

# **Dow University of Health Sciences**



## **Bidding Documents**

**Single Stage – Single Envelope Procedure**  
As per Rule 46 (1) of SPPRA, 2010 (Amended up to date)

**NIT No: DUHS/W&S/2024/1173 Dated 25<sup>th</sup> June, 2024**

---

### **HIRING OF BUSINESS SMS SERVICES (REF NO: DUHS/W&S-NIT/146)**

---

**OFFICE OF THE DIRECTOR PLANNING & DEVELOPMENT,  
DOW UNIVERSITY OF HEALTH SCIENCES (DMC CAMPUS)  
BABA-E-URDU ROAD, BESIDES CIVIL HOSPITAL, KARACHI.  
PHONE NO. 021-38771000 EXTENSION 5820**

## NOTICE INVITING TENDER (NIT)



### OFFICE OF THE DIRECTOR WORKS & SERVICES DOW UNIVERSITY OF HEALTH SCIENCES

Baba-e-Urdu Road, Karachi-74200 Pakistan. Tel: 9215754-57 Ext:5811 Website: [www.duhs.edu.pk](http://www.duhs.edu.pk)

No. DUHS/W&S/2024/1173

## TENDER NOTICE

Dated: June 25, 2024

Dow University of Health Sciences (DUHS), Karachi is a Public Sector University invites the Sealed bids from well-reputed Companies / Bidders having registration with Federal Board of Revenue (FBR), Income Tax Department, Sindh Revenue Service Board, Sales Tax and Pakistan Engineering Council (PEC) for following works.

S. No	NAME OF WORK	METHOD OF PROCUREMENT
1.	PROVIDING, FIXING, INSTALLATION AND COMMISSIONING OF 2 NOS. BED LIFTS INCLUDING ANCILLARY WORKS AT ONCOLOGY CENTRE, OJHA CAMPUS, DUHS KARACHI. (REF NO: DUHS/W&S-NIT/145)	Single Stage – Two Envelope Procedure as per rule 46 sub rule-2 of SPP Rules 2010 (Amended upto date)
2.	HIRING OF BUSINESS SMS SERVICES. (REF NO: DUHS/W&S-NIT/146)	Single Stage – Single Envelope Procedure as per rule 46 sub rule-1 of SPP Rules 2010 (Amended upto date)
3.	HIRING OF AGENCY FOR EMPLOYMENT VERIFICATION. (REF NO: DUHS/W&S-NIT/147)	Single Stage – Single Envelope Procedure as per rule 46 sub rule-1 of SPP Rules 2010 (Amended upto date)

Tender Fee	<b>Rs. 5,000/-</b> (Rupees Five Thousand Only) Non-Refundable in shape of Pay Order / Demand Draft in favor of Dow University of Health Sciences, Karachi.
Security	Bid Security and Performance Security as mentioned in the bidding document.
Purchasing Date & Time	<b>From the date of publishing to 12-07-2024 (8:30 a.m to 02:30 p.m) Friday Timing (8:30 a.m to 12:00 p.m)</b>
Bids Delivery & Opening Date & Time	<b>13-07-2024 at 11:00 a.m &amp; 11:30 a.m.</b>

Detailed Specification are mentioned in the prescribed tender documents alongwith terms and conditions. Bidding documents can be download from SPPRA website or Dow University of Health Sciences, website. 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.

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. 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).

#### **ADDRESS FOR PURCHASING OF BIDDING DOCUMENTS, SUBMISSION AND OPENING OF BIDS:**

Office of the Director Planning & Development, Dow University of Health Sciences (DMC Campus), 5<sup>th</sup> Floor Administration Block, Baba-e-Urdu Road near Civil Hospital Karachi.

### DIRECTOR

Works & Services

Dow University of Health Sciences, Karachi

# **BID DATA SHEET**

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) / Terms & Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in ITB / T&C.

