

Dow University of Health Sciences Karachi



Bidding Documents

Single Stage – Two Envelope Procedure

As per Rule 46 (2) of SPPR, 2010 (Amended 2019)

IFB / NIT No: DUHS/DP/2021/120 Dated 02 FEBRUARY 2021

INVITATION FOR BIDS FOR HIRING OF EXTERNAL AUDIT FIRM

INVITATION FOR BIDS (IFB)
No. DUHS/DP/2021/120 Dated 02 FEBRUARY 2021

Dow University of Health Sciences (DUHS), Karachi is a Public Sector University invites the sealed bids for **HIRING OF THIRD PARTY AUDIT FIRM** from the well reputed Audit Firms available on 'List of Active Tax Payers' of FBR (for Income Tax) & SRB (For Sales Tax) websites.

The Audit firm should be registered with the Institute of Chartered Accountants of Pakistan and should appear on satisfactory QCR rating firm of ICAP." The auditor should be experienced in applying either ISA standards, whichever is applicable for the audit. The auditor must employ adequate staff with appropriate professional qualifications and suitable experience with ISA standards, including experience in auditing the accounts of entities comparable in size and complexity to DUHS.

Tender fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable
Bidding procedure	Single Stage – Two Envelope Procedure as per rule 46 sub rule 2 of SPP Rules 2010 (Amended 2019)
Bid security	Two (2%) percent of the total bid value.
Tender purchasing date	From the date of publishing to 19 FEBRUARY 2021
Deadline for submission of bids	20 FEBRUARY up to 11:00 Hrs.
Bid Opening Date & Time	20 FEBRUARY 2021 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 date. 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 **FOR HIRING OF EXTERNAL AUDIT FIRM** I.F.B No: DUHS/DP/2021/120 Dated 02 FEBRUARY 2021

1. Purpose: -

1.1 The purpose of this Invitation for Bids (IFB) is to select a competent Audit Firm to audit and express a professional opinion on the financial statements of the authority at the end of each fiscal year (June-30). The audit would be carried out for the 05 years (FY-2015-16 to 2019-20). The audit should be carried out in accordance with International Standards of Auditing (ISA) and other standards as applicable in Pakistan.

1.2 To enable you to submit a proposal, please find enclosed:

- Background
- Audit Scope
- Auditor Independence and Qualification
- Evaluation of Bids / Proposals - (Technical and Financial)
- Access to Facilities and Documents
- Mode of Payment
- Guidelines

The bidder should follow guidelines given in the bidding documents. Method of evaluation to be adopted in evaluating the bids / proposals will be based on enclosed Evaluation of bids / Proposals (refer part 1.2.4), with the technical evaluation being completed prior to any financial bids/proposals being opened and compared:

Please note that DUHS is not bound to select any or all of the firms submitting proposals.

The Pre-Bid / Pre-proposal meeting will be held at **11:00 Hrs. on 13 FEBRUARY 2021** at Dow University of Health Sciences (Head Offices), Karachi.

1.2.1 **Background:** -

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 **4,400 employees**, including approximately **970 faculty members** at present.

Accounting and financial management affairs of DUHS are governed by the DUHS Act 2004. Financial Statements of DUHS are prepared in accordance with the International Public Sector Accounting Standards (IPSAS) or, where no such standards have yet been formulated, International Accounting Standards (IAS)/ International Financial Reporting Standards (IFRS).

Prof. Dr. Muhammad Saeed Quraishy is currently Vice Chancellor of Dow University of Health Sciences Karachi.

Personnel responsible for accounting and financial management is **Mr. Mujahid Ali Shaikh**, Director Finance (+92 21 32715441-460)

DUHS offices are based in Karachi at the following addresses:

Head Office:

