

BIDDING DOCUMENT

Single Stage - Two Envelope Bidding Procedure

PROCUREMENT OF SERVICES FOR CONVOCATION 2018

N.I.T No. DUHS/DP/2018/- 62 Dated 22 October 2018



Dow University of Health Sciences

PROCUREMENT OF SERVICES FOR CONVOCATION 2018 NIT No. DUHS/DP/2018/62 Dated 22 October 2018

SCOPE OF WORK

Dow University of Health Sciences (DUHS), Karachi intends to avail services / works / items of high standard meeting our prime and basic specifications from the eligible Firms / Event Managers / Organizers to provide the "Services for Convocation 2018".

DUHS expects that aspirant Service Providers should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting documents according to the requirement.

TERMS & CONDITIONS

- 1) Bids should be submitted in accordance with SPPRA Rules 46 (2) Single Stage Two Envelope Procedure.
 - (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - (b) Envelopes shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
 - (c) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
 - (d) Envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
 - (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
 - (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
 - (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
 - (j) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.
- 2) The technical bid should contain all the relevant information and desired enclosures in the prescribed format. The financial Bid should contain only

Financial Proposal. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.

- 3) The committee in the presence of the bidders or their authorized representatives, who may like to be present, will open the bids publicly at the prescribed time, date and venue.
- 4) The Contracts concluded as a result of this Tender Inquiry shall be governed by the "Terms & Conditions" and other relevant instructions as contained in this Bidding Document.
- 5) Bids qualified by such vague and indefinite expression such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.
- 6) The Bids shall be evaluated in accordance with the specified evaluation / qualification criteria and terms & conditions of the bidding document.
- At any time prior to date of submission of bids, DUHS may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on website of the university (www.dush.edu.pk). In order to provide reasonable time to take the amendment into account by the bidder in preparing their bid, DUHS may or may not, at his discretion, extend the date and time for submission of tenders.
- 8) In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.
- 9) Any Bid not received as per terms and conditions of the Bid Document is liable to be ignored. Offer shall not be considered if:
 - i. Bid received without original bid document purchase receipt.
 - ii. Bid received without prescribed Bid Security.
 - iii. Bid received after the time and date fixed for the bid opening.
 - iv. Unsigned Bid.
 - v. Ambiguous Bid.
 - vi. Conditional Bid.
 - vii. Bid from a firm blacklisted, suspended or removed from the approved list.
 - viii. Bid through telegram.
 - ix. Bid with shorter bid validity period.
 - x. Bid not conforming to the technical requirements.
- 10) The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.
- 11) Language of the Bid: The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in

English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

- 12) **Sealing and Marking of Bids:** The bidder shall seal the Technical and Financial Bids in separate envelopes and keep them in a bigger sealed Envelope. The envelope shall:
 - (a) Bear the name and address of the Bidder;
 - (b) Bear the specific identification Name and Number of this bidding process indicated in the Bid Data Sheet; and
 - (c) Bear the purchaser's name and address i.e. 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 and a statement: "DO NOT OPEN BEFORE," the time and date specified in the Bid Data Sheet.
 - (d) If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

13) Technical Proposal should have the following documents:

- i. Original bid document purchase receipt else the bids will be rejected. For alternate offer a separate Original bid document purchase receipt of Tender Fee amounting to Rs. 2,000/- (Non-Refundable) shall be submitted, otherwise both Proposals will be ignored.
- ii. Complete Profile of the Bidder with legal status, organization structure and nature of business.
- iii. Income Tax Certificate
- iv. GST / SST Registration Certificate (if applicable)
- v. Undertaking on 100/- stamp paper (Sample attached)
- vi. Photocopy of Pay Order / Demand Draft of Bid Security should be attached after hiding the amount in figure and words of the Pay Order / Demand Draft, otherwise the bid will not be considered.
- vii. Copy of the Price Schedule without showing the rates.
- viii. Complete Profile of the Bidder with legal status, organization structure and nature of business.
- ix. Valid License for the relevant business (if applicable)
- x. Documentary evidence in support of evaluation and qualification criteria.