<b>1.</b>	<b>Name of Procuring Agency:</b>	Dow University of Health Sciences, Karachi (DUHS)
<b>2.</b>	<b>Bidding Procedure:</b>	Single Stage –Single Envelope Procedure
<b>3.</b>	<b>Name of Contract:</b>	<b>HIRING OF BUSINESS SMS SERVICES (REF NO: DUHS/W&amp;S-NIT/146) (NIT No. DUHS/W&amp;S/2024/1173) Dated 25<sup>th</sup> June , 2024</b>
<b>4</b>	<b>Tender fee:</b>	Rs. 5,000/- (Rupees Five Thousand Only) Non-Refundable in shape of Pay Order / Demand Draft in favor of Dow University of Health Sciences, Karachi.
<b>5.</b>	<b>Obtaining &amp; submission of Bidding Document: Address:</b>	Dow University of Health Sciences (DMC Campus), Planning & Development Department Admin Block 5 <sup>th</sup> Floor DMC Campus, Baba-e-Urdu Road near Civil Hospital Karachi. Phone No. 021-38771000 Extension 5820
<b>6.</b>	<b>Language of the Bid:</b>	English
<b>7.</b>	<b>Currency of the Bid:</b>	The price quoted shall be in Pakistani Rupee on DDP Basis
<b>8.</b>	<b>Bid Prices:</b>	The price shall be fixed during the contract period.
<b>9.</b>	<b>Bid Security:</b>	The amount of bid security shall not be less than <b>Rs 5%</b> of the total contract value in the form of a Call Deposit, Bank Draft or a Bank Guarantee issued by a scheduled bank of Pakistan, in favour of the Dow University of Health Sciences, Karachi.
<b>10.</b>	<b>Bid Validity Period:</b>	90 days
<b>11.</b>	<b>Tender Purchasing date:</b>	<b>Date:</b> From the date of publishing to 12-07-2024 <b>Time:</b> 08:30 a.m to 02:30 p.m & Friday 08:30 a.m to 12:00 p.m
<b>12.</b>	<b>Deadline for bid submission:</b>	<b>Date:</b> 13-07-2024 <b>Time:</b> up to 11:00 am.
<b>13.</b>	<b>Date, Time and Place of Bid opening:</b>	<b>Date:</b> 13-07-2024 <b>Time:</b> 11:30 am. Dow University of Health Sciences (DMC Campus), Planning & Development Department Admin Block 5 <sup>th</sup> Floor DMC Campus, Baba-e-Urdu Road near Civil Hospital Karachi. Phone No. 021-38771000 Extension 5820
<b>15.</b>	<b>Alternate Bid:</b>	Not Allowed
<b>16.</b>	<b>Joint Venture / Consortium Bid:</b>	Not Allowed
<b>17</b>	<b>Period of Contract:</b>	Initially contract shall be signed for a period of 12 months (01 year), however, DUHS at its own discretion can extend the period of contract for a further Two (02) years or till the finalization of new tender. The bidder shall provide the services for extended period without any increase in rates.

# INSTRUCTIONS TO THE BIDDERS

## 1. **GENERAL**

### **Introduction**

Dow University of Health Sciences (DUHS) is a premier institute offering MBBS and BDS undergraduate education, with a strong emphasis in the medical, biomedical sciences, public health, allied health sciences and business management programs. The University has one main campus, and another sub-campus located in the urban metropolitan city of Karachi, Sindh. The University has a school of Postgraduate studies, which offers postgraduate and doctoral programs in almost all academic disciplines relating to the biomedical and health sciences, including clinical diplomas in 13 specialties, Masters/MS /MPhil and Ph.D. programs in 32 different specialties, such as Master of Advanced Physiotherapy, Masters in Nursing, Master of Business Administration, with 18 specialties of the biomedical and basic sciences offered at the MPhil level, including MPhil in Biotechnology, Genetics, Microbiology, Pharmacology and Ph.D. programs in the health and allied sciences. Furthermore, the flagship MBBS program is offered through Dow International Medical College, catering to international students or overseas sponsored students. The CPSP has also accredited the institution for FCPS training in 29 different specialties. The University has 17 Schools/Colleges and Institutes, including 9 clinical entities, and 25 other non-academic, administrative departments. Dow University Hospital was established in the year 2009. It serves as a tertiary care University Hospital attached to Dow International Medical College for teaching and training of MBBS & Post-graduate students.

