

Dow University of Health Sciences, Karachi.



Bidding Documents

Single Stage – One Envelope Procedure

As per Rule 46 (1) of SPPR, 2010 (Amended 2019)

IFB / NIT No. DUHS/DP/2021/116 Dated 07 January 2021

**Procurement of Services for arrangement of
Entry Test for 3500 Candidates of Allied Health Sciences
(Venue Setup, Furniture / Fixture, Sound System etc.)**



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

NOTICE INVITING TENDER (NIT)

No. DUHS/DP/2021/116 Dated 07 January 2021

Dow University of Health Sciences (DUHS), Karachi is a Public Sector University invites the sealed bids for **Procurement of Services for arrangement of Entry Test for 3500 candidates of Allied Health Sciences (Venue Setup, Furniture / Fixture, Sound System etc.)** from well-reputed Firms / Event Managers / Organizers available on 'List of Active Tax Payers' of FBR (for Income Tax) & SRB (For Sales Tax) websites.

Bidding procedure	Single Stage – One Envelope Procedure as per rule 46 sub rule 1 of SPP Rules 2010 (Amended 2019)
Bid security	Five (5%) percent of the total bid value.
Tender purchasing date	From the date of publishing to 22 January 2021
Deadline for submission of bids	23 January, 2021 up to 10:00 Hrs.
Bid Opening Date & Time	23 January 2021, at 10:30 Hrs.

Bidding Document containing detailed terms & conditions can be obtained against non-refundable pay Order / Demand Draft of Rs. 1,000/- 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 (www.ppms.pprasindh.gov.pk), in this situation, bidder is required to enclose Pay Order / Demand Draft of tender fee (Rs. 1,000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing date.

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

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off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
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1. **Introduction:** -

- 1.1. Dow University of Health Sciences Karachi, herein after referred as DUHS or Procuring agency 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.

2. **Scope of Work:** -

- 2.1. Dow University of Health Sciences, Karachi intends to avail **Services for arrangement of Entry Test for 3500 candidates of Allied Health Sciences (Venue Setup, Furniture / Fixture, Sound System etc.)** from well-reputed Firms / Event Managers / Organizers.

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. 1,000/- w.e.f. date of publication / hoisting of this NIT **till 22 January 2020**. No tender document shall be sold on the date of opening of bid.
- 3.2 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. <http://ppms.pprasinhd.gov.pk>, in this situation, the bidder is required to enclose bidding documents cost of Rs. 1,000/- non-refundable as a pay order in favour of Dow University of Health Sciences Karachi.

4 **Bidding Procedure:** -

- 4.1 Bids are invited as per Single Stage – ONE Envelope Procedure in accordance with rule sub rule 1 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2019).

5 **Instructions to the Bidders:** -

- 5.1 Bidder must read all the contents of NIT/ IFB as well as Bidding Document and understand all the requirements.
- 5.2 Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
- 5.3 There should not be any over-writing, double writing, crossed, additional conditions.
- 5.4 Rates are to be quoted clearly in digits as well as in words.
- 5.5 Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
- 5.6 Bidder shall examine the Bid Evaluation Criteria and insert appropriate document in the Technical & Financial Proposal accordingly.
- 5.7 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 **List of documents to be enclosed:** -

- 6.1 Bidder(s) must ensure that the following documents are enclosed with the **Technical Proposal**.
- 6.1.1 Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;
- 6.1.2 Original Bidding Document purchase receipt or Pay Order of Rs.1,000/- in favour of Dow University of Health Sciences Karachi, as the case may be;
- 6.1.3 Pay Order in respect of Bid Security;
- 6.1.4 Copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate / On line verification of Active Tax Payer for Sales Tax;
- 6.1.5 Attested copy of CNIC of signatory of the Bid Form;
- 6.1.6 Complete profile and history of the Bidder/;