14) Financial Proposals should have the following documents:

- i. Original Pay Order / Demand Draft of Bid Security.
- ii. Original Financial Bid / Proposals with Quoted price and prescribed certificate. The offer should be in Pak Rupees (as per attached price schedule) including all the taxes.
- All rules, regulations and policies will be governed in accordance to the Sindh Public Procurement Regulatory Authority (SPPRA) and Dow University of Health Sciences (DUHS), Karachi.
- Bid Validity: Bids shall remain valid for 90 days from the date of its opening. The bid validity date may be extendable in terms of Rule 38(2)(3)(4) of

- SPPRA Rules 2010 (Amended till date). A bid valid for a shorter period shall be treated as non-responsive and rejected.
- 17) No quoting firm will be allowed to withdraw its offer during the bid validity period.
- 18) Late bids, due to any reason what-so-ever, shall not be considered and returned unopened to the bidder or his authorized representative.
- 19) The bidder must be registered with GST / SST (if applicable) and Income Tax Departments otherwise their offer will not be considered and rejected straightaway.
- 20) The tender must be free from erasing, cutting and over writing. In case of erasing, cutting and over writing, authorized person should initial and stamped it, else the offer will not be entertained.
- 21) If there is no mention of taxes, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes during the contract period shall be passed on to the Procuring Agency.
- 22) Conditional bids against the Govt. Rules / policy and without bid security will not be considered / entertained / accepted.
- 23) The Bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
- 24) DUHS will evaluate and compare the bids on the Group / Package Basis (All the Items of the Group / Package-A) exclusively. Bids submitted on itemized basis will not be considered and rejected straightaway.
- 25) The Bidder shall pay the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.
- General Sales Tax / Sindh Sales Tax will be paid on applicable items only by the company / firm / agency.
- 27) Required documents shall be submitted, if the bidder / Supplier will claim Tax exemption facility regarding non deduction of Advance Income Tax.
- 28) Related work may be alter, remove, added or deleted to scope if considered essential to complete related task assigned.
- 29) 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.
- 30) The bidder shall furnish a bid security / earnest money equivalent to 5% of the total value of bid in the form of a Call Deposit / Bank Draft / Pay Order issued by a scheduled bank of Pakistan, in favour of the Dow University of Health Sciences, Karachi. Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the DUHS as non-responsive.
- 31) The bid securities / earnest money submitted by unsuccessful bidder shall be returned to them without any interest whatsoever, after conclusion of the contract with successful bidder or on expiry of validity of bid security whichever is earlier.
- 32) The bid security of the successful bidder will be returned only when the bidder furnish the required Performance Security and signed relevant contract agreement.

- The Bid Security / Performance Security is liable to be forfeited and acquire the services at bidder's risk and expenses in case;
 - a. The acceptance of bid issued during the validity period of the offer is not accepted by the bidder.
 - b. The offer is withdrawn, amended or revised during the validity period of the offer.
 - c. The contractor fails to execute the contract strictly in accordance with the terms and conditions laid down in the contract.
 - d. The contractor delays the services.
 - e. The contractor refuses to provide the services after receiving Acceptance or signing of Contract in accordance with the terms & conditions laid down in the Contract.
- Procuring agency shall not be responsible for the expenses to be incurred on maintenance of equipment / Ancillaries (if any).
- 35) Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt and prescribed Bid Security for each alternate offer in case they want to submit alternate offer. All the bids with alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security shall not be considered and both bids, original and alternate will be rejected.

36) **Bid Prices:**

- i. The bids shall be quoted in Pak Rupees.
- ii. The bids should be inclusive of all applicable taxes to Federal & Provincial Govt. or local bodies and will be deducted from the bill of the bidder / contractor.
- iii. The Bidder shall quote the price on the given Price Schedule, and shall sign the certificate given therein to the effect that the services shall be provided exactly in accordance with the requirements of the procuring agency. In case there is any deviation, it should be clearly stated by the Bidder separately, describing deviation from Specifications, otherwise it would be presumed that offer is strictly in accordance with the requirement and specifications.
- iv. Bidder should quote their firm and fixed rates for the entire period of the contract. Bids of the firms received with prices quoted on variable basis shall be rejected straightaway.
- v. The quoted rates once offered by the bidder will not be changed during the contract period.

37) Technical Evaluation of Bids

- a) Purchaser shall evaluate the technical bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b) Prior to the financial evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- c) A bid determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.
- d) The Technical evaluation carried out by the Committee will be final.

38) Financial Evaluations and Comparison of Substantially Technical Responsive Bids

- a. The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of unsuccessful bidders would not be opened and returned un-opened.
- b. Arithmetical errors will be rectified on the basis, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- c. The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 39) 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.
- 40) The Bidder shall not assign, in whole or in part, its obligations to perform to another party under this Contract, except with the Purchaser's prior written consent.
- 41) The firm must be a valid license holder for the relevant business (if applicable).
- 42) The DUHS reserves the right to purchase full or part of the services or ignore / scrap / cancel the tender as per relevant rules of SPPRA-2010 (Amended upto date).
- 43) Any conditional, ambiguous or incomplete offer in any respect shall be ignored. No supplementary or revised offer after the opening of bids shall be entertained.
- The bidder shall have to accept any further conditions introduced by the Government during the period of contract.
- 45) The Bidder should not be blacklisted in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization. The Bidder will be debarred from the bidding process for submitting a false statement.
- Payment of the bills will be subject to the deduction of mandatory government taxes/levies.

