

	<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

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)

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:	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)
3.	Tender NIT No.	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. Phone No. + 92-21-38771000 (Ext: 5820),
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.

INSTRUCTIONS TO THE BIDDERS / TERMS & CONDITIONS

1. Introduction:-

- 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:-

- Dow University of Health Sciences, Karachi intends to avail **Supply of food & other related items for the MDCAT-2024 entry test at various venues in the Sindh province** from well-reputed Firms / Event Managers / Organizers as and when required during the contract period.
- Scope of work will be inclusive of preparation of food and delivery at the event, logistical arrangements relevant to the planning and execution of the event, etc.
- The maximum limit of the number of candidates would be 43,000 to 45,000
- 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 food arrangement of all the Test centers in Sindh in consultation with the representative of the Procuring agency and as per approved packaging and sampling of food and other items

3. Obtaining of Bidding Document:-

- 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.
- 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 upto date).

5. Instructions to the Bidders:-

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

- Bidder(s) must ensure that the following documents are enclosed with the Proposal.
 - Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;
- 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;
- Pay Order / CDR / Bank Guarantee in respect of required Bid Security;
- Copy of NTN / Income Tax Registration Certificate with Online Verification of Active Tax Payer for Income Tax
- Copy of Sales Tax Registration Certificate with online verification of Active Tax Payer for Sales Tax;
- Attested copy of CNIC of the signatory of the Bid Form;
- Complete profile and history of the Bidder/;
- Audited Financial Statement / Income Tax Return Forms of the bidder for the last three years;
- Complete details of turnover of at least the last three years duly supported with the documentary evidence;
- The original and 04 copy of the bid shall be typed or written in indelible ink (in the case of copies, Photocopies are also 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 Pakistani Rupees (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.
- 6.5.1 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 original and one copy of the bid in separate sealed envelopes, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate.~~
- 7.5. 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.
- 7.6. The participating firm must have completed 02 projects of a similar nature of work throughout Sindh at various venues of food and catering services in government/semi-government or educational institutes during the last 05 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.
- 7.8. The participating firm must be involved in food/catering/canteen business for the last 10 years in Pakistan in any government/semi-government or educational institute (Copy of the Work order/agreement affirming 10 year of experience must be attached)
- 7.9. The firm must submit undertaking over judicial stamp paper of Rs.100/- affirming Non blacklisting of the firm in any Government/Semi- government/Private or Public sector. Also assurance of the entire job to be completed within given time and specifications.
- 7.10. Average annual turnover in the preceding 3 financial years should not be less than Rs. 15,000 million demonstrated through annual income tax returns.
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 (DMC Campus), Planning & Development Department Admin Block 1st Floor DMC Campus, Debe-e-Undu Road near Civil Hospital Karachi, no later than the time and date specified in the Bid Date Sheet. The sealed bids/offers shall be received 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 within one half an hour 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
 5. 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
 6. unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or
 7. with shorter bid validity period; or
 8. requisite bid security is not submitted; or
 9. the Tenderer refuses to accept the corrected Total Tender Price; or
 10. the Tenderer has conflict of interest with the Competent Authority (DUHS); or
 11. the Tenderer tries to influence the Tender evaluation / Contract award; or
 12. the Tenderer engages in corrupt or fraudulent practices in competing for Contract award; or
 13. the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria; or
 14. the Tenderer fails to meet the evaluation criteria requirements; or
 15. the tenderer has been blacklisted by any public or private sector organization; or
 16. 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
 17. 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
 18. the Tenderer submits any financial conditions as part of its bid which are not in conformity with the tender document; or
 19. non-submission of verifiable proofs against the mandatory as well as general documentary, qualification, and eligibility related requirements; or
 20. 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.
- 13.5.1 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 up to 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 favor 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 of food 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.

19.10.1 The qualified firm should arrange samples at their own cost. Once sample is approved then the executions should be done as per the approved samples

11. All the food items shall be in neat, clean packaging as per the approval of the representative of DUHS.
12. All the food & edible items shall be in hygienic, clean and served in a presentable manner as per the approval of the representative of DUHS. All the food & edible items shall be served by the supplier at the quoted price at each test venue
13. 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 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)