- 6.1.7 Audited Financial Statement / Income Tax Return Forms of the bidder for last three years;
- 6.1.8 Complete details of turn-over of at least last three years duly supported with the documentary evidence;
- 6.1.9 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.
- 6.1.10 Affidavit on stamp paper duly notarized to the effect that any director of the bidder is not awarded any punishment from any Court of Law.
- 6.1.11 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.
- 6.1.12 Bid Security of required amount and form.
- 6.1.13 Bid form(s) duly filled in all respect clearly quote the price.
- 6.2 Once again not 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.
- 6.3 **Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.**
- 6.4 Bidder(s) must work carefully and gross rates to be quoted, including all applicable taxes and also incorporate the impact of Sales Tax. Procuring agency shall made payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any.
- 6.5 Valid documentary evidence in support of evaluation and eligibility / qualification criteria.
- 7 **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.
- 7.1 Bidder shall complete all the terms & conditions of this Bidding Document.
- 7.2 Bidder able to enclose the documents as per clause 6 of this bidding document.
- 7.3 Companies must be available on 'List of Active Tax Payers' of FBR (for Income Tax) and SRB (For Sales Tax) websites.
- 7.4 Bidder's experience of completing the **minimum one (01) project for providing the similar services for 3,000 or more candidates during the last 03 years** in Public and Private Sector Universities / Government / Semi-Government organizations (supported with purchase order / contract award / contract agreement / satisfactory performance certificate).
- 7.5 **Average annual turnover in preceding 3 years should not be less than Rs. 15.000 million** demonstrated through audited annual financial statements / income tax returns.
- 8 **Validity of Bids:** -
- 8.1 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.
- 9 **Language of Bids:** -
- 9.1 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.
- 10 **Submission of Bids/Offer:** -
- 10.1 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 23 January 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.

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

11 **Opening of Bids: -**

11.1 The bids 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.

11.2 In case of the date of opening of tender declared as Public Holiday by the Government of Sindh or Federal Government or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders/bids/offers, accordingly. The time and venue shall remain same.

12 **Rejection / Acceptance of the Bid**

12.1 The Procuring agency shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) and drop the any or multiple item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-25 of SPPRA Rules, 2010 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 25 of SPPRA Rules, 2010).

12.2 The Tender shall be rejected if it is:

12.2.1 substantially non-responsive in a manner prescribed in this tender documents; or

12.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

12.2.3 Against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or

12.2.4 Bids qualified by vague and indefinite expression such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly

12.2.5 Unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or

12.2.6 With shorter bid validity period; or

12.2.7 requisite bid security is not submitted; or

12.2.8 the Tenderer refuses to accept the corrected Total Tender Price; or

12.2.9 the Tenderer has conflict of interest with the Competent Authority (DUHS); or

12.2.10 the Tenderer tries to influence the Tender evaluation / Contract award; or

12.2.11 the Tenderer engages in corrupt or fraudulent practices in competing for Contract award; or

12.2.12 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria; or

12.2.13 the Tenderer fails to meet the evaluation criteria requirements; or

12.2.14 the tenderer has been blacklisted by any public or private sector organization; or

12.2.15 The tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or

12.2.16 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or

12.2.17 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document; or

12.2.18 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or

12.2.19 If the rates quoted by vender are not workable or on higher side etc.

13 **Evaluation of Bids: -**

13.1 Bids/Offer 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/Offer shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.

13.4 The bids not responsive to the MANDATORY ELIGIBILITY CRITERIA provided at Clause 7 shall not be considered for further Evaluation.

13.5 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.