- 47) Bidder shall comply with all Pakistani Laws, other, permits, codes and regulation applicable to the bidder's performance of services.
- 48) The procuring agency may reject all bids or proposal at any time prior to the acceptance of a bid or proposal. The procuring agency upon request communicate to any supplier or contract who submitted a bid or proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds.
- 49) In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
- All documents should be submitted duly paginated / flagged and the detailed of the documents should also be mentioned in front of the Index.

NOTICE INVITING TENDER (NIT)

No. DUHS/DP/2018/- 62 Dated 22 October 2018

Dow University of Health Sciences (DUHS), Karachi invites bids from well reputed **Firms / Event Managers / Organizers**, registered with Sindh Sales Tax & Income Tax Departments for procurement of Services for Convocation 2018 on Group / complete package basis.

Tender Fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bid Security	5% of the total bid value.
Purchasing Date & Time	23 October 2018 to 07 November 2018
Bids Delivery Date & Time	08 November 2018 up to 11:00 a.m.
Bid Opening Date & Time	08 November 2018 at 11:30 a.m.
	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.

Bidding document may be purchased by interested bidders on the submission of Income Tax and SST Certificates along with a written application to the address below and upon payment of a non-refundable fee i.e. Rs. 2,000/- (Rupees two thousand only) in shape of Pay Order / Demand Draft in favor of Dow University of Health Sciences. Bidding Documents are also available at DUHS and SPPRA websites.

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 upto date).

Director Procurement
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

BID DATA SHEET

The following specific data for the goods / services to be procured shall complement, supplement, or amend the provisions in the Terms and Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in Terms and Conditions.

Name of Procuring Agency:	Dow University of Health Sciences, Karachi.			
Name of Contract:	Procurement of Services for Convocation 2018			
Bidding Procedure	Bids shall be accepted under the Single Stage -			
	Two Envelope Procedure.			
Language of Bid	Language of the bid shall be English			
Bid Price	The price quoted shall be in Pakistani Rupees.			
Bid Security	The Bid Security shall not be less than 5% of the			
	total Bid price from any scheduled banks in			
	Pakistan in shape of Pay Order / Demand Draft.			
Bid Validity	Bid validity period shall be 90 days .			
Alternate Bids	Bidders shall purchase separate tender documents			
	and furnish original Tender Purchase Receipt and			
	prescribed Bid Security for each alternate offer in			
	case they want to submit alternate offer. All the			
	bids with alternate offers without separate Tender			
	Purchase Receipt (original) and prescribed Bid			
	Security shall not be considered and both bids,			
	original and alternate will be rejected.			
Identification of bidding process	Procurement of Services for Convocation 2018			
	No. DUHS/DP/2018/- 62 Dated 22-10-2018			
Place of submission of Bids	Dow University of Health Sciences (Ojha			
	Campus), Procurement Directorate, Library			
	Building, SUPARCO Road, off Main University			
	Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.			
Deadline for Bid Submission	08 November 2018 upto 11:00 a.m.			
Place, Date and time of Bid opening	Place: Dow University of Health Sciences (Ojha			
	Campus), Procurement Directorate, Library			
	Building, SUPARCO Road, off Main University			
	Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.			
	Date: 08 November 2018 at 11:00 a.m.			
	Time: 11:30 a.m.			
Performance Security	The successful Bidder shall furnish the			
	Performance Security equivalent to 5% of the			
	total Contract amount from any scheduled banks			
	in Pakistan in shape of Pay Order / Demand Draft.			

SPECIAL CONDITIONS

- 1. **Manner of Submission of Tender:** Bids should be submitted in accordance with SPPRA Rules 46 (2) Single Stage Two Envelope Procedure. viz 1) Technical Bid & 2) Financial Bid. The bidders should ensure that the Technical bid complete in all respect and containing the required enclosures is sealed in a separate envelop and the financial bid sealed in a separate envelop & both the sealed envelopes are kept and sealed in a suitable size of envelop. All envelop will be address to 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. The Sealed Technical bid Envelop of all bidders will be opened first. Financial bids / proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance
- 2. **Language:** The language of the Tender shall be in English.
- 3. The firm / agency must have requisite trade and other licenses (if applicable) to do the business for which the bid is being made.
- 4. Place of event will be Dow University of Health Sciences at Ojha Campus unless otherwise informed accordingly.
- 5. **Bid Security:** Each Tender must be accompanied with "Bid Security" in the form of Call Deposit / Bank Draft / Pay Order in favour of Dow University of Health Sciences, Karachi equivalent to 5% of the total bid amount.

