



DOW UNIVERSITY OF HEALTH SCIENCES

Baba-e-Urdu Road, Besides Civil Hospital, Karachi

Direct No: 92-21-99216065 Fax: 99216065, Tel: 99215754-57 Ext: 5604

Website: www.duhs.edu.pk, E-mail: rahim.khan@duhs.edu.pk

N.I.T No. DUHS/P&D/2018/9135

Dated: January 8, 2018

ACQUIRING THE PREMISES ON RENTAL BASIS

DATE OF SUBMISSION OF TENDER: 30-01-2018 at 11:00 HRS.

DATE OF OPENING OF TENDER: 30-01-2018 at 11:30 HRS.

**Directorate of Planning & Development, 3rd Floor Admin. Block
Dow Medical College, Baba-e-Urdu Road, Besides Civil Hospital, Karachi**

INVITATION OF BID:

Dow University of Health Sciences, Karachi invites proposal for acquiring premises for its Lab and other Facilities in Karachi on Rental Basis for or period of three (3) years, extendable with mutual consent in the portion / commercial / independent building (Free from all encumbrances).

Details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto. Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules, 2010 (Amended 2017) issued thereunder ("**SPPRA**") which can be found at website www.pprasindh.gov.pk For the purposes of this document, any reference to the term "Act" shall mean a reference to the Sindh Public Procurement Act and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010 (Amended 2017).

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Eligibility Criteria
- Scope of Work
- Financial Proposal
- Conditions of Contract

Proposals must be submitted at the below mentioned address;

Yours sincerely,

PROJECT DIRECTOR

Planning & Development Department
Dow University of Health Sciences, Karachi
Baba-e-Urdu Road, Besides Civil Hospital, Karachi
Email: rahim.khan@duhs.edu.pk
Tel / Fax # 092-21-99216065

2. INSTRUCTION TO BIDDERS (ITB)

2.1 CORRESPONDING ADDRESS

The contact number and the correspondence address for submitting the proposals are as follow:

PROJECT DIRECTOR

Planning & Development Department
Dow University of Health Sciences, Karachi
Baba-e-Urdu Road, Besides Civil Hospital, Karachi
Email: rahim.khan@duhs.edu.pk
Tel / Fax # 092-21-99216065

2.2 ELIGIBLE BIDDERS

All the bidders duly incorporated and based in Pakistan Governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29].

2.3 PREPARATION OF BIDS

2.3.1 BIDDING PROCESS

This is the Single Stage – One Envelope Procedure; the bid shall comprise a Single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL**. [SPPRA Rule 46(1-a & b)].

2.3.2 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of its bid and DUHS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3.3 LANGUAGE OF BID

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and DUHS must be written in English. [SPPRA Rule 6 (1)]

2.3.4 FINANCIAL PROPOSAL

The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative. Standard Forms for Financial Proposal are available in Section [4].

2.3.5 BID CURRENCIES

All prices quoted must be in Pak Rupees.

2.3.6 BID SECURITY

The DUHS shall require the bidders to furnish the Earnest Money of 1% of one year rent demanded of the premises, in shape of Pay Order or Irrevocable Bank Guarantee acceptable to the DUHS, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the DUHS reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with the bidding document.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the DUHS as non – responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)].

The bid security shall be forfeited:

If a Bidder withdraws its bid during the period of its validity specified by the bidder on the Bid Form;

or

In the case of a successful Bidder, if the Bidder fails to;

- Sign the contract in accordance with ITB Section [2.6.4]; or
- Does not abide by the terms of Contract Agreement.

2.3.7 BID VALIDITY

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by DUHS [SPPRA Rule 38 (1)].

2.4 SUBMISSION OF BIDS

2.4.1 SEALING AND MARKING OF BIDS

This is the Single Stage – One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** [SPPRA Rule 46(1-a & b)]

2.4.2 CLARIFICATION OF BIDDING DOCUMENTS

Interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and DUHS shall respond to such queries in writing with three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23(1)].

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.4.3 WITHDRAWAL OF BIDS

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and / or by and authorized representative, and shall include a copy of the authorization. Provided that, written notice of withdrawal, shall be received by DUHS prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB Section [2.4.8].

2.4.4 CANCELLATION OF BIDDING PROCESS

1. DUHS may cancel the bidding process at any time prior to the acceptance of bid or proposal; [SPPRA Rule 25(1)].
2. DUHS shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 – 1); [SPPRA Rule 25 (2)].
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security returned along with such intimation; [SPPRA Rule 25(3)].

4. DUHS shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)].

2.5 OPENING AND EVALUATION OF BIDS

2.5.1 OPENING OF BIDS BY DUHS

The opening of bids shall be as per the procedure set down in Section 2.3.1 dealing with Bidding Process.

2.5.2 CLARIFICATION OF BIDS

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, DUHS may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43].

2.5.3 ELIGIBILITY CRITERIA

All bids shall be evaluated as per the criteria given in para 2.5.4.

