

	<p>OFFICE OF THE DIRECTOR WORKS&SERVICES</p> <p>DOW UNIVERSITY OF HEALTH SCIENCES</p> <p>Baba-e-Urdu Road, Karachi-74200 Pakistan.</p> <p>Tel: 9215754-57 Ext:5814 Website: www.duhs.edu.pk</p>
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No. DUHS/W&S/2024/1199	Dated: August 8, 2024
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TENDER NOTICE

Dow University of Health Sciences (DUHS), Karachi is a Public Sector University invites e-bids through E-Pak Acquisition & Disposable System (EPADS) from well-reputed Companies / Bidders / firms on Active Tax Payers of SRB / FBR (whichever is applicable).

S. No	NAME OF WORK	METHOD OF PROCUREMENT
1.	HIRING OF SERVICES FOR AN ARRANGEMENT OF THE MDCAT-2024 ENTRY TEST EXAM AT VARIOUS VENUES IN THE SINDH PROVINCE. (REF NO. DUHS/ W&S-NIT/148)	Single Stage – Single Envelope Procedure as per rule 46 sub rule-1 of SPP Rules 2010 (Amended upto date)
2.	SUPPLY OF PRINTING ITEMS & ACCESSORIES FOR THE MDCAT-2024 ENTRY TEST EXAM. (REF NO. DUHS/ W&S-NIT/149)	Single Stage – Single Envelope Procedure as per rule 46 sub rule-1 of SPP Rules 2010 (Amended upto date)
3.	SUPPLY OF FOOD & OTHER RELATED ITEMS FOR THE MDCAT-2024 ENTRY TEST AT VARIOUS VENUES IN THE SINDH PROVINCE. (REF NO. DUHS/ W&S-NIT/150)	Single Stage – Single Envelope Procedure as per rule 46 sub rule-1 of SPP Rules 2010 (Amended upto date)

Tender Fee	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.
Security	Bid Security and Performance Security as mentioned in the bidding document.

E-Bidding documents as per detailed terms and conditions, specifications and requirements are available for the registered bidders on Sindh Public Procurement Regulatory Authority's EPADS at <https://portalsindh.eprocure.gov.pk/#/> and University website <https://duhs.edu.pk> on the payment noted above (non-refundable) on any working day except the day of opening of tenders.

The electronics bids, must be submitted by using EPADS at or before closing time **28-08-2024** at 11.00 Hrs. Manual bids, shall not be accepted. Electronic Bids will be opened on **28-08-2024** at 11.30 Hrs., The tender fee (non-refundable) and earnest money of total bid (refundable) in the form of Pay Order or Demand Draft issued by a Scheduled Bank of Pakistan in the favor of Dow University of Health Sciences, Karachi should be submitted in the mentioned office before the deadline for submission of Electronic Bids through EPADS which will be opened on the same day **28-08-2024** at 11:30 Hrs.

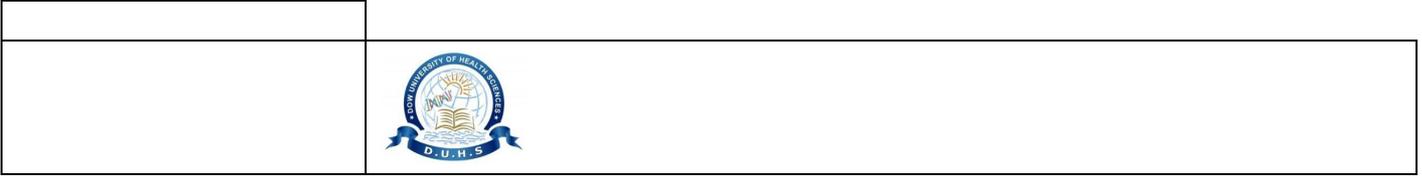
In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tenders shall be submitted / opened on the next working day at the same time & venue. Any conditional or un-accompanied of the earnest money, tender will not be considered in the competition.

The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 (Amended upto date) and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25* of said Rules.

For any query for e-bidding may be contact to the Office of the Director Planning & Development, Dow University of Health Sciences (DMC Campus), 5th Floor Administration Block, Baba-e-Urdu Road near Civil Hospital Karachi.

<p>DIRECTOR</p> <p>Works & Services</p> <p>Dow University of Health Sciences, Karachi</p>
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DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI.