6. Forfeiture of Bid Security

- a) If the Bidders withdraw their Bids after opening of the same or the successful bidders withdraw their Bids after approval of their rates.
- b) If the successful bidders fails to provide or refuse services either partial or total offer (Acceptance) made by DUHS.

7. **Return of Bid Security**

- **a)** After finalization of the Tender, the Bid Security will be returned back to the unsuccessful bidders.
- b) On receipt of Performance Security and signing of contract agreement, the Bid Security will be returned back to the successful Bidder.
- 8. **Deposition of Performance Security:** The successful bidders must deposit the requisite amount of Performance Security equivalent to **5% of the total bid amount** within the stipulated date specified in the acceptance letter in the form of Call Deposit / Bank Draft / Pay Order / Bank Guarantee issued by a scheduled bank of Pakistan, in favour of the Dow University of Health Sciences, Karachi. The Performance Security submitted should be valid for 28

days beyond the contract expiry period. No interest will be paid on Performance Security / Bid Security.

10. Forfeiture of Performance Security

- a) In the event of failure to provide services as per Contract Agreement / Work Order within the stipulated period, the security deposit may be forfeited.
- b) In that event, supply of the said services may be taken from the next lowest bidder vide the same Work Order at contractors risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
- c) If any equipment/ instrument is damaged by the approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.
- 11. **Refund of Performance Security:** After successful completion of services in contractual period, performance security will be refunded within the six months if not extended for further period.

12. Submission of the Tender:

- a) Bidder at their own cost shall have to submit Tender at the 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 up to the schedule date and time.
- b) The sealed bids will be opened by the Procurement Committee in presence of the Bidders or representative of the Bidders who may be present on the scheduled opening date & time.
- 13. **Rates:** Rates should be clearly quoted in both in figures and words in respect of each item. Rate should be quoted inclusive of all Taxes and Levies. All corrections must be initialed.
- 14. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of absence of any partners, it must be signed on his behalf by a person holding "Power of Attorney" authorizing him to do so. Such "Power of Attorney" is to be produced with the Tender and in the case of the firm, carried on by one member of Joint Venture / Family, it must be disclosed that the firm is duly registered under the 'Partnership Act'.
- 15. Tender Form / Document with all the relevant papers in details shall be essential part of the Tender.
- 16. Before submission of the Tender, the bidder shall sign each page of his Tender and all of its relevant papers with date. The additional alternative and or subtractive clause (if any) shall also to be signed by the bidder.
- 17. **Commencement of Work:** The bidder is required to commence the work at the time and date as mentioned in the contract award. In the event of failure

DUHS has the full right for any penalty / and other action in the matter and its decision will be final.

- 18. Schedule of work and time-line will be framed with mutual consultation of the concerned Department and the Service Provider. However, the Service Provider is liable to abide and strictly adhere to the Schedule of Work and Time Line to be provided by the DUHS.
- 19. The quality of Convocation must be of prime quality. Material e.g. tent, marquee, crockery, edible items & ancillary articles / services must be of high quality.
- 20. Physical inspection will be carried out by DUHS authority. Ordered material is subject to final inspection at the time of delivery.
- 21. All items / goods must meet in all respects with the specs & conditions of the Order and must be in good condition otherwise they will be liable to reject.
- 22. All the items must be delivered at site of the DUHS who will sign the receipt with stamp on delivery note.
- 23. DUHS reserve the right to cancel any or all the items if material is not in accordance with our specification or if the delivery is delayed.
- 24. That upon termination of this agreement the service provider shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time.
- 25. Advance Payment subject to Bank Guarantee issued by schedule bank preferably National Bank of Pakistan.
- 26. The liquidated damage shall be 0.5% per week or part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the purchaser shall rescind the contract, without prejudice to other courses of action and remedies open to it.
- 27. If supplied goods and services are declared sub-standard the bidder will be bound to replace the goods and improve the service standard.

28. PURCHASER'S RIGHT TO VERY QUANTITIES

The Procuring Agency reserves the right to increase or decrease the quantity of stores / services originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

29. PURCHASER'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS:

The Procurement Committee reserves the right to approve / drop any item or scrap / cancel the tender as per relevant rules of SPPRA-2010 (Amended till date).