## 2. **Project Introduction**

Dow University of Health Sciences intends to acquire the services of Pakistan Telecommunication (PTA) Approved GSM Services Provider for SMS Alert Services. The proposed solution must be comprising of a Cloud based Web Application Portal & SMS Service that supports two-way SMS communication to send and receive SMS, to & from any network in Pakistan. The Application and API will be used to send Alert Notifications, Upcoming events, Public Announcements and Reminders.

## 3. **Scope of Services & Maintenance**

DUHS is looking forward to have a state-of-the-art solution with 24x7 availability for Short Messaging Service (SMS) Platform & Services Initially contract shall be signed for a period of 12 months (01 year), however, DUHS at its own discretion can extend the period of contract for a further Two (02) years or till the finalization of new tender. The bidder shall provide the services for extended period without any increase in rates. The scope of this application covers two-way SMS communication to enable application users to send and receive SMS to & from customers of Local cellular service. Monthly invoicing would be processed by DUHS, as per recent month's utilization.

### **3.1 Service Description:**

#### **a) Sending SMS**

- i. SMS masks & short-codes will be provided by service providers for sending Transactional and Promotional messages.
- ii. Service provider to use standard HTTP/HTTPS port for sending bulk SMS. For high-security service providers must also support the SSL layer for transferring information.
- iii. SMS API must have compatibility with all Applications.
- iv. SMS API will be provided by the service provider for sending SMS through web and desktop applications using programming languages like PHP, .Net, Java etc.
- v. Service Provider to ensure delivery of SMS to mobile operators without any delay.
- vi. Minimum throughput of 1,000 SMS per minute.

**b) Receiving SMS**

- i. Incoming SMS can be sent by mobile phones on a virtual number provided by the service provider.
- ii. Virtual numbers could be SHORT CODE (4 Digit number) or LONG CODE (10 Digit Virtual GSM Number).
- iii. Masking Code for SMS.

**c) Web-Based SMS Portal**

- i. Must offer an Interactive and Intuitive secured password protected Graphical User Interface to be available 24x7.
- ii. The offered Portal Dashboard must be showing summary report on current & previous SMS Campaigns.
- iii. Send one SMS to multiple mobile numbers or address-book contacts (Bulk SMS feature).
- iv. Get the Delivery or Failure status for each message.
- v. Feature for scheduling SMS jobs to send SMS after office hours or early morning without user intervention.
- vi. Create, Edit, Reply, Forward, and Export, Delete or Send SMS messages.
- vii. Portal should enable the Administrator to design and configure Polls to collect data from Users via SMS. (Graphical Reports and Dashboard must be available to view the Statistical Reports for the Polls).
- viii. Mail Merge sort of Functionality to send the same SMS to multiple users with their respective Title Name, Designation, User ID etc.
- ix. Real-time monitoring of push SMS services.
- x. Send SMS messages to user-defined groups of individuals.
- xi. Feature to Import Contacts through CSV or Excel files.
- xii. Reports and Dashboards to view sent/received/pending status of SMS.
- xiii. Statistical reports for utilization of local and international SMS.

**3.2 Service Delivery Attributes:**

**a) Quality of Service**

- i. The Service Provider will ensure a high quality of service.
- ii. The messaging platform must support transmission of large-scale SMS messages to multiple users regardless mobile networks.
- iii. The messaging platform must be capable to provide commitment to service levels with guaranteed delivery times.
- iv. Bidder must provide real-time detailed reports of sent SMS messages. The report must contain data from concerned Telecom Operator's logs detailing the date & time when the SMS messages were sent by the operator, as well as when the message was delivered. The reports must also contain details of lag or time delays occurred (if any) due to network load or any other reason. The lag will be calculated as time difference between SMS sent from DUHS to the SMS Sent by the operator.
- v. Bidder must ensure delivery of SMS to MNP (Ported) numbers, with provisioning of system to support automatic process for marking of number as MNP by end-users themselves (if require).
- vi. Servers deployed should have in-built redundancy and a failover mechanism.

**b) Documentation**

The Service Provider will provide DUHS with documentation in the form of User Guides to run the Application smoothly.

**c) Confidentiality**

The Service Provider will undertake that it shall not disclose, divulge or reveal any information, including the mobile number and the text of SMS sent and shall ensure that all the data of DUHS is kept secret and confidential at all times.

