vehicles as per the schedule prescribe by the DUHS.
- 3.12 Commencement of operations in Riva water warehouse starts at 8 am sharp, so driver provided by the bidder, should reach office before 8 am every day including holidays (365 days).
- 3.13 Timings for distribution operations are from 8 a.m. to 8 p.m. on daily basis.
- 3.14 Bidder will make sure that vehicle will not use for illegal activities.
- 3.15 Any stock damage during transportation from point of loading to the final destination in case of, rough driving or due to the negligence of the driver the amount of damage shall be deducted from the bill of bidder.
- 3.16 In the event of robbery, theft or stock forcibly taken from a vehicle by armed men, or any other person with fire arms, the driver will report to area police.
- 3.17 In the event of any accident the bidder shall be responsible for payment of compensation for any loss or injury or damage cause to any person or party in accordance with the Government rules.
- 3.18 Penalty Clause: In case of non-operation of any vehicle due to mechanical failure, lack of spare parts or lack of the bidder's driver/employees to comply with the terms of this agreement and where such a delay eventually disrupts the daily operation and Riva water distribution cycle, The bidder will be allowed a maximum of 3 hours after 8 am in the morning to address the matter. In case the supply of that day halted due to any mechanical problem or driver non-presence, the payment of bidder for that day will be deducted.
- 3.19 In case of failure or breakdown the bidder will provide the alternate vehicle at his own risk and cost.
- 3.20 The defects when found / pointed-out by DUHS will be rectified by the bidder within reasonable time.
- 3.21 The bidder office must be equipped with telephone, to ensure efficient coordination and liaison with DUHS. Bidder must also ensure that he has contact with drivers over mobile phone.
- 3.22 Bidder undertakes to set up coordination and liaison at loading point i.e. Riva water plant while he must be in coordination for full day operation in order to resolve any route related problem/ issues.
- 3.23 The human resource engaged by the bidder for the execution of the contract shall not be considered or treated as the employees of DUHS. The bidder shall be liable to make payment of wages to the human resource engaged by him. DUHS shall not make any payments direct

to the human resource and the human resource shall not have any claim on DUHS in case of failure of the bidder in making their payments.

3.24 The bidder shall not engage any sub-contractor, assign, or transfer any of his contractual obligations to any other person, firm, organization except under approval of the Competent Authority of DUHS.

3.25 **Ply of Vehicles**

3.26.1 The monthly vehicle rental charges will include; vehicle rent, driver's salaries, operational cost, periodical maintenance & fuel / lubricants / all filters cost, repair & maintenance cost of vehicle, other miscellaneous / incidental costs, road challans, puncture and other field related vehicle expenses including all Government taxes (Federal/Provincial/Local).

3.26.2 Any increase in rates of POL / Diesel / CNG etc. during the validity period of the contract, including the extended period, shall not be considered for enhancement of the rates already quoted by the contract, approved by the DUHS and no request in this behalf will be entertained. The DUHS will not bear any responsibility in this respect.

3.26.3 The agreed rental charges shall not be increased in any circumstances during currency of the contract.

3.27 The bidders should be very clear in their minds that under no circumstances whatsoever, the rates once approved and the acceptance thereof communicated to them shall be reviewed or enhanced upward all during the validity and currency of the contract including the extended period. No application, petition, or appeal in this regard shall be entertained and considered by the procuring agency. The past practice or precedent, if any, shall be no ground or basis for the enhancement of rates. The procuring agency shall enforce this condition in letter and spirit.

3.28 If a bidder is found involved in misconduct, misappropriation, fraud, cheating, theft and defalcation during the currency of the contract, he will be blacklisted, contract terminated and the amount of the security deposit shall stand forfeited in favour of DUHS.

3.29 In case of misconduct or violation of any of the terms and conditions of the bidder, the DUHS after having satisfied himself, may blacklist the bidder.

3.30 The tender of a bidder whose performance as a Contractor has not remained satisfactory in the past may be rejected.

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 31 January, 2022**. 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 – One Envelope Procedure in accordance with sub rule 1 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended upto date).

5.2 On FRAMEWORK CONTRACT Basis according to the Rule 15 (B) of the SPP Rules, 2010 (Amended up to date)

6 Instructions to the Bidders: -

- 6.1 Bidder must read all the contents of NIT / IFB 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 Security in required shape and value shall be attached with the offer.
- 6.4 There should not be any over-writing, double writing, crossed, additional conditions.
- 6.5 Rates are to be quoted clearly in digits as well as in words.
- 6.6 Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
- 6.7 Bids shall be submitted in accordance with Single stage – One Envelope Procedure.
- 6.8 Bidder shall examine the Bid Evaluation / Qualification Criteria and insert appropriate document in the Proposal accordingly.
- 6.9 Envelope shall be addressed to the Procuring agency at the given address and bear the Notice Inviting Tender (NIT) / Invitation for Bids (IFB) title and its number, and a statement: “DO NOT OPEN BEFORE,” to be completed with the scheduled time and the date.
- 6.10 Joint Venture Bids, 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.
- 6.11 **Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.**
- 6.12 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.