30. **BID EVALUATION:**

Bids will be evaluated on "Group / Package Basis" in accordance with the attached Technical Evaluation / Qualification Criteria. Itemized bids will not be considered and rejected.

The Technical evaluation carried out by the Committee will be final. Bidder offering lowest evaluated responsive bid will be awarded the contract.

18. NOTIFICATION OF AWARD OF CONTRACT

Prior to expiration of the bid validity period, the purchaser will notify the successful bidder in writing about the acceptance of the offer delivery by hand or by registered letter or by Courier. The notification of award will constitute the formation of the contract.

19. AWARD OF CONTRACT & CONTRACT AGREEMENT

Subject to the fulfillment of all codal formalities, the purchaser will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. Purchaser and Bidder will sign the Contract Agreement on the stamp paper with stamp duties as per prevailing Govt. Rules. The expenditure involved on the said contract agreement will be borne by the bidder.

20. REDRESSAL:

Redressal of Grievances & settlement of dispute will be as per SPPRA Rule-2010 (till date).

21. ARBITRATION:

In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the DUHS and CEO of the company / firm / agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties

31. **APPLICABLE LAWS:**

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

UNDERTAKING

(on Rs. 100/- Non Judicial Stamp Paper)

- 1. I / we read / understand the conditions specified in the tender inquiry and undertake:
- 2. That I / we will remain bound to supply any item as an additional quantity at the same rate on which said item 1/ we have supplied during the contract period.
- 3. That I / we agree whether our bid accepted for total, partial or enhanced quantity for all or any single item.
- 4. I / we also agree to supply and accept the said item at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
- 5. I / we undertake that, if any of the information submitted in accordance to this tender inquiry found incorrect, our contract may be cancelled at any stage on our cost and risk.
- 6. I / we undertake that, 1/ we have never been black listed in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization.
- 7. I / we undertake that, 1/ we have never been involved in any litigation in the past with the Government (Federal or Provincial), a local body or a public sector organization.

TERMS AND CONDITIONS ACCEPTANCE CERTIFICATE

8.

WITNESS

1)

2)

I / wo M/c	is
I / we, M/s	
	ve carefully read all terms and conditions of the
bidding document and also ag	greed to abide SPPR-2010 Rules for procurement
of goods / Services for Convo	cation 2018 during the validity of the tender.
Signature of Bidder:	
Name of Authorized person:	
C.N.I.C:	
Designation:	
Company Name:	
Seal & Address:	
Contact No.:	
E-mail Address:	

Name: ______ Signature: _____

Name: _____ Signature: ____

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TECHNICAL EVALUATION / QUALIFICATION CRITERIA

- 1. The Bids will be evaluated on Group/ Package Basis exclusively.
- 2. **Merit Point System:** The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.
- 3. Total Points are 100 for Technical Proposal Evaluation, bidders achieving minimum 70 Points will be considered only for further process. Documentary evidence must be attached in support of your claim. Bidders who secured less than 70% will be categorically disqualified for further process.

S#	Evaluation Parameters/Sub-parameters	Maximum Points	Bidder Response	Point Score
Α.	TECHNICAL CAPABILITIES / EXPERIENCE	Max. 55		
1.	Year of Establishment	Max. 5		
1.1	Established during 2015-2017	01		
1.2	Established during 2011-2015	03		
1.3	Established during 2010 or early	05		
2.	Prior Similar Experience	Max. 20		
	Bidder's prior similar experience (Convocation			
	Services, not less than 1000 participants) during the			
	last three years in Public and Private Sector			
	Universities.			
2.2	02 to 03 Purchase Orders	10		
2.3	04 to 06 Purchase Orders	20		
3.	Clientele in the Region	Max. 15		
	Provision of clientele details in tabular form against			
	selected response must be comprised of the following.			
	1. Name & Location of Project			
	2. Client Name / End User			
	3. Scope of Work / Specifications			
	4. Year			
	5. Total Order Value (PKR).			
3.1	10 – 25 Nos. clientele during the last five years	05		
3.2	26 – 50 Nos. clientele in last five years	10		
3.3	51 – 75 Nos. clientele in last five years	15		
4.	Client Satisfactory Performance Certificates	Max.15		
4.1	Provision of Client Satisfactory Performance	15		
	Certificate for the period of last 05 years. (03 points for			
_	each certificate).			
B	FINANCIAL INFORMATION OF BIDDER	Max.40		
5.	Average Annual Turnover during the last 03 years	Max. 15		
5.1	Turn over above 10 million	05		
5.2	Turn over above 15 million	10		
5.3	Turn over above 20 million	15		
6.	Provision of Financial statements and Income Tax Returns for last 3 years.	Max. 20		
6.1	Audited Statement of Accounts (5 Points for each year)	10		
6.2	Provision of copy of Income Tax Return Forms	10		