BIDDING DOCUMENTS

Single Stage – One Envelope Bidding Procedure

As per Rule 46(1) of SPPRA Rules, 2010 (Amended up to date)

IFB / NIT No. DUHS/W&S/2024/ ___ Dated ___-Aug-2024

HIRING OF SERVICES FOR AN ARRANGEMENT OF THE MDCAT-2024 ENTRY TEST EXAM AT VARIOUS VENUES IN THE SINDH PROVINCE.

(Ref No. DUHS/ W&S-NIT/148)

NOTICE INVITING TENDER (NIT)

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.

1.	Name of Procuring Agency:	Dow University of Health Sciences, Karachi (DUHS)
2.	Name of Contract:	Hiring of Services for an Arrangement of the MDCAT – 2024 Entry Test Exam at Various Venues in the Sindh Province. (Ref No. DUHS/ W&S-NIT/148)
3.	Tender NIT No.	NIT No. DUHS/W&S/2024/____ Dated ____-Aug-2024
4.	Address:	Dow University of Health Sciences (DMC Campus), Planning & Development Department Admin Block 5 th Floor DMC Campus, Baba-e-Urdu Road near Civil Hospital Karachi.
5.	Language of the Bid:	English
6.	Currency of the Bid:	The price quoted shall be in Pakistani Rupee on DDP Basis inclusive of all taxes
7.	Bid Prices:	The price shall be fixed during the contract period
8.	Bid Security:	Amount of bid security shall not be less than 2.5% of the total bid price
9.	Bid Validity Period:	90 days
10.	Tender Purchasing date:	Date: From the date of publishing to ____-Aug-2024 Time: 08:30 a.m to 02:30 p.m & Friday 08:30 a.m to 11:30 a.m
11.	Deadline for bid submission:	Date: ____-Aug-2024 Time: up to 11:00 am.
12.	Date, Time and Place of Bid opening:	Date: ____-Aug-2024 Time: 11:30 am. Dow University of Health Sciences (DMC Campus), Planning & Development Department Admin Block 5 th Floor DMC Campus, Baba-e-Urdu Road near Civil Hospital Karachi. Phone No. 021-38771000 Extension 5820
13.	Performance Security:	Amount of Performance Security shall not be less than 5% of the total contract value
14.	Alternate Bid:	Not Allowed
15.	Joint Venture / Consortium Bid:	Not Allowed
16.	Period of commencement from	Immediately after issuance of the work order/ execution letter.
17.	Time of Completion	Whole arrangement should be ready in all aspect 02 days before the schedule date. In case of failure penalty would be imposed.