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 Copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate(s);
 - 7.1.5 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 **Transport Services** 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 The bidder must have requisite trade and other licenses (if applicable) to do the business for which the bid is being made.
 - 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 Bid Security of required amount and form.
- 7.4 Bid form(s)/Price Schedule duly filled in all respect clearly quote the price.
- 7.5 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.

- 7.6 Valid documentary evidence in support of evaluation and qualification criteria.
- 8 Eligibility Criteria:** Bidder which meets the following **eligibility criteria** 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) and SRB (For Sales Tax) websites.
- 8.4 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 Hrs. on 1st February, 2022**. 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 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.
- 13 Evaluation of Bids:** -
- 13.1 Bids/Offers/Proposals to be evaluated by the Committee constituted by the DUHS for the purpose.
- 13.2 The Committee may seeks 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/Offers 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 Following factors / criteria will be applied for technical evaluation of the proposals. If bidder was unable to meet the even one of the following factor / criteria requirements, his bid shall be disqualified.
- 13.4.3 Documentary evidence must be attached in support of your claim.
- 13.4.4 Only those Financial Proposals shall be considered which were technically qualified against the following factors / criteria by the Committee.

S#	Qualification Criteria / Mandatory Requirements	Yes	No
1.	Compliance to the Scope of work and vehicle requirements of the procuring agency		
2.	Technical Proposal on Bidder's Letterhead		
3.	Copy of CNIC of signatory of the Bid Forms		
4.	Complete Bidding Document, duly signed and stamped on its each/ every page as acceptance of all terms & conditions		
5.	Compliance to bid validity period		
6.	Compliance to payment terms and conditions		
7.	Valid Sales Tax (SST-SRB) Registration with Active Tax Payer Status on SRB website.		
8.	Valid Income Tax (FBR) Registration with Active Tax Payer Status on FBR website		
9.	Professional Tax Certificate for the year 2021-22		
10.	The bidder shall produce documentary evidence of at least 04 vehicles of Mazda Titan or equivalent, which should be in his own name or in the name of his firm or alternatively he shall furnish the valid agreement with the vehicle owners that the vehicle owner(s) shall place his/their vehicle at the disposal of the bidder for exclusive use of DUHS's transportation operations during the period of contract.		
11.	Original Tender Purchase Receipt / Pay Order of Tender Fee		
12.	Affidavit on stamp paper of Rs. 100/- duly notarized to the effect that: <ul style="list-style-type: none"> i. The bidder is neither blacklisted nor suspended by any National/International, including Provincial and Federal Govt. ii. Any director or owner of the bidding company is not awarded any punishment from any Court of Law. iii. 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. 		
13.	The Bid Form / Price Schedule on Bidder's Letterhead duly signed and stamped by the bidder.		
14.	Prescribed Bid Security		
15.	List of present clients to whom bidder is providing the Transport Services with name of contact person, cell / telephone number and address.		
16.	At least 3 Certificate from existing clients stating satisfactory performance of the bidder.		
17.	Bidder's past experience – Ongoing or completed 03 contracts of minimum period of 12 months to any Public or Private Sector Organization during the last 3 years. (Valid documentary evidence must be attached)		
18.	Bidder's Average Annual Turnover of last three (03) financial years must be Rs. 20 million or above.		

S#	Qualification Criteria / Mandatory Requirements	Yes	No
	(Income Tax Return for last 3 years must be attached as supporting documents)		

13.5 **Financial Proposal Evaluation:**

- 13.5.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be eligible for Financial Proposal(s).
- 13.5.2 Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 13.5.3 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.
- 15.2 DUHS reserve rights to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010 (Amended upto date).

16 **Signing of Contract: -**

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

17 **Period of Contract: -**

- 17.1 Initially contract shall be signed for a period of 12 months (01 year), however, contract can be extended with mutual consent for a period of further six months or till the finalization of new tender. 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 / decrease or delete the quantities of goods / services at the time of award of contract and also reserves the right to enhance the quantity of goods / services without any change in unit price or other terms and conditions at any time during contract period.

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 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.

20.13 The Bids shall be evaluated in accordance with the specified evaluation / eligibility / qualification / responsiveness criteria and terms & conditions of the bidding document.

20.14 Bidding Documents shall take precedence, in case of discrepancies between the Invitation for Bids (IFB) / Notice Inviting Tender (NIT) and the Bidding Documents.

20.15 Bidder will depute the adequate staff for carrying out the desired services.

20.16 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.