Baba-e-Urdu Road, Karachi- 74200 - Pakistan

Phone: 92-21-111113847

92-21-99215754-7

92-21-32715441-460

Fax: 92-21-99215763

Ojha Campus/Dow University Hospital

SUPARCO Road, Gulzar-e-Hijri, Scheme No. 33, Karachi - Pakistan

Phone: 92-21-3877111,99232660

DUHS website: <http://www.duhs.edu.pk/>

1.2.2 **Audit Scope**

1. These terms of reference address the requirement for external audit of financial statements of DUHS.
2. Audit term for all entities described in No. 1.1 will be for the year each ending from 01 July to 30th June.
3. A final signed audit report with certified statements and a management letter should be submitted within 15 days of the year following the end of period under review.
4. External Auditor will have to present the annual audit report to the Finance and Planning Committee and DUHS Syndicate meeting and provide any clarifications required by the forum.
5. Audit firms must provide breakdown of their fee in respect of all mentioned entities for each of these years by year.
6. The audits should be carried out in accordance with the International Standards of Auditing (ISA).
7. Sufficient audit evidence should be gathered to substantiate in all material respects for the accuracy and true and fair view of financial statements of the institute.
8. The independent auditors of DUHS would also be required to examine the internal control procedures to ensure transparency and accountability in DUHS overall operations.
9. Appointment of auditors according to these terms will be for period of five (5) financial years, (2015-16 to 2019-20).

1.2.3 **Auditor Independence and Qualification**

The auditor must be completely impartial and independent from all aspects of management or financial interests in the entity being audited. The auditor should not, during the period covered by the audit nor during the undertaking of the audit, be employed by, serve as director for, or have any financial or close business relationships with any senior participant in the management of DUHS. The auditor should disclose any relationship that might possibly compromise his/her independence.

The Audit firm should be registered with the Institute of Chartered Accountants of Pakistan and should appear on satisfactory QCR rating firm of ICAP." The auditor should be experienced in applying either ISA standards, whichever is applicable for the audit. The auditor must employ adequate staff with appropriate professional qualifications and suitable experience with ISA standards, including experience in auditing the accounts of entities comparable in size and complexity to DUHS.

Audit firms must provide appropriate information regarding their partners who would be responsible for signing the opinion, together with manager and audit supervisors indicating capability and capacity to undertake the audit and experience in auditing financial statements.

1.2.4 **Evaluation Criteria – Technical & Financial**

- a) Bids / Proposals including Technical Proposal/Financial Proposals to be evaluated by the Committee constituted by the DUHS for the purpose.
- b) The Committee may seek the clarification from the bidder in writing or oral as the case may be, in case of committee deemed fit, however any clarification shall not be change the sanctity of original bid;
- c) The Bids / Proposals shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.
- d) **Technical Bids / Proposal Evaluation:**
 - i. The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
 - ii. Maximum points / marks for technical bids / proposals are 100.
 - iii. Bidders achieving **minimum 85% points / marks** will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.
 - iv. Only those Financial Proposals will be announced / considered which were technically qualified by the Committee.

TECHNICAL PROPOSAL EVALUATION CRITERIA

S#	Evaluation Parameters/Sub-parameters	Maximum Points
1.	Number of Statutory Audits Clients in last 3 years Government entities, Listed & public companies (Credible documentary evidence must be provided)	Max. 15
1.1	100 and above clients	15
1.2	50 and above clients	10
1.3	25 and above clients	05
1.4	Below 25 Clients	00
2.	Panel of State Bank of Pakistan (Credible documentary evidence must be provided)	Max. 15
2.1	Category A	15
2.2	Category B	10
2.3	Category C or Lower	05
3.	Number of Professional Employees (ICAP/ACCA/ICMAP) of audit firm (Credible documentary evidence must be provided)	Max. 15
3.1	50 and above employees	15
3.2	25 and above employees	10
3.3	10 and above employees	05
4.	Number of registered ICAP student trainees (Credible documentary evidence must be provided)	Max. 15
4.1	250 and above student trainees	15
4.2	200 and above student trainees	10

S#	Evaluation Parameters/Sub-parameters	Maximum Points
4.3	150 and above student trainees	05
5.	International Association (Credible documentary evidence must be provided)	Max. 15
5.1	Membership with any International Audit Firm since last 25 years	15
5.2	Affiliation/Network of any International Firm since last 10 years	05
6.	Availability of Audit Software (Credible documentary evidence must be provided)	Max. 15
6.1	Yes	15
6.2	No	00
7.	Experience in IS/ERP Audit (Credible documentary evidence must be provided)	Max. 10
7.1	Yes	10
7.2	No	00
TOTAL POINTS		100

e) **Financial Bids / Proposal Evaluation:**

- Technically qualified/successful bidder(s)/Tenderer(s) shall be eligible for Financial Proposal(s). The Financial bids shall be opened in the presence of the Bidders at the scheduled date, time and venue communicated in advance.
- Financial Bids / Proposals of Technically disqualified / rejected bidders will not be opened and sealed envelope shall be returned to the bidder.
- Bids not accompanied by the Bid Security of required amount and form shall be rejected.
- 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.