INSTRUCTIONS TO THE BIDDERS / TERMS & CONDITIONS

1. Introduction:-

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.
2. **Scope of Work: -**
 1. Dow University of Health Sciences, Karachi intends to avail **HIRING OF SERVICES FOR AN ARRANGEMENT OF THE MDCAT – 2024 ENTRY TEST EXAM AT VARIOUS VENUES IN THE SII PROVINCE (VENUE SETUP, FURNITURE / FIXTURE, SOUND SYSTEM ETC.)** from well-reputed Firms / Event Managers / Organizers as and when required during the contract period.
 2. Scope of work will be inclusive of preparation of venue for the event, logistical arrangements relevant to the planning and execution of the event, etc.
 3. **THE MAXIMUM LIMIT OF THE NUMBER OF CANDIDATES WOULD BE FROM 43,000 TO 45,000.**
 4. Venue should be ready and handed over in all respect to DUHS **TWO DAY PRIOR TO THE SCHEDULED DATE OF TEST UP TO 12:00 NOON.**
- 2.5. Successful bidder should prepare the layout of all the Test centers in Sindh in consultations with the representative of the Procuring agency for entry and exit access, including seating & tents arrangements and zoning of services before the execution of the task.
3. **Obtaining of Bidding Document: -**
 1. Bidding Document containing detailed terms & conditions can be obtained at the date, time and place / address given in the Bid Data. No tender document shall be sold on the date of opening of bid.
 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. 5,000/- 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 up to date).
5. **Instructions to the Bidders: -**
 1. Bidder must read all the contents of NIT/ IFB as well as Bidding Document and understand all the requirements.
 2. Bidder must ensure that the Bid Form is filled in all respect, without any confusion.
 3. There should not be any over-writing, double writing, crossed, additional conditions.
 4. Rates are to be quoted clearly in digits as well as in words.
 5. Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.
 6. Bidder shall examine the Bid Evaluation Criteria and insert appropriate documents in the Technical and financial Proposal accordingly.
 7. Joint Venture or Consortium Bids, 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: -**
 1. Bidder(s) must ensure that the following documents are enclosed with the Proposal.
 1. Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;
 2. Original Bidding Document purchase receipt or Pay Order of Rs.5,000/- in favor of Dow University of Health Sciences Karachi, as the case may be;
 3. Pay Order / CDR / Bank Guarantee in respect of required Bid Security;
 4. Copy of NTN / Income Tax Registration Certificate with Online Verification of Active Tax Payer for Income Tax
 5. Copy of Sales Tax Registration Certificate with online verification of Active Tax Payer for Sales Tax;
 6. Attested copy of CNIC of the signatory of the Bid Form;
 7. Complete profile and history of the Bidder/;
 8. Audited Financial Statement / Income Tax Return Forms of the bidder for the last three years;
 9. Complete details of turnover of at least the last three years duly supported with the documentary evidence;
 - ~~10. The original and 01 copy of the bid shall be typed, written in ink and filled in the case of copies. Photocopies are acceptable and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. Original & copies of the document should be separately clearly marking each "ORIGINAL BID" and "COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.~~
 11. Affidavit on stamp paper duly notarized to the effect that:
 - i. Bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Governments.
 - ii. Any director of 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. Bid Security of required amount and form.
 13. Bid form(s) duly filled in all respects clearly quote the price.
 14. Firm's ISO 9001:2015 Certificate.
2. Once again note that the bidder must ensure that the Bid Form is filled in all respects, without any confusion, there should not be any overwriting, double writing, crossed, additional conditions, and Rates are quoted clearly in digits as well as in words.
3. **Bidder(s) must understand that all payments / transaction shall be made in (PKR) only.**
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.
 1. Valid documentary evidence in support of evaluation and eligibility / qualification criteria.
7. **Eligibility & Mandatory 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.
 1. Bidder shall complete all the terms & conditions of this Bidding Document.
 2. Bidder able to enclose the documents as per clause 6 of this bidding document.
 3. Companies must be available on 'List of Active Tax Payers' of FBR (for Income Tax) and SRB (For Sales Tax) websites.
 - ~~4. The Bidder shall submit an original and one copy of the bid in separate sealed envelope, clearly marking each "ORIGINAL BID" and "COPY OF BID" as appropriate.~~
5. The participating firm must have completed 03 projects (Minimum 40,000 Students) of similar nature of work/setup throughout Pakistan or Sindh at various venues in government/semi- government or educational institutes during the last ten years (Copy of Work order/ contract Agreement and satisfactory certificate duly endorsed from the client must be attached for each project). Joint Venture / Subcontract experience shall not be considered.
6. The participating firm must have their own exam tables & chairs (Min 40000 sets) (Documentary evidence must be attached in colored photos of firm premises affirming custody of items).
7. Average annual turnover in the preceding 3 financial years should not be less than Rs. 15.000 million demonstrated through annual income tax returns and audited statements.
8. Existing and any past service providers are only eligible for bidding upon providing Satisfactory Performance Certificates for respective periods of services from the DUHS Office of the Registrar duly signed and stamped. No other certificates will be accepted for eligibility & participation in the bidding process.
8. **Validity of Bids: -**
- 8.1 Bids shall remain valid for ninety (90) days w.e.f. date of opening of bid. 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/Offers: -

1. Sealed bids/offers to be dropped in the tender box placed at the Dow University of Health Sciences (DMG Campus), Planning & Development Department, Admin. Bldg. (P.E.), DMG Campus, D-11, Road near Civil Hospital Karachi. No later than the time and date specified in the Bid Data Sheet. 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.

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: -

1. The bids shall be opened as mentioned in NIT of deadline for submission of the offer/bid in the presence of the authorized representative(s) of the bidder(s), if they wish to present at the time of opening of bids.
2. In case the date of opening of tender is declared as a Public Holiday by the Government of Sindh or Federal Government or a 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 the same.