S#	Evaluation Parameters/Sub-parameters	Maximum	Bidder	Point
		Points	Response	Score
	(5 Points for each year).			
7.	Provision of details of principal bankers.	Max. 5		
7.1	Please provide full name & address of your principal	5		
	banker along with letter for confirmation that DUHS			
	can approach your bankers for financial references.			
C	COMPLIANCE OF INSTRUCTION TO BIDDER	Max. 5		
8.1	Bidder compliance with reference to all clauses	5		
	mentioned in Instruction to Bidder of this tender			
	document and provision of all requisite information in			
	an appropriate / correct manner.			
8.2	Non-Conformance/non provision of information.	Disqualify		

FINANCIAL PROPOSAL (PRICE SCHEDULE)

GROUP / PACKAGE – A COMPLETE VENUE SETUP FOR CONVOCATON 2018 FOR 5,200 GUESTS

S#	Description	Qty.	Rate (PRs.)	Amount (PRs.)
Α.	Full Setup should be ready <u>2 DAYS BEFORE</u>			
	Convocation Ceremony at 9 a.m. (for rehearsals)			
1.	Frill Marquee with wall panels to cover entire	1 Setup		
	Convocation Pandal.	For 5200		
	Tent Pole Cover, frill Marquee should be of the same	guests		
	color			
	Foyer area with wall paneling.			
	Main Entrance (as per approved design) Decoration theme should be according to the color			
	scheme / Theme specified by Chairperson of			
	Convocation.			
	Convocation.			
2.	Canopy for Line-up Area	1 No.		
3.	Partition wall between Governor, Vice chancellor and	1 No.		
	Faculty changing Room	1 37		
4.	Presidential Chair	1 No.		
5.	Semi - Presidential Chair	2 Nos.		
6.	VVIP Chairs	6 Nos.		
0.	VVIF Chairs	o mos.		
7.	Head Table to seat 9 persons on stage with	1 No.		
	Stairs with railing (Two Sides) Stairs should be in			
	Wooden & in good quality (with flower array /			
	decoration and with table cover and skirting)			
8.	Stage made by truss or tables with 6 feet height and	1 No.		
	Size: 40' x 60' (with Carpet, Backdrop, Branding and			
	paneling for stage walls and standees, Stairs and			
	railings on both sides of Main Stage, Fresh Flower Arrangements for main stage and VIP area).			
	Arrangements for main stage and vir area).			
9.	Side Stages Size 40' x 60', 6 feet height: Sitting	2 Nos.		
	arrangement on both sides of stage with wooden			
	floors, stairs with railings			
10		100		
10.	Sofas sets (White Leatheride) double seats with centre	100		
	tables with flower arrangements for 100 Guests and	Seats		
	VVIP <u>duly Cordoned- off</u>			

S#	Description	Qty.	Rate (PRs.)	Amount (PRs.)
11.	Grand Table for VIP Guests with waiter service	100 Guests		
12.	Air Condition System A/C Ducts for Stage (Both Sides)	1 No.		
13.	Standing-up Wooden Direction Signs boards size 3' x 5' or better, 5 feet tall	35 Nos.		
14.	Water Dispensers	20 Nos.		
15.	Disposable Glasses	2500 Nos.		
В.	METALLIC / ACRYLIC CHAIRS (FOAMY BACK & SEAT)			
16.	Chairs with bows and Chair Covers (according to colors of Institutes)	1400 Nos.		
17.	Chairs with Chair Covers (for faculty/parents).	3700 Nos.		
18.	Pedestal Fans (Good Quality & Soundless)	20 Nos.		
19.	Center Tables with fresh flowers participants	20 Nos.		
20.	Spotless Carpeting in main venue (Opposite to Stage till First line of Guest). Red runners in walk ways where required. (As per approved sample)	1 No.		
21.	Mobile Wash Rooms	20 Nos.		
C.	LIGHTING, LUMINARIES ETC.			
22.	Lightning in Convocation marquee and Refreshment area (canopy style) (As per approved design)	1 Setup		
D.	PHOTOGRAPHY, VIDEOGRAPHY AND LIVE PROJECTION Whole Event photographic coverage on high resolution digital format (Unlimited Shots) minimum with 4 photographers			
23.	1 Batch Group Photograph for each of the student (size 10" x 12")	1400 Nos.		
24.	1 photograph of the student at the stage with degree (size 5" x 7")	1400 Nos.		
25.	1 Profile portrait of the student with Convocation Gown (size 10" x 12")	1400 Nos.		
26.	2 Group photographs of the Institutes, matte mounted frame Size 16" x 20" (1 for concerned Institute 1 for Registrar Office)	40 Nos.		