1.2.5 **Access to Facilities and Documents**

The DUHS financial systems are partly automated on Accounting Software and partly manual. DUHS has implemented ERP Financial Software Microsoft Dynamics 365 in July 2020. Financial records are kept at the both campuses.

The auditor will have full and complete access at any time to all records and documents (including books of account, legal agreements, minutes of committee meetings, bank records, invoices and contracts etc.) and all employees of the entity. The auditor will have a right of access to banks and depositories, consultants, contractors and other persons or firms engaged by the management over the period under the audit review.

1.2.6 **Mode of Payment**

The assignment is on fixed fees.

Fees will be paid after financial statements approved by DUHS Syndicate Meeting through cheque.

1.2.7 **Guidelines**

DUHS will select a firm on purely merit on the basis of Technical and financial proposals submitted by the firms.

Audit firm(s) who meet the requirements of the TORs and the commercial and contractual conditions, and if the auditor find any ambiguity, omission or internal contradictory, or any feature that is unclear or that appears restrictive, they should seek clarification before the closing date of submission;

The Firms are invited to submit a Technical Bid / Proposal and a Financial Bid / Proposal, clearly indicating
'Proposal for the Provision of External Audit Services'.

Client's policy requires that firm provide professional, objective, and impartial advice and at all times hold the Client's interests paramount; strictly avoid conflicts with the assignments or their own corporate interests.

Proposed professional staff must be qualified and have adequate experience, preferably worked under conditions similar to those prevailing in the country of the assignment.

Audit firm should ensure that they submit a full proposal including all the supporting documents requested. It is essential to ensure accuracy of proposal documents submitted. An authorized representative of the firm initials all pages of the proposal and dated. Noncompliance with mandatory requirements will result in rejection of the proposal;

The original bid / proposal (Technical Bid / Proposal and Financial Bid / Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Bid / Proposal", and the original and all copies of the Financial Bid / Proposal in a sealed envelope clearly marked "FINANCIAL BID / PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL BID / PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID OPENING COMMITTEE."

After the deadline for submission of bids / proposals, the Technical Bid / Proposal shall be opened on the day in the presence of those who want to be present on the date specified in IFB by the procurement committee. The Financial Bid / Proposal shall remain sealed and will be opened in the presence of the representatives of the bidders that have technically qualified after opening of technical bid/proposal.

From the time the bids are opened to the time the contract is awarded, if any firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in documents. Any effort by the firm to influence the

Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Firm's proposal.

Evaluators of Technical Bids / Proposals shall have no access to the Financial Bids / Proposals until the technical evaluation, is concluded.

Once the bids / proposals are received and opened, auditors shall not be required nor permitted to change the substance, the key staff and so forth;

The process of bid / proposal evaluation shall be confidential;

The financial bid / proposal should be in PKR comprising fees only;

Bidders are requested to submit below mentioned number of copies clearly marked "ORIGINAL" or "COPY" for each technical and financial offer;

Technical Proposals: Original + One Copy

Financial Proposals: Original + One Copy

Bidders are reminded to clearly mark technical and financial offer in separate envelopes. Interested external audit firms with international recognition should submit their proposals, clearly indicating '*Bid / Proposal for the Provision of External Audit Services*'.

Proposals received after bid closing time and date, or submitted otherwise than indicated in this shall not be considered.

2 Obtaining of Bidding Document: -

- 3.1 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/- w.e.f. date of publication of this IFB in the print media, **till 19 FEBRUARY 2021**. No tender document shall be sold on the date of opening of bid.
- 3.1 Bidding Document can also be downloaded from the Official website of DUHS i.e. <https://www.duhs.edu.pk/> or Sindh Public Procurement Authority i.e. <http://ppms.pprasindh.gov.pk>, in this situation, the bidder is required to enclose bidding documents cost of Rs. 2,000/- non-refundable as a pay order in favour of Dow University of Health Sciences Karachi.