**Technical Support**

The Service Provider would provide technical support on all working days over the phone and email. For the same, DUHS would be provided with a contact number and a contact e-mail address at which the contact person can get in touch in case of any problems with regard to the service of sending/receiving SMS. For urgent & critical support, 24x7 accessible (during non-working days) POC details must also be provided.

**4. ELIGIBLE BIDDERS (Mandatory Criteria)**

Please review the following list of all documents to be enclosed with the Technical Proposal. These are the **“MANDATORY DOCUMENTS”** Non submission of any one of the mandatory documents will lead to disqualification and further assessment of tender will not be done hence **“TECHNICALLY REJECTED”**.

S.no	Mandatory Eligibility Criteria (Attach Supporting Document)	Attached / Not Attached
1	Original Tender Purchase Receipt / Pay Order of Tender Fee.	
2	One (1) original and One (1) copy of complete proposals should be submitted. The Complete set of Bidding Documents including Tender Documents should be submitted in One Original Set and One Photo Copy Set, must be stamped and signed by the owner / representative of each page. Original & copies of the document should be separately clearly marking each “ORIGINAL BID” and “COPY OF BID”.	
3	The firm should be registered (Attached Certificate of Incorporation.)	
4	The firm should have been in operation for at least 5 years after its registration.	
5	Bidder must have Pakistan Telecommunication Authority’s issued GSM Service License to operate in Pakistan.	
6	Bid Form / Price Schedule and Pay Order in respect of Bid Security.	
7	Copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate(s), Companies must be available on ‘List of Active Taxpayers’ of FBR (for Income Tax & GST) and SRB (For Sales Tax) websites.	
8	Copy of CNIC of signatory of the Bid Form/Price Schedule.	
9	Complete profile and history of the Bidder/Participant including complete address and complete details of Directors including their CNIC Numbers and contact details.	
10	Average Annual Turnover during the last 03 financial years up to the closing of last fiscal year should not be less than <b>Rs 30 Million (As per Income Tax Returns and Audited Statements of Accounts must be provided) as per Annexure – E.</b>	
11	Affidavit on stamp paper duly notarized to the effect that: (i) The bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government. (ii) The bidder is not awarded any punishment from any Court of Law. (iii) 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.	
12	The Bidder should accept Tender Terms & Conditions as per <b>Annexure – B</b>	
13	Bidder / Company Profile / Details as per <b>Annexure - D</b>	
14	<b>Compliance of Annexures F,G &amp; J.</b>	
15	The bidder must have done <b>at least (03)</b> similar projects experience & competence in providing SMS Services to reputable organizations to offer complete solution for outgoing & incoming SMS using secure authentication system during the last Five (05) Years. Submit proper evidences e.g. work order, performance certificate etc.	

**5. COST OF TENDERING**

- 5.1 The bidder shall bear all costs associated with the preparation and submission of its documents, while DUHS, in no case, shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

**6. CLARIFICATIONS OF TENDERING DOCUMENTS**

- 6.1 A prospective bidder requiring any clarification(s) may notify to DUHS or an Officer authorized on its behalf in writing. The DUHS or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before **05 calendar days** or more to the deadline set for the submission of bids. Copies of DUHS response will be forwarded to prospective bidders (if not already clarified in the tender document or deemed necessary for the bidder).

**7. AMENDMENT OF TENDER DOCUMENT**

- 7.1 At any time prior to the deadline for submission of bids, the DUHS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by issuing corrigendum / addendum.
- 7.2 Any corrigendum / addendum thus issued shall form eternal part of the tender document. To offer bidders a reasonable time frame in which to take a Corrigendum / addendum into account in preparing their bids, the DUHS may at its discretion extend the deadline for submission of bids.

**8. LANGUAGE OF DOCUMENTS**

- 8.1 Bid Documents and related correspondence will always be in the English language.
- 8.2 The bid should have a covering letter on printed letterhead of the firm. All pages of the bid shall be initiated / signed and shall bear official seal of the person(s) authorized to sign/endorse.
- 8.3 All the relevant technical literature in English Language should be attached with the bid.