12. Rejection / Acceptance of the Bid

1. The Procuring agency shall have the right, at his exclusive discretion, to increase/decrease the quantity of candidates 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).
2. The Tender shall be rejected if it is:
 1. submitted by Joint Venture or Consortium; or
 2. substantially non-responsive in a manner prescribed in this tender documents; or
 3. submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 4. against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.; or

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

unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or

5. with shorter bid validity period; or
6. requisite bid security is not submitted; or
7. the Tenderer refuses to accept the corrected Total Tender Price; or
8. the Tenderer has conflict of interest with the Competent Authority (DUHS); or
9. the Tenderer tries to influence the Tender evaluation / Contract award; or
10. the Tenderer engages in corrupt or fraudulent practices in competing for Contract award; or
11. the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria; or
12. the Tenderer fails to meet the evaluation criteria requirements; or
13. the tenderer has been blacklisted by any public or private sector organization; or
14. 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
15. 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
16. the Tenderer submits any financial conditions as part of its bid which are not in conformity with the tender document; or
17. non-submission of verifiable proofs against the mandatory as well as general documentary, qualification, and eligibility related requirements; or
18. If the rates quoted by vendor are not workable or on the higher side etc.

13. Evaluation of Bids: -

1. Bids/Offers to be evaluated by the Committee constituted by the DUHS for the purpose.
2. 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;
3. The Bids/Offers shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.
4. The bids not responsive to the **MANDATORY ELIGIBILITY CRITERIA** provided at Clause 7 shall not be considered for further Evaluation.
 1. The Bids shall be evaluated on a complete Lot / Group / Package basis reflected in the Bid Form/Price Schedule. Bids for partial / limited item(s) shall not be considered and rejected.
6. Bids not accompanied by the Bid Security of the required amount and form shall be rejected.
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 the 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: -

The bidder whose offered bid is most advantageous 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.

Procuring agency reserve rights to cancel any/all bids, subject to the relevant provisions of SPP Rules 2010 (Amended upto date).

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. Period of Contract: -

17.1 Immediately after the issuance of the work order

17.2 Time completion:

Whole arrangement should be ready in all aspect 02 days before the schedule date. The Scheduled date may be extended 01-week incase of any force mature /other reason.

18. Bid Security / Performance Guarantee: -

1. Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet in the shape of a Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favor 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 to the Financial Proposal. No interest will be paid on Bid Security.
2. The Bid Security of the unsuccessful bidder shall be returned after award of contract or within one week of expiry of bid.
3. The Successful bidder shall submit the Performance Security / Guarantee in the amount specified in the Bid Data Sheet 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. No interest will be paid on Performance Security.
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.
5. 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 obligation

19. Terms & Conditions: -

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).

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.
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.
4. The actual sum to be paid to the contractor whose tender is accepted shall be determined by measuring/counting the work actually done or supplying the actual number of items in accordance with the work order and valuing it at the rates or prices by the contractor in the tender.
5. All prices quoted shall be deemed to include all costs of performing the works, i.e., labor, materials, transportation, income tax, SRB, duties, royalties permit etc. and no claim whatsoever shall be accepted in case of escalation any or all prices entered in B.O.Q.
6. The time allowed for carrying out the work as mentioned in the tender shall be strictly observed and followed by the contractor and considered from the date of commencement of work as mentioned in the work order. In case of delay the firm shall pay as compensation an amount equal to 1% of the total contract amount for every day that the work remains uncompleted or unfinished after the stipulated time or extended time if any for completion up-to maximum of 10% of the total contract amount.
7. The work shall be executed according to the specification / as per the available sample and in accordance with terms and conditions / BOQ as specified in tender documents of the above- referred tender.
8. Concerned authorities of each venue shall be informed if work is required after official office working hours. The firm will furnish the sample in university premises and get it approved by the authorized representative of DUHS before setup. The firm will nominate a Focal Person so that the Consignee can conveniently contact, as and when required.
9. If the supply is not found according to the **specification** and samples provided, it will be rejected at risk and cost of the supplier, and in case the supplier fails to supply the order, the penalty should be imposed as per DUHS decision or the firm will be blacklisted.
10. The qualified firm should arrange samples at their own cost. Once sample is approved then the executions should be done as per approved samples
11. All the tentage (Shamyana+Qanat) shall be in neat, clean and in single color theme as per the approval of the representative of DUHS.
12. All the sound systems must be in appropriate quantity (if not specified) for clear voice recognition at each test venue.
13. Broken tables & chairs shall not acceptable.
14. All the arrangements shall be completed 02-days before the date of the event at each test venue.

20. Payment:-

20. Following documents shall be submitted along with the Invoice:
1. Original Invoice in duplicate.
 2. Copy of the Signed Contract.
 3. Satisfactory job completion certificate.