S#	Description	Qty.	Rate (PRs.)	Amount (PRs.)
27.	Group shoot of committees with matte mount frame Size 16" x 20"	20 Nos.		
28.	Card mount with DUHS Logo, Video-DVD for the University & each of the Students	1405 Nos.		
29.	Event Photograph's soft copy on DVD and Executive Albums	4 Nos.		
30.	SMD Screens Size 8' x 10' Mounted inside of the Tent with live & playback with all cabling, networking and operators, as required.	2 Nos.		
E.	SOUND SYSTEM SETUP			
31.	Pair of SP-4	6 Pairs		
32.	02 Wireless and 02 Cordless Mics	2 Sets		
33.	Rostrums with 02 Podiums Mics	04 Nos.		
F.	FOOD			
34.	 Lunch Boxes in Styrofoam or appropriate package Vegetable Pulao 1 piece Chicken Tikka (breast / thigh) Accompanying Green Chutney & Michaels sachets Spoon/fork/ napkin Cold Drink (mini Canned drink) 	5200 Guest		
35.	Running Coffee / Tea / Green Tea Station (open all time) with Coconut Macaroons	For 6000 Persons		
G.	POST CONVOCATION DINNER / LUNCH FOR ORGANIZERS			
36.	Chicken Biryani Mutton Kunna Fried Fish Nan / Taftan Fresh Salad Bar Raita Chatnies Kulfi Falooda Running Coffee / Tea / Green Tea Station (open all time)	150 Persons		

S#	Description	Qty.	Rate (PRs.)	Amount (PRs.)
Н.	THEMATIC DESIGNING AND PRINTING MATERIAL			,
37.	Thematic Designing and Printing of Invitation	5500		
	Cards with Envelopes	Nos.		
	Size: 6" x 9"			
	Card: 300 gram Art Card			
	Printing: 4 + 2			
	Envelope: 6" x 9", Mat Paper 130 gram, 4 Color			
	printing			
38.	Thematic Designing and Printing of Convocation	2000		
	Book 2018	Nos.		
	Size: A4			
	No. of pages: 210			
	Paper: 120 gram Matt paper			
	Printing: 4 + 4			
	Title Card: 300 gram Art Card with Matt Lamination			
	Spot UV			
	Binding: Hot Glue Binding			
20	Envelope: 113 gram Matt Paper – 8 Color Printing	1.400		
39.	Thematic Designing and Printing of Degree Card	1400		
	with Ribbon	Nos.		
	Size: Legal Size; 145 gram paper, 2 Color Printing			
40	Degree Ribbon: Blue Ribbon Bow	1 37		
40.	Thematic Designing and Printing of Back-Drop	1 No.		
4.1	Size: 12' x 40'	10 N		
41.	Thematic Designing and Printing of Pena flex with	10 Nos.		
	Convocation Design & Announcement Size: 3' x 6'			
т	CONVOCATION APPAREL / CONVOCATION			
I.	GOWNS WITH CAPS (RENTAL)			
	(All gowns should be as per the approved sample)			
42.	Chancellor	1 No.		
42.	Chancenor	I NO.		
43.	Pro-Chancellor	1 No.		
43.	1 10-Chancehol	I INU.		
44.	Vice-Chancellor	1 No.		
++ +.	v ice-Chancehoi	I INU.		
45.	Pro-Vice Chancellor	3 Nos.		
43.	F10- vice Chancehol	5 INOS.		
46.	Chairnerson	1 No.		
40.	Chairperson	1 10.		
47.	Registrar and Controller of Exams	2 Nos.		
4/.	Registral and Controller of Exams	∠ INOS.		
48.	VIP Gowns	15 Nos.		
40.	VIF GOWIIS	15 NOS.		
40	Professor Associate Professor Assistant Professor	700 Nos.		
49.	Professor, Associate Professor, Assistant Professor	700 Nos.		
50	Gowns Students, according to colors of Institute (set of 2 Pee.)	1400 Nos		
50.	Students- according to colors of Institute (set of 3 Pcs.)	1400 NOS		
<i>5</i> 1	Feaulty Cown Weshing Dealring and Densime	700 Naa		
51.	Faculty Gown Washing, Packing and Repairing	700 Nos.		