**9. PRICE**

- 9.1 Price / bid offer should be quoted in Pak Rupees as per format given at **Annexure – J**.
- 9.2 The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
- 9.3 The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).
- 9.4 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.
- 9.5 The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.

## **10. BID SECURITY / EARNEST MONEY**

- 10.1 The bidder shall furnish a bid security/ earnest money equivalent to **5% of the total value of bid** in form of Pay Order/ Call Deposit/ Bank Guarantee in favor of Dow University of Health Sciences, Karachi as per **Annexure – H**.
- 10.2 Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the DUHS as non-responsive.
- 10.3 The bid security / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.
- 10.4 The bid security/ earnest money of the successful bidder will be returned after completion of contract period.

## **11. VALIDITY OF BIDS**

- 11.1 All bids shall remain valid for **90 days** from the date of opening of bids.

## **12. CLARIFICATIONS / CORRECTIONS OF BID**

- 12.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought offered or permitted.
- 12.2 Arithmetical errors will be rectified on the following basis:
  - i. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
  - ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

## **13. RESPONSIVENESS OF BIDS**

- 13.1 The valid bid security / earnest money is submitted (Bank instrument of requisite Bid Security must be attached.)
- 13.2 The bid is valid till required period.
- 13.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 13.4 Compliance to all important terms and conditions of tender document on specified formats.
- 13.5 The bidder is eligible for tendering and possesses the requisite experience.
- 13.6 The bid does not deviate from basic requirements.
- 13.7 The bidder submitted all mandatory/requisite documents as mentioned in the tender document.
- 13.8 The bid is generally in order etc.

### **Announcement of Bid Evaluation Report**

- 13.9 Bids/Offeres including Technical & Financial Proposals to be evaluated by the Committee constituted by the DUHS for the purpose.
- 13.10 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.



14. **AWARD OF CONTRACT: -**

- 14.1 The bidder whose offered rate is found lowest amongst other technically qualified bidders shall be considered for acceptance.
- 14.2 DUHS reserve rights to cancel any/all bids, subject to the relevant provisions of SPPRA Rules 2010 (Amended up to date).

15. **SIGNING OF CONTRACT: -**

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

16. **PERIOD OF CONTRACT: -**

- 16.1 Initially contract shall be signed for a period of 12 months (01 year), however, DUHS at its own discretion can extend the period of contract for a further Two (02) years or till the finalization of new tender. The bidder shall provide the services for extended period without any increase in rates.

17. **BID SECURITY / PERFORMANCE GUARANTEE: -**

- 17.1 The Bidder shall enclose the **Bid Security not less than 5% of the total contract value of the 12 months (one year)** in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of 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.
- 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 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.
- 17.4 The Successful bidder shall submit the **Performance Security / Guarantee not less than 10% of the total contract value of the 12 months (one year)** within twenty (20) days 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.

**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) If any equipment / instrument or property of DUHS is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.
- c) 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.

18. **EVALUATION OF BIDS**

- 18.1 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non- conformity.
- 18.2 The relevant Committee will evaluate and compare only the bids previously determined to be substantially responsive. The bids can be evaluated as a whole or separately.
- 18.3 It will be examined in detail whether the services offered by the bidder complies with the provisions of this tender document. For this purpose, the bidder's data will be compared with the tender document eligibility and evaluation criteria along with visit to bidder facilities / offices for physical inspection.

- 18.4 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no major deviation / stipulation shall be taken by the bidder.
- 18.5 Any minor informality or non-conformity or irregularity in the documents, which does not constitute a material deviation, may be waived by DUHS, provided such waiver does not prejudice or affect the relative ranking of any other bidder.
- 18.6 The lowest quoted technically qualified bidder will be selected.

## **19 TRAINING CAPABILITIES**

Bidder should indicate its training capabilities to provide training of SMS Portal software application. It should also provide a detailed training schedule. The vendor will arrange training premises Interactive sessions.

## **20 PROCESS TO BE CONFIDENTIAL**

- 20.1.1.1 No bidder shall contact DUHS on any matter relating to its tendering process from the time of opening to the time of tendering announcement.
- 20.1.1.2 Any effort by a bidder to influence DUHS in the evaluation, comparison or selection decision may result in the rejection of its bid.