2.5.4 ELIGIBILITY CRITERIA

S. NO:	FEATURES	REQUIREMENTS / SPECIFICATION
01	Preferred Location	Premises preferably in Block-5, Near Bilawal Chowrangi, South City Hospital, Corner location Clifton, Karachi.
02	Space required	Approximate plot size of 240 Square yards, Constructed area 9000 to 12000 square feet, (ground plus three) with basement separate entrances. Preference will be given to the premise constructed on hospital amenity plot.
03	Parking Space	10 to 12 Cars
04	Quality of Construction	The quality of construction should meet the requirement of Laboratory / Hospital. The construction should be preferably new or near completion within six (06) months.
05	Preferable Amenities	Electricity, Sui-Gas and Water Connections, attached bathrooms and others.

NOTE:

1. Meeting the eligibility criteria will make a bidder qualify for visit of the property by the Sub-Committee constituted by the Procuring Agency.
2. Post qualification process will be adopted on Quality and Cost Based Selection Method Quality parameters include feasible design of premises for establishing office.
3. Subsequently the property will be visited by the Procurement Committee for physical verification of the information given by the bidder. Location which meets the requirement of DUHS after due inspection as per the criteria given above will be considered as "Qualified Premises / Bid".

4. Non Encumbrances Certificate is mandatory is to be attached.

2.5.5 Discussions Prior Evaluation

If required, prior to evaluation of the bid, DUHS may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bidding document.

2.6 AWARD OF CONTRACT

2.6.1 AWARD CRITERIA

Subject to ITB Section [2.6.2], DUHS will award the contract to the successful Bidder, whose bid has been determined to be the substantially responsive and has been determined to be the lowest evaluated bid, provided the information given in the bidding document is on ground verified by the Procurement Committee of the DUHS.

2.6.2 DUHS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

DUHS may annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason thereof and thereby incurring any liability to the Bidder(s).

2.6.3 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, DUHS will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by the letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

DUHS will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

2.6.4 SIGNING OF CONTRACT

Within 5 Days from the date of notification of the award, the successful bidder shall furnish to DUHS particulars as may be asked by the DUHS.

The Contract shall be signed by the parties at DUHS Office, Karachi, within 15 Days of award of contract.

2.6.5 GENERAL CONDITIONS OF CONTRACT

For detailed General Conditions of Contract refer to Section [5.1] of the TD.

2.6.6 SPECIAL CONDITIONS OF CONTRACT

(Same as General Condition of the Contract)

3. SCOPE OF WORK

Hiring of premises for Lab and other facilities by the Dow University of Health Sciences, Karachi as per the locations given in the advertisement.

4. FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of Bidder _____

Monthly Rent (Lump Sum)
(In word Rupees) _____

Rent in Advance (If any) _____

Security Deposit (If any) _____

NOTE:

1. Owner will be liable to pay all municipal, government, non-government and other rates, taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement and assessment which may be levied in respect of the Demised Premises.
2. For each property separate pay order has to be enclosed as per the amount mentioned in the advertisement given in the newspaper.
3. Earnest money of 1% of one year rent demanded of the premises, in shape of pay order or irrecoverable Bank Guarantee acceptable to the DUHS is to be attached with Financial Proposal.

SIGNATURE & STAMP OF THE BIDDER: _____

DATE: _____

5 CONTRACT (AS WILL BE EXECUTED IF THE BID QUALIFIES)

5.1 CONDITIONS OF CONTRACT. AS PER CLAUSE 5

5.1.2 LAW GOVERNING CONTRACT

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of the Islamic Republic of Pakistan.

5.1.3 NOTICE

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

5.1.4 AUTHORIZED REPRESENTATIVE

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the DUHS or the Supplier may be taken or executed by the officials.

5.1.5 TAXES AND DUTIES

The Lessor shall pay such direct or indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the bidding document, the amount of which is deemed to have been included in the Contract Price.

5.1.6 EFFECTIVENESS OF THE CONTRACT

This Contract shall come into effect on the date the Contract is signed by the both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 EXPIRATION OF CONTRACT

Unless terminated earlier pursuant to Lease agreement, this Contract shall expire at the end of such time period after the Effective Date as specified in the lease agreement.

5.1.8 MODIFICATIONS OR VARIATIONS

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposal for modification or variation made by the other Party.

5.1.9 FORCE MAJEURE

The failure of the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

5.1.9.1 NO BREACH OF CONTRACT

The failure of a Party to fulfill any of its obligation under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability

arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precaution, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.1.9.2 EXTENSION OF TIME

Any period within which a Party shall, pursuant to this Contract, complete any action or task shall be extended for a period equal to the during which such Party was unable to perform such action as a result of Force Majeure.

5.1.10 TERMINATION OF CONTRACT BY LESSOR/LESSEE AS PER CLAUSE5

5.1.11 GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measure to ensure the realization of objectives of this Contract.

5.1.12 SETTLEMENT OF DISPUTES

5.1.12.1 AMICABLE SETTLEMENT

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.1.12.2 ARBITRATION

If the DUHS and the Bidder / Party fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.