S#	Description	Qty.	Rate (PRs.)	Amount (PRs.)
J.	MEDALS AND SHIELDS Samples / Design may be seen in the office			
52.	Shield (Best Graduates) Two Tone Gold and Silver with embellished design with full inscribing and design of Convocation. Size is 10.5 inches in diameter (As per sample)	14 Nos.		
53.	Gold Medal Gold plated and smooth finish; designing and inscribing of medals with appropriate finishing and straps plus boxes. Size: Atleast .2 inches Thickness of round medal, 2.5 inches in Diameter. Strap (approved design) and strap placement size in addition to diameter at .4 inches in length. Color of Gold Medal strap is Gold and Blue with appropriate thickness. (As per sample)	34 Nos.		
54.	Silver Medal Silver plated and smooth finish; designing and inscribing of medals with appropriate finishing and straps plus boxes. Size: Atleast .2 inches Thickness of round medal, 2.5 inches in Diameter. Strap (approved design) and strap placement size in addition to diameter at .4 inches in length. Color of Gold Medal strap is Gold an Blue in color with appropriate thickness. Final Approval as per sample. (As per sample).	31 Nos.		
55.	Bronze Medal Bronze plated and smooth finish; designing and inscribing of medals with appropriate finishing and straps plus boxes. Size: Atleast .2 inches Thickness of round medal, 2.5 inches in Diameter. Strap (approved design) and strap placement size in addition to diameter at .4 inches in length. Color of Gold Medal strap is Gold and Blue with appropriate thickness. (As per sample).	34 Nos.		
56.	Mementos / Shields (VIP's) Crystal Shield (As per sample)	14 Nos.		
57.	Mementos For Chairpersons Glass Mementos (As per sample)	28 Nos.		

IMPORTANT NOTE

- Venue should be ready at 09:00 a.m. for Rehearsals and photo session <u>TWO</u> <u>DAYS PRIOR TO CONVOCATION</u> (Marquee Setup, Stage, Student Chairs, Sofas etc. required).
- 3. Venue should be ready and handed-over at 08:00 a.m. on convocation day.
- 4. Complete decoration arrangement including Luminary, Cutlery, Crockery, Bearer & allied support services.
- 5. Grand Table for VIP Guests Required.
- 6. Complete Marquee will be erected according to the need and requirement.
- a. Please provide sample of Marque (Net not acceptable).
- b. DUHS will penalize 25% of the item value on substandard delivery of following items / services;

S. No	Description
1.	Marquee
	i. No Patches
	ii. No Holes
	iii. Should be same as sample provided by the bidder
	iv. Not de-colored
2.	Food
	i. Quality
	ii. Quantity
	iii. Heated
3.	Crockery & Cutlery (Ceramic & Stainless Steel)
	i. Neat & Clean
	ii. Free from cracks
4.	Staff
	i. Should be in proper uniform
	ii. Sufficient supporting staff to provide the excellent services to VIP
	guests.
5.	Furniture Quality plus Carpet
	i. Neat & Clean

CERTIFICATE

- We guarantee to provide the requisite service exactly in accordance with the requirements / specification in the invitation to this tender.
- We accept the terms and conditions of the contract as well as general provision applicable to Government contracts.

Signature:	
Name:	
C.N.I.C:	
Designation:	
Company Name:	
Address:	
Contact No.:	
E-mail Address:	

INTEGRITY PACT

Declaration of Charges, Fees, Commission, Taxes, Levies etc. payable by the bidder / company / firm / agency works;

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 given or agreed to give and shall not give or agree to give to anyone within the DUHS directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the DUHS, except that which has been expressly declared pursuant hereto.
- (c) The bidder / company / firm / agency / accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the DUHS under any law, contact, or other instrument, be stand void at the discretion of the DUHS.
- (d) Notwithstanding any right and remedies exercised by the DUHS in this regard, bidder / company / firm / agency agrees to indemnify the DUHS for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the DUHS in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the bidder / company / firm / supplier / agency / service provider as aforesaid for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the DUHS.

Note:

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

CONTRACT AGREEMENT

THIS AGREEMENT made the day of 2018 between <i>Dow University</i> of <i>Health Sciences, Karachi</i> of <i>Islamic Republic of Pakistan</i> (hereinafter called "the Procuring Agency") of the one part and [Name of Bidder] of
<u>[city and country of Bidder]</u> (hereinafter called "the Bidder") of the other part:
WHEREAS the Procuring Agency invited bids for certain services, viz., <u>[brief description of goods and services]</u> and has accepted a bid by the Bidder for providing the services in the sum of <u>[contract price in words and figures]</u> (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 Bid Form and the Price Schedule submitted by the Bidder; (b) the Schedule of Requirements; (c) the Technical Specifications; (d) the Terms & Conditions of Contract; 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