## **21 COMPLIANCE CERTIFICATE**

- 21.1 The bidder should agree with the terms and conditions as mentioned in **Annexure – A**.

## **22 AWARD CRITERIA**

- 22.1 The DUHS reserves the right to accept or reject any submitted bid, as per SPPRA Rules 2010 (Amended up to date) and to annul the tendering process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the DUHS's action.

## **23 PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 23.1 The Procuring agency reserves the right to accept or reject any bid, as per SPPRA Rules 2010 (Amended up to date) and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

## **24 PROCURING AGENCY'S RIGHT TO VARY QUANTITIES**

The Procuring agency reserves the right to increase or decrease the quantity of goods and services originally specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ without any change in unit price or other terms and conditions.

## **25 REQUIREMENT / FORMAT OF BID**

- 25.1.1 All bidders shall quote their **firm and final rates** including all the taxes, duties, levies etc. on the format given at **Annexure – J** and attach the requisite **Bid Security / Earnest Money** in the form of a Pay Order / Demand Draft / Bank Guarantee as per this Tender Document requirement / obligations.

## **26 NOTIFICATION OF AWARD OF CONTRACT**

26.1 Prior to the 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 or by email. The notification of award will constitute the formation of the contract.

## **27 CONTRACT AGREEMENT**

27.1 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.

27.2 DUHS reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of contract agreement) and forfeit Security Deposit/ Performance Bond and any amount due to the service provider. The bidder shall reproduce draft contract agreement provided by DUHS on stamp paper with stamps affixed of the value equals to the prevailing Government rules / rates. Bidder shall pay the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.

27.3 The bidder shall not alter/add/delete any article, clause or chapter of the draft contract agreement. However, the Service Provider may rephrase any clause, article or chapter with the consent of the DUHS for the purpose of clarity, legality, or otherwise except where scope of work, terms & conditions, and service charges is not adversely affected against the DUHS.

27.4 Within Twenty (20) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

27.5 Initially contract shall be signed for a period of 12 months (01 year), however, DUHS at its own discretion can extend the period of contract for a further Two (02) years or till the finalization of new tender. The bidder shall provide the services for extended period without any increase in rates.

## **28 REDRESSAL**

28.1 Redressal of Grievances & settlement of dispute will be as per SPPRA Rule- 2010 (Up to date)

### **ARBITRATION**

28.2 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.

## **29 APPLICABLE LAWS**

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

## **30 FORCE MAJEURE**

30.1 The Bidder shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder

shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable' alternative means for performance not prevented by the Force Majeure event.

- 30.2 The Bidder shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

**GENERAL COMPLIANCE CERTIFICATE**

The bid is accompanying with all the requisite documents mentioned in bidding document and bid evaluation criteria.

The following be signed and attached with the bid as a general compliance to tender document requirements, if agreed upon:

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

**DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS**  
**(On PKR 100/- Stamp Paper)**

[Location, Date]

To: [Name and address of Employer]

**HIRING OF BUSINESS SMS SERVICES (REF NO: DUHS/W&S-NIT/146)**  
(NIT No. DUHS/W&S/2024/1173) Dated 25<sup>th</sup> June, 2024

Dear Sir,

I/we carefully gone through the Terms & Conditions as mentioned in the above referred DUHS Tender document. I/we declare that all the provisions of this Tender are acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours sincerely

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Signature

**BIDDER PROFILE /DETAILS**

1.	Registered Company Name	
2.	Company Registration Number with Institute of chartered Accountants	
3.	Date of Registration	
4.	National Tax Number	
5.	General Sales Tax Number	
6.	Sindh Sales Tax Number	
7.	Number of Partners	
8.	Years of Operation of Company after its Registration	
9.	Details of Technical Staff to be assigned for the project	
10.	Bank Name and Branch	
11.	Bank Account Number	
12.	Additional Professional Registration Details (if any):	
13.	Physical address	
14.	Postal address	
15.	Telephone Number	
16.	Fax Number	
17.	E-mail address	
18.	Blacklisting / Complaint / Litigation against the firm (By any govt. or other org. if any)	
19.	Name & Address of the companies / subsidiaries and associated companies, if any, with whom there is collaboration or joint Venture	
20.	Any other relevant detail	