3 Bidding Procedure: -

- 3.1 Bids are invited as per Single Stage – Two Envelope Procedure in accordance with rule sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2019).

4 Instructions to the Bidders: -

- 4.1 Bidder must read all the contents of IFB as well as Bidding Document and understand all the requirements.
- 4.2 Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
- 4.3 The Bid Form(s) shall be inserted in the Financial Bid / Proposal. However, a copy of the same shall be inserted in the Technical Bid / Proposal after hiding the amount.
- 4.4 Bid Security shall be inserted in the Financial Bid / Proposal. However, a copy of the same shall be inserted in the Technical Bid / Proposal after hiding the amount.
- 4.5 There should not be any over-writing, double writing, crossed, additional conditions.
- 4.6 Rates are to be quoted clearly in digits as well as in words.
- 4.7 Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
- 4.8 Bids shall be submitted in accordance with Single stage – Two Envelope Procedure.
- 4.9 Bidder shall prepare two separate envelopes for Technical as well as Financial Bid / Proposal.
- 4.10 Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the Technical / Financial Bid / Proposal accordingly.
- 4.11 Bidder(s) must write the “**TECHNICAL BID / PROPOSAL**” and “**FINANCIAL BID / PROPOSAL**” on the face of relevant sealed envelopes containing relevant bid/offer in it.
- 4.12 Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms shall be treated as rejected / non-responsive.

5 List of documents to be enclosed: -

- 5.1 Bidder(s) must ensure that the following documents are enclosed with the **Technical Bid / Proposal**.
- 5.2 Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;
- 5.3 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;
- 5.4 Copy of Pay Order in respect of Bid Security after hiding the amount;
- 5.5 Attested copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate / On line verification of Active Tax Payer for Sales Tax;
- 5.6 Complete profile and history of the Bidder/Participant including complete address;
- 5.7 List of Statutory Audits Clients in last 3 years;
- 5.8 Panel of State Bank of Pakistan (Category);
- 5.9 List of Number of Professional Employees (ICAP/ACCA/ICMAP) of audit firm;
- 5.10 List of Number of registered ICAP student trainees;

- 5.11 Authentication on Audit firm's letterhead duly signed & stamped by the authorized Partner that the bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.
- 5.12 Authentication on Audit firm's letterhead duly signed & stamped by the authorized Partner that any Partner/Director of the Audit Firm is not awarded any punishment from any Court of Law.
- 5.13 Authentication on Audit firm's letterhead duly signed & stamped by the authorized Partner 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.
- 5.14 Valid documentary evidence in support of evaluation and qualification criteria.
- 5.15 Bidder(s) must ensure that the following documents are enclosed with the **Financial Proposal**:
- 5.15.1 Bid Security of required amount and form.
- 5.15.2 Bid form(s) duly filled in all respect clearly quote the price.
- 5.16 Once again note that bidder must ensure that the Bid Form 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.
- 5.17 **Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.**
- 5.18 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 make payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any.
- 6 Eligibility Criteria:** Bidder which meets the following **eligibility criteria / mandatory requirements** would be declared responsive for further evaluation as per the Evaluation Criteria specified in this bidding document. Verifiable documentary proof for all following requirements is a mandatory requirement, noncompliance will lead to disqualification.
- 6.1 Bidder shall complete all the terms & conditions of this Bidding Document.
- 6.2 Bidder able to enclose the documents as per clause 5 of this bidding document.
- 6.3 Companies must be available on 'List of Active Tax Payers' of FBR (for Income Tax) and SRB (For Sales Tax) websites.
- 7 Validity of Bids: -**
- 7.1 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.
- 8 Language of Bids: -**
- 8.1 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.
- 9 Submission of Bids/Offers: -**
- 9.1 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 upto **11:00 hours on 20 February 2021**. 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.

- 9.2 Bidders are advised in their own interest to take all precautionary measures for delivery of sealed bids before the deadline for submission of bid.