21. Cancellation of Contract:-

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

21(A) Amount of liquidated damages

If the supply and performance of the work is not found according to the specification and samples provided, it will be rejected at risk and cost to the supplier, and in case the supplier fails to supply the order, the penalty should be imposed as per Inspection Committee decision which is not more than **10%** amount of work order. The same will also be imposed in case of failure in job completion on a specified time period.

22. Termination for Default

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.

23. Force Majeure

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.
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.
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.

24. Termination for Insolvency

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.

25. Termination for Convenience

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.

26. Resolution of Disputes

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 upto date).

27. Governing Language

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.

28. Applicable Law

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 Company Letterhead duly Signed & Stamped) COMPLETE VENUES SETUP FOR MDCAT 2024 ENTRY TEST

BILL OF QUANTITY					
HIRING OF SERVICES FOR AN ARRANGEMENT OF THE MDCAT – 2024 ENTRY TEST EXAM AT VARIOUS VENUES IN THE SINDH PROVINCE					
S.No	Description	Qty	Unit	Rate	Amount

1	a) Pindal for seating: i. Providing, arranging & fixing of Shamiyana + Qanaat with all side closure. ii. Each zone of 500 foam chairs and exam tables having 20 rows of 25 chairs and examination tables with a nose-to-nose distance for each candidate approx. 4 feet from front to back and 4 feet side by side. iii. Each zone must be surrounded by runner carpet. iv. Non-presentable chairs must be covered. v. Provision of 06 pedestal fans /100 candidates with electrical connection to nearest power outlet including lights provision for working & visit of the site after the evening. vi. Complete Sound System for Pindal for announcement facilities with speakers of appropriate quantities in each zone and external areas of venues (for clear voice recognition) & relevant accessories. vii. 04 Invigilator Tables with covers including 05 chairs for each zone. viii. 02 Centralized Paper Collection Counters for all the zones, each comprising of 05 tables & 10 chairs near the stage.	45,000	Per Student							
	b) Stage: (01 main stage for each centre) covered with carpets with 10 persons sofa-seating capacity, center tables, Shamiyana, Qanaat, and pedestal fans with electrical connection. Additional small stages may be provided as per requirement.									
	c) Help Desk: (01 for each centre) separate provision of Shamiyana, Qanaat, carpet, 05 tables with covers including seating for 10 persons with sound system having 02 speakers and fans. Additional help desks may be provided as per requirement.									
	d) Press Area: (01 for each centre) Provision of Shamiyana, Qanaat, carpet, 20 chairs, 02 tables with covers, 04 pedestal fans for press and media personnel.									
	e) First-Aid/Medical Camp: (01 for each centre) Provision of Shamiyana, Qanaat, carpet, 02 tables, 06 chairs, 04 pedestal fans. Additional First Aid/Medical camp may be provided as per requirement.									
	f) VIP Seating area: (01 for each centre) provision of Shamiyana, Qanaat, 20 chairs, 02 tables with covers, 04 pedestal fans, carpeting for VIP refreshment area.									
	g) Female Student checking/search area: Provision of Shamiyana, Qanaat covered from all sides with 01 table & 02 chairs.									
	2					PARENTS SEATING AREA Provision of Shamiyana , Qannat, chairs and Water counter for parents' seating.	10,000	Per Person		
	3					WALK THROUGH GATE Providing, Arranging & fixing walk-through Gates including electrical connection and wire up to nearest power outlet at designated location of Various test venues complete in all respect.	20	No		
	4					METAL DETECTOR Providing Metal detector at various Test venues including all relevant accessories & Power backup at various test venues.	28	No		

S.No	Description	Qty	Unit	Rate	Amount
5	GENERATOR Providing, Arranging & fixing Backup Generator each with capacity of electricity backup for maximum 5,000 candidates with fuel for 06 hour at all test venues.		9 No		
6	Mobile Toilets Providing, Arranging & fixing Mobile toilets with hand washing facility including sewerage disposal provision & storage water tank throughout test duration complete in all respect at any test venue (subject to availability of water).	70	No		
7	Extra Pedestal Fans Providing, Arranging & fixing additional pedestal fans with electrical connections and wire complete in all respect at any test venue with generator.	50	No		
8	CCTV Camera Providing fixing installation & commissioning of CCTV Cameras at Students' test areas & wherever is required. Provision of cameras with cabling, DVR Setup for recording, Monitors including operator & control room.	250	Per Camera		
TOTAL AMOUNT (INCLUDING ALL TAXES)					
Amount In Words					