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

**DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN**  
**(On Bidder / Company / firm's Letterhead)**

[Location, Date]

To: [Name and address of Employer]

**HIRING OF BUSINESS SMS SERVICES (REF NO: DUHS/W&S-NIT/146)**

(NIT No. DUHS/W&S/2024/1173) Dated 25<sup>th</sup> June, 2024

Dear Sir,

1) I/we hereby declare that, our firm's Annual Turnover is as follow ( As per Income Tax Returns & Audit Reports attached):

F.Y ONE	F. Y. TWO	F. Y. THREE
PKR_____ (Million)	PKR_____ (Million)	PKR_____ (Million)

And,

2) I/we hereby declare that, our firm had filed Income Tax Returns for last 3 years Supported by copy ITR/STR of Last 03 (three) years.

Yours sincerely

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Encl: As above



**VALID LIST OF CLIENT'S DETAILS**  
**(On Bidder / Company / firm's Letterhead)**

[Location, Date]

To: [Name and address of Employer]

**HIRING OF BUSINESS SMS SERVICES (REF NO: DUHS/W&S-NIT/146)**  
 (NIT No. DUHS/W&S/2024/1173) Dated 25<sup>th</sup> June, 2024

Dear Sir,

I/we hereby mention following list of valid Clients details where our firm had provided services, supported by copy of agreements / orders / work orders for your reference:

Sr. No.	Client Name / End User	Nature of Client (Govt. / Semi Govt. / Private Sector)	Scope of Work / Specifications	Name & Location of Project	Year	Total Order Value (PKR)

Yours sincerely

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Encls: As above.

**DECLARATION FOR COMPLETION OF SIMILAR CONTRACTS WITH  
GOVERNMENT/ SEMI GOVERNMENT ORGANIZATION DURING LAST 05 YEARS**

**(On Bidder / Company / firm's Letterhead)**

[Location, Date]

To: [Name and address of Employer]

**HIRING OF BUSINESS SMS SERVICES (REF NO: DUHS/W&S-NIT/146)**  
(NIT No. DUHS/W&S/2024/1173) Dated 25<sup>th</sup> June, 2024

**Dear Sir,**

I/we hereby declare that, our firm M/s \_\_\_\_\_ was completed the following similar projects experience & competence in providing SMS Services to reputable organizations to offer complete solution for outgoing & incoming SMS using secure authentication system during the last Five (05) Years.

<b>Sr. No.</b>	<b>Client Name / End User</b>	<b>Nature of Client (Govt. / Semi Govt.)</b>	<b>Scope of Work / Specifications</b>	<b>Name &amp; Location of Project</b>	<b>Year</b>	<b>Total Order Value (PKR)</b>

**I/We also enclosed herewith the attested copy of certificates which bear the name, address and telephone nos. of the authorized signatory.**

Yours sincerely

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Date:

Encls: As above.

**FORMAT OF BANK GUARANTEE FOR BID SECURITY**

Bank Guarantee No.: \_\_\_\_\_  
Dated of issue: \_\_\_\_\_  
Valid upto: \_\_\_\_\_  
Value (Rs.): \_\_\_\_\_

To: [Name & Address of the Procuring Agency]

Dear Sir,

WHEREAS M/s. \_\_\_\_\_ (hereinafter called the Bidder) have requested us through \_\_\_\_\_ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favor in the sum of **[Amount of the Guarantee in Words and Figures]** against your tender Notice No. \_\_\_\_\_ Dated **for HIRING OF BUSINESS SMS SERVICES (REF NO: DUHS/W&S-NIT/146)** (NIT No. DUHS/W&S/2024/1173) Dated 25<sup>th</sup> June, 2024

**WE HEREBY AGREE AND UNDERTAKE:**

- i. To make unconditional payment to you on demand without further question or reference to the Bidder in case of withdrawal or modification of bid or any default or non- execution of the Contract or refusal to accept order by the Bidder from the date of opening of bids until the expiry of the validity of their offer.
- ii. To keep this guarantee in full force from (date) \_\_\_\_\_ up to (date) \_\_\_\_\_ he dates until which the Bidder offer is valid.
- iii. To extend the period of guarantee if such extension be necessary beyond the date stated in Para (ii) and as so desired by the Bidder.