10 Opening of Bids: -

- 10.1 The Technical Proposals shall be opened within one hour of deadline for submission of offer/bid in presence of the authorized representative(s) of the bidder(s), if they wish to present at the time of opening of bids.
- 10.2 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.
- 10.3 The envelope marked Financial Bid / Proposal shall be retained unopened in the custody of DUHS.
- 10.4 After the evaluation and approval of the technical bid / proposal, the Financial Bids / Proposals shall be opened of the technically accepted / qualified bids having the minimum qualifying points / marks of 85% or more, at a time, date and venue announced and communicated to the bidders in advance.
- 10.5 The opening of Financial Proposal may be extended by the DUHS, however, same shall be informed through posting of Notice on the Notice Board at outside main gate of DUHS, but the bids shall be opened within the bid validity period.

11 Announcement of Bid Evaluation Report

- 11.1 Bids/Offer including Technical Proposal/Financial Proposals to be evaluated by the Committee constituted by the DUHS for the purpose.
- 11.2 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.

12 Award of Contract: -

- 12.1 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.
- 12.2 In case of tie among two or more bidders in financial bid with identical offered rate, the contract shall be awarded to the bidder who shall obtain the highest points / marks in technical evaluation report.
- 12.3 DUHS reserve rights to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010 (Amended 2019).

13 Signing of Contract: -

- 13.1 In case of award, the Audit Firm shall sign the contract on appropriate stamp paper. All charges including payment of duty shall be borne by the successful bidder.

14 Period of Contract: -

- 14.1 Initially **contract shall be signed for mutually agreed period required for completion of the assigned.**

15 Bid Security / Performance Guarantee: -

- 15.1 The Bidder shall enclose the Bid Security not less than 2% of the total contract value of the one year (12 months) 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.
- 15.2 The Bid Security of unsuccessful bidder shall be returned after award of contract or within one week of expiry of bid.
- 15.3 The Successful bidder shall submit the Performance Security / Guarantee not less than 5% of the total contract value of the one year (12 months) 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.
- 15.4 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.
- 15.5 The successful bidder shall be adjusted towards Performance Security / Guarantee.
- 15.6 The Performance Security / Guarantee shall be forfeited, in case the bidder fails to provide the satisfactory services. The Performance Security / Guarantee of the bidder shall be returned after expiry of contract.

16 General Conditions: -

- 16.1 A prospective company 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).
- 16.2 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.

17 Cancelation of Contract: -

- 17.1 If the successful bidder 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.

18 Termination for Default

- 18.1 DUHS without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, may terminate this Contract in whole or in part:
- (a) if the contractor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the DUHS; or
 - (b) if the contractor fails to perform any other obligation(s) under the Contract.
 - (c) if the contractor, in the judgment of the DUHS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

19 Force Majeure

19.1 The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

19.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DUHS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

19.3 If a Force Majeure situation arises, the contractor shall promptly notify the DUHS in writing of such condition and the cause thereof. Unless otherwise directed by the DUHS in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20 Termination for Insolvency

20.1 DUHS may at any time terminate the Contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DUHS.

21 Termination for Convenience

21.1 The DUHS, by written notice sent to the Vendor/Firm, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the DUHS’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

22 Resolution of Disputes

22.1 In the case of a dispute between the DUHS and the Contractor, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Amended 2019).

23 Governing Language

23.1 The Contract shall be written in the ENGLISH language All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

24 Applicable Law

24.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi - Pakistan

shall have exclusive jurisdiction.

FINANCIAL BID / PROPOSAL

BID FORM / PRICE SCHEDULE

(To be submitted on Official Company Letterhead duly Signed & Stamp)

Financial Proposal shall be submitted on following template

S.#	Name of Entity	Amount
1.	Dow University of Health Sciences Karachi	
	Subtotal including all taxes except Sales Tax	
	Sales Tax on Services	
	Total including all taxes	
Amount in words (only)

Signature: _____

Name: _____

CNIC: _____

Designation: _____

Company: _____

Stamp: _____

Date: _____

**INTEGRITY PACK
(AFFIDAVIT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & 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, contract, or other instrument, be stand void at the discretion of the DUHS.
- (d) Notwithstanding any right and remedies exercised by the DUHS in this regard, bidder / company / firm / agency agrees to indemnify the DUHS for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the DUHS in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the bidder / company / firm / supplier / agency / service provider as aforesaid for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the DUHS.

Dow University of Health Sciences
Signature & Seal

(Name of Security Firm)
Signature & Seal

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