20.17 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 monthly basis.
- 21.2 Due payment will be made after completion of each month within 60 days of submission of invoice with all the required documents.
- 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. Monthly statement of kilometer issued by the concerned tracker company.
 - iii. Invoice with covering letter, both duly signed and stamped by authorized officer.
 - iv. Copy of the Signed Contract.
 - v. Original satisfactory performance certificate issued by the competent person of the relevant site.
 - vi. Copy of any/all correspondence made with DUHS or any other agency / person / organization during the billing month.
 - vii. Evidence / support of all claims in bills.
 - viii. 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 **Termination / Cancellation of Contract: -**
- 23.1 If the contractor fails to provide the satisfactory services, the DUHS shall be entitled at his option to terminate / 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)

S#	Description of Vehicles	No. of Vehicles Required	Rate per Kilometer (KM)	Estimated Monthly Quantity(KM)	Total Monthly Amount
1.	Mazda Titan or equivalent 3000 - 3500 cc Minimum capacity of 250 bottles of 19 liters standard bottle with the metal body container cover / hood of the (L13' x W5.5' x H5.5') dimensions. (For details refer Annexure – A)	03 Nos.		6,000 Kilometer for 3 vehicles	
2.	Mazda Titan or equivalent 3000 - 3500 cc For narrow street areas with carrying capacity of 180 bottles of 19 liters with the metal body container cover / hood of the (L12' x W5' x H5') dimensions. (For details refer Annexure – A)	01 No.		1,000 Kilometer for 1 vehicle	
Total Monthly Amount in Pak Rs. including all Taxes					
Total Yearly Amount (12 Months) un Pak Rs. including all Taxes					
Amount in words (Rupees _____ only)					

Note:

Payment shall be made according to the monthly statement of kilometer issued by the concerned tracker company.

Signature: _____

Name: _____

C.N.I.C : _____

Designation: _____

Company Name: _____

Address: _____

Contact No.: _____

E-mail Address: _____

Integrity Pact

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 the ____ day of _____ 2022 between *Dow University of Health Sciences, Karachi of Islamic Republic of Pakistan* (hereinafter called “the Procuring Agency”) of the one part and _____ ***[Name of Bidder]*** of _____ ***[city and country of Bidder]*** (hereinafter called “the Bidder”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

Signed/Sealed by Procuring Agency

ANNEXURE - A

Vehicle NO	VEHICLE MODEL	ROUTE NO	ROUTE NAME (AREAS COVERAGE)	DAY	KM (Approx.)	FUEL IN LTR. (Approx.)	Bottles Capacity (Approx.)	Bottle Coverage (Approx.)
VEHICLE: 01	TITAN/MAZDA	R-1	DHA PHASE: 2,4,5,6,8	MONDAY	100	23	250	200
		R-11	CLIFTON, CANT STATION AREA, KORANGI	TUESDAY	110	25	250	200
		R-3	SADDAR, CIVIL HOSPITAL	WEDNESDAY	65	15	230	200
		R-17	NORTH KARACHI, GULZARE HIJRI,	THURSDAY	60	14	230	200
		R-12	JOHAR BLOCK 16 TO 20	FRIDAY	55	13	230	200
			Contingency Supply	SATURDAY	50	11		150
VEHICLE: 02	TITAN/MAZDA	R-2	PECHS BLOCK 2 TO 6, TARIQ ROAD	MONDAY	60	14	230	190
		R-13	F.B AREA FC ARE, AZIZ ABAD, MARTEN QUARTERZ,	TUESDAY	70	16	230	200
		R-5	GULSHAN BLOCK 8 TO 12, 14 TO 19	WEDNESDAY	60	14	230	200
		R-6	JOHAR BLOCK 1 TO 12,	THURSDAY	55	13	230	200
		R-16	JOHAR BLOCK 13 TO 15,	FRIDAY	55	13	230	200
		R-9	SCHEME- 33 (SAFORA, RIZVIA SOCIETY)	SATURDAY	50	12	200	150
VEHICLE: 03	TITAN/MAZDA	R-19	PECHS 2 (BLOCK-6, SMCHS, MEHMOODABAD, SHAHRAH E FAISAL	MONDAY	75	18	200	190
		R-15	GARDEN, JAMSHED ROAD, JAIL ROAD	TUESDAY	65	15	200	190
		R-4	NAZIMABAD, SITE AREA , BOARD OFFICE	WEDNESDAY	65	15	250	200
		R-10	GULSHAN BLOCK 1 TO 7 & 13	THURSDAY	45	10	230	200
		R-14	MALIR, QUAIDABAD, SHAH FAISAL, TARIQ BIN ZIYAD	FRIDAY	80	19	230	200
		R-9	SCHEME- 33 (MAKHDOOM BILAWAL, SACHAL GOTH, KANEEZ FATIMA)	SATURDAY	50	12	200	150
VEHICLE: 04	TITAN/MAZDA	R-7	MEMON NAGAR, CHAPPEL, SOHNI CHALLET	MONDAY	45	10	250	230
		R-7	ASKARI IV, GULSHAN E JAMAL	TUESDAY	80	18	250	230
		R-7	BAHADURABAD, SHAHRAH E FAISAL	WEDNESDAY	65	15	250	230
		R-7	Scheme 33 (MUSLIM SOCIETY, JOHAR COMPLEX)	THURSDAY	50	18	250	230
		R-7	NORTH NAZIMABAD	FRIDAY	100	16	250	230
		R-7	GULSHAN HADEED/METROVIL	SATURDAY	100	23	250	200