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

- 13.7 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 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 / eligible bidders shall be considered for acceptance of the offer provided that it fulfills the laid down terms and conditions of the tender, irrespective of their score in the previous step.
- 15.2 Procuring agency reserve rights to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010 (Amended 2019).
- 16 **Signing of Contract: -**
- 16.1 In case of award, the bidder shall sign the contract on appropriate stamp paper. All charges including payment of duty shall be borne by the successful bidder.
- 17 **Bid Security / Performance Guarantee: -**
- 17.1 The Bidder shall enclose the Bid Security not less than 5% of the total bid value 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.
- 17.2 The Bid Security of unsuccessful bidder shall be returned after award of contract or within one week of expiry of bid.
- 17.3 The Successful bidder shall submit the Performance Security / Guarantee not less than 5% of the total contract value 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.
- 17.4 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.
- 17.5 The successful bidder shall be adjusted towards Performance Security / Guarantee.
- 17.6 The Performance Security / Guarantee of the bidder shall be forfeited, in case of bidder fails to provide the satisfactory services. The Performance Security / Guarantee of the bidder shall be returned on completion of contractual obligations.
- 18 **General Conditions: -**
- 18.1 A prospective bidder requiring any clarification(s) may notify to Procuring agency or an Officer authorized on its behalf in writing. The Procuring agency 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 Procuring agency response will be forwarded to prospective companies (if not already clarified in the tender document or deemed necessary for the company).
- 18.2 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.
- 18.3 The Procuring agency reserves the right to increase / delete the quantities of the goods / services on the same rates and terms and condition of the Contract Agreement.
- 19 **Payment: -**
- 19.1 100% payment shall be made on the satisfactory completion of job.
- 19.2 Following documents shall be submitted along with the Invoice:
- 19.2.1 Original Invoice in duplicate.
- 19.2.2 Copy of the Signed Contract.
- 19.2.3 Satisfactory job completion certificate.

20 **Cancelation of Contract: -**
20.1 If the successful bidder fails to provide the satisfactory services, the Procuring agency shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The Procuring agency shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

21 **Termination for Default**

21.1 The Procuring agency 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 Procuring agency; or
- (b) if the contractor fails to perform any other obligation(s) under the Contract.
- (c) if the contractor, in the judgment of the Procuring agency 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.

22 **Force Majeure**

22.1 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.

22.2 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 Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3 If a Force Majeure situation arises, the contractor shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency 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.

23 **Termination for Insolvency**

23.1 The Procuring agency 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.

24 **Termination for Convenience**

24.1 The Procuring agency, by written notice sent to the Supplier, 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 Procuring agency’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

25 **Resolution of Disputes**

25.1 In the case of a dispute between the Procuring agency 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).

26

Governing Language

26.1 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.

27

Applicable Law

27.1 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 Company Letterhead duly Signed & Stamp)

COMPLETE VENUE SETUP FOR 3500 CANDIDATES

S#	Description	Unit / Qty.	Rate Per Unit (PKR)	Total Amount (PKR)
1.	Tent	200 Nos.		
2.	Kanat	120 Nos.		
3.	Chair with cover	3600 Nos.		
4.	Examination Table	3500 Nos.		
5.	Carpet	120 Nos.		
6.	Table on stage	80 Nos.		
7.	Cover	80 Nos.		
8.	Border	80 Nos.		
9.	Takht (for stage)	10 Nos.		
10.	Step (Stairs)	03 Nos.		
11.	Sound / Public Addressing System	01 Setup		
12.	Setting & Labour Charges	L/Sum		
13.	Transportation Charges	L/Sum		
TOTAL (PKR) INCLUDING ALL THE TAXES AND DUTIES				
(Rupees				only)

SPECIAL NOTE:

1. Venue should be ready and handed-over in all respect **ONE DAY PRIOR TO SCHEDULED DATE OF EVENT UPTO 12:00 NOON.**
2. The Quoted Unit Price for each individual Items/unit/feet/job Rate should be lump-sum and final and must be inclusive of all kinds of applicable taxes, duties, Octori, Levies, Cess etc.
3. The Procuring agency reserve exclusive rights to drop OR increase / decrease the quantity of Items/unit/feet/job mentioned above.

CERTIFICATE

It is to certify that the goods / services shall be provided exactly in accordance with the requirements of the procuring agency.

Signature: _____

Name: _____

CNIC: _____

Designation: _____

Company: _____

Stamp: _____

Date: _____

**INTEGRITY PACT
(AFFIDAVIT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY
THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.
10.00 MILLION OR MORE**

M/s. _____, the service provider hereby declared that:

- (a) Its intention not to obtain the procurement / services / work of any contract, right, interest, privilege, or other obligation or benefit from the DUHS or any administrative or financial offices thereof or any other department under the control of the DUHS through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the bidder / company / firm / agency represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not 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.