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: _____

Stamp: _____

To,
Procurement Committee Services

Subject: - HIRING OF SERVICES FOR AN ARRANGEMENT OF THE MDCAT – 2024 ENTRY TEST EXAM AT VARIOUS VENUES IN THE SINDH PROVINCE

1. Having examined the instructions to the tenders, conditions of contract (General conditions and the conditions of particular application), and specifications, bill of quantities and having visited and inspected the site of the above- named works. I/We the undersigned offer to carryout, complete the above works/supplies in conformity with the said instructions to tenders; conditions of work order/contract, specifications, Bill of Quantities, for the following sums or such other sum as may be ascertained in accordance with said conditions.

Rs _____(Rupee)

- 2. We undertake if my/our tender is accepted to commence the works immediately or within one week of recognized of the work order. Also affirm that our firm will complete all the arrangements in all venues 02 days before test date.
- 3. We agree to abide by this tender for a period of 90 days from the date of opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of the said period of 90 days.
- 4. I/We understand that you are not bound to accept the lowest or any tender you may receive and you may reject any or all tenders without assigning any reason.
- 5. We agree that the procuring agency may increase /decrease quantity(s) of any item as per rules and we will responsible to arrange/manage such changes communicated earlier

Signature of Contractor with Seal

INTEGRITY PACK

(AFFIDAVIT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____

Dated: _____

Contract Value: _____ Contract Title: _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ Consultant]** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[Procuring Agency]

[Supplier /Contractor/Consultant]

Final Evaluation Criteria

Criterion Title	Category	Evaluation Heading	Type	Score
7.3 Companies must be available on 'List of Active Tax Payers' of FBR (for Income Tax) and SRB (For Sales Tax) websites	Final Evaluation		Yes/No	0
7.5 The participating firm must have completed 03 projects (Minimum 40,000 Students) of similar nature of work/setup throughout Pakistan or Sindh at various venues in government/semi- government or educational institutes during the last ten years (Copy of Work order/ contract Agreement and satisfactory certificate duly endorsed from the client must be attached for each project). Joint Venture / Subcontract experience shall not be considered.	Final Evaluation		Yes/No	0
7.6 The participating firm must have their own exam tables & chairs (Min 40000 sets) (Documentary evidence must be attached in colored photos of firm premises affirming custody of items).	Final Evaluation		Yes/No	0
7.7 Average annual turnover in the preceding 3 financial years should not be less than Rs. 15.000 million demonstrated through annual income tax returns and audited statements.	Final Evaluation		Yes/No	0
7.8 Existing and any past service providers are only eligible for bidding upon providing Satisfactory Performance Certificates for respective periods of services from the DUHS Office of the Registrar duly signed and stamped. No other certificates will be accepted for eligibility & participation in the bidding process.	Final Evaluation		Yes/No	0

Schedule

Serial No	Description	Quantity	Unit	rate	Amount	E-Catalogue
1	Whole Sitting Area For 45000 Guest	45000	Per Student			NULL
2	PARENTS SEATING AREA Provision of Shamiyana , Oannat, chairs and Water counter for parents' seating.	10000	Per Person			NULL
3	WALK THROUGH GATE Providing, Arranging & fixing walk-through Gates including electrical connection and wire up to nearest power outlet at designated location of Various test venues complete in all respect.	20	NO			NULL
4	METAL DETECTOR Providing Metal detector at various Test venues including all relevant accessories & Power backup at various test venues.	28	NO			NULL
5	GENERATOR Providing, Arranging & fixing Backup Generator each with capacity of electricity backup for maximum 5,000 candidates with fuel for 06 hour at all test venues.	9	NO			NULL
6	Mobile Toilets Providing, Arranging & fixing Mobile toilets with hand washing facility including sewerage disposal provision & storage water tank throughout test duration complete in all respect at any test venue (subject to availability of water).	70	no			NULL
7	Extra Pedestal Fans Providing, Arranging & fixing additional pedestal fans with electrical connections and wire complete in all respect at any test venue with generator.	50	NO			NULL
8	CCTV Camera Providing fixing installation & commissioning of CCTV Cameras at Students' test areas & wherever is required. Provision of cameras with cabling, DVR Setup for recording, Monitors including operator & control room.	250	Per Person			NULL