Any claim arising out of this guarantee must be lodged with this Bank within the period the guarantee is valid and before the date of its expiry. After this date the guarantee will be considered null and void and should be returned to us.

Yours faithfully,

Name of the Bank: \_\_\_\_\_

Authorized officer's Signature & Seal: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Sworn & Sign before me

This day of .....

**FORMAT OF BANK GUARANTEE FOR PERFORMANCE BOND**

Bank Guarantee No.: \_\_\_\_\_  
Dated of issue: \_\_\_\_\_  
Valid upto: \_\_\_\_\_  
Value (Rs.): \_\_\_\_\_

To: [Name & Address of the Procuring Agency]

Whereas **[Name of Bidder]** (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. **[number]** dated **[date]** to supply **[description of services]** (hereinafter called "the Contract").

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Dow University of Health Sciences, Karachi with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as Security for compliance with the Bidder's performance obligations in accordance with the Contract.

And whereas we have agreed to provide a Guarantee: for the said Bidder

Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Bidder, up to a total of **[Amount of the Guarantee in Words and Figures]** and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without requiring the Dow University of Health Sciences, Karachi to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of **[Amount of Guarantee]** as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for one month after the completion of contractual obligations by the Bidder to the Dow University of Health Sciences, Karachi for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Yours faithfully,

Name of the Bank: \_\_\_\_\_

Authorized officer's Signature & Seal: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Sworn & Sign before me

This day of .....

**FORMAT FOR QUOTING OF RATES**

[Location, Date]

To: **[Name and address of Employer]**

Dear Sir,

We, the undersigned, offer to provide the services for **[Insert title of assignment]** in accordance with your Notice Inviting Tender (NIT) / Request for Proposal (RFP) / Expression of Interest (EoI) No. **[Insert number]** dated **[Insert Date]** and our Financial Bid / Proposal is for the sum of **[Insert amount(s) in words and figures]**. This amount is inclusive of all the applicable taxes.

Our Financial Bid / Proposal shall be binding upon us up to expiration of the validity period of the Bid / Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Bid / Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

## **Financial Proposal Response**

Bidder must submit its financial proposal in accordance with the following format: -

<b>S.No</b>	<b>Description</b>	<b>Rate per SMS Including All taxes (PKR)</b>	<b>Total Amount Including All taxes (PKR)</b>
<b>1</b>	<b>Approximately 12 million SMS per year</b>		

Inwords \_\_\_\_\_

---

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

**Stamp / Seal:**

**UNDERTAKING / CERTIFICATE**

**(Must be Printed on Rs. 100/- Stamp Paper)**

Affidavit on stamp paper duly notarized to the effect that:

- (iv) The bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.
- (v) The bidder is not awarded any punishment from any Court of Law.
- (vi) 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.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

**ATTESTED BY NOTARY PUBLIC**

**AFFIDAVIT INTEGRITY PACT**

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).

- (a) 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.
- (b) 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.
- (c) 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.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:



**FORM OF CONTRACT**

**Specimen Purpose only**

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 between M/s. \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of the Contractor)  
(hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI (hereinafter referred to as the DUHS, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a service provider.

AND

WHEREAS the DUHS is procuring agency. The DUHS intends to hire services for **HIRING OF BUSINESS SMS SERVICES (REF NO: DUHS/W&S-NIT/146)** (NIT No. DUHS/W&S/2024/1173) Dated 25<sup>th</sup> June, 2024

WHEREAS the Contractor (successful bidder) submitted his bid vide \_\_\_\_\_ in accordance with the bid document and was selected as “successful bidder” pursuant to the bidding process and negotiation on contract prices, awarded the “Letter of Acceptance” (LoA) No. \_\_\_\_\_ to \_\_\_\_\_ the Contractor on \_\_\_\_\_.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in:

**(Conditions of Contract) of Tender Document.**

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Contractor / Authorized Representative)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Seal: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Officer of the DUHS)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Seal: \_\_\_\_\_

**WITNESS – 1**

Name: \_\_\_\_\_

CNIC #: \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESS – 2**

Name: \_\_\_\_\_

CNIC #: \_\_\_\_\_

Address: \_\_\_\_\_