BILL OF QUANTITY					
SUPPLY OF FOOD & OTHER RELATED ITEMS FOR THE MDCAT-2024 ENTRY TEST AT VARIOUS VENUES IN THE SINDH PROVINCE.					
S. NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Including all Taxes)
01	MINERAL WATER (500 ml)				
	Providing & Serving sealed 500 ml Plastic Mineral Water bottles (University's based research product approved from procuring agency) for students at various MDCAT test venues of Sindh including transportation & labor complete in all respect.				
	Karachi	56000	No		
	Hyderabad	48000	No		
	Nawabshah	12000	No		
	Larkana	15000	No		
	Sukkur	13000	No		
02	REFRESHMENT FOR STUDENTS				
A	JUICE				
	Providing & Serving sealed Juice 200 ml (smiley Mango or equivalent approved from procuring agency) for students at various MDCAT test venues of Sindh including transportation & labor complete in all respect.				
	Karachi	17000	No		
	Hyderabad	16000	No		
	Nawabshah	4000	No		
	Larkana	4000	No		
	Sukkur	4000	No		
B	BISCUIT				
	Providing & serving non-cream, sweet, half-roll biscuit pack (Hilal Cake / Local brands or equivalent approved from procuring agency) and sweet mint candy (soft mint or approved equivalent) for students at various MDCAT test venues of Sindh including transportation & labor complete in all respect. Samples must be submitted along with bid.				
	Karachi	17000	No		
	Hyderabad	16000	No		
	Nawabshah	4000	No		
	Larkana	4000	No		
	Sukkur	4000	No		
C	CANDY (Local brands Hilal or equivalent approved from procuring agency)				
	Karachi	45000	No		
	Hyderabad	45000	No		
	Nawabshah	12000	No		
	Larkana	12000	No		
	Sukkur	12000	No		

S. NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Including all Taxes)
04	FOOD FOR VIPs				
	Providing & Serving Fresh food (Egg Sandwich, Chicken Patties ,Two (02) Seasonal Fresh Fruits , Tea /Coffee) for VIPs ,VIP serving crockery , transportation & labor (waiter & others) complete in all respect at various MDCAT test venues of Sindh				
	Karachi	100	Person		
	Hyderabad	100	Person		
	Nawabshah	50	Person		
	Larkana	50	Person		
	Sukkur	50	Person		
05	FOOD FOR INVIGILATION STAFF				
	Providing & serving fresh Breakfast, Tea & Lunch in presentable, hygienic, thermopole packing at various MDCAT test venues of Sindh including transportation & labor complete in all respect.				

A	BREAKFAST (01 BREAD OMELETE SANDWICH + 01 FRESH MILK TEA FOR EACH)			
	Karachi	1500	Person	
	Hyderabad	1200	Person	
	Nawabshah	450	Person	
	Larkana	450	Person	
	Sukkur	450	Person	
B	TEA BREAK (01 HALF ROLL, NON-CREAM BICUIT PACK + 01 FRESH MILK TEA AND CHICKEN SAMOSA IN DIPOSABLE PLATES & CUPS FOR EACH)			
	Karachi	1500	Person	
	Hyderabad	1200	Person	
	Nawabshah	450	Person	
	Larkana	450	Person	
	Sukkur	450	Person	
C	LUNCH (01 CHICKEN TIKKA BIRYANI SERVED IN BOXPACK WITH DISPOSABLE SPOON & MINERAL WATER.)			
	Karachi	1500	Person	
	Hyderabad	1200	Person	
	Nawabshah	450	Person	
	Larkana	450	Person	
	Sukkur	450	Person	
TOTAL AMOUNT INCLUDING ALL APPLICABLE TAXES (Rs)				
TOTAL 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: _____

Company Stamp: _____

To,

Procurement Committee Services

Dow University of Health Sciences,

SUBJECT: - 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)

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 2daysbefore 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: _____ Contract Value: _____ Contract Title: _____

Dated: _____

[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
6.1.2 Original Bidding Document purchase receipt or Pay Order of Rs.5,000/- in favor of Dow University of Health Sciences Karachi	Final Evaluation		Yes/No	0
6.1.3 Pay Order / CDR / Bank Guarantee in respect of required Bid Security;	Final Evaluation		Yes/No	0
6.1.4 Copy of NTN / Income Tax Registration Certificate with Online Verification of Active Tax Payer for Income Tax	Final Evaluation		Yes/No	0
6.1.5 Copy of Sales Tax Registration Certificate with online verification of Active Tax Payer for Sales Tax;	Final Evaluation		Yes/No	0
6.1.6 Attested copy of CNIC of the signatory of the Bid Form;	Final Evaluation		Yes/No	0
6.1.7 Complete profile and history of the Bidder/;	Final Evaluation		Yes/No	0
6.1.8 Audited Financial Statement / Income Tax Return Forms of the bidder for the last three years;	Final Evaluation		Yes/No	0
6.1.9 Complete details of turnover of at least the last three years duly supported with the documentary evidence;	Final Evaluation		Yes/No	0
6.1.10 The original and 01 copy of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also 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	Final Evaluation		Yes/No	0
6.1.11 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	Final Evaluation		Yes/No	0
6.1.11 Affidavit on stamp paper duly notarized to the effect that: ii. Any director of the bidder is not awarded any punishment from any Court of Law.	Final Evaluation		Yes/No	0
6.1.11 Affidavit on stamp paper duly notarized to the effect that: 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.	Final Evaluation		Yes/No	0
6.1.13 Bid form(s) duly filled in all respects clearly quote the price.	Final Evaluation		Yes/No	0
6.1.14 Firm's ISO 9001:2015 Certificate.	Final Evaluation		Yes/No	0
6.3 Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.	Final Evaluation		Yes/No	0
6.4 Bidder(s) must work carefully and gross rates to be quoted, including all applicable taxes and also incorporate the impact of Sales Tax. Procuring agency shall made payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any.	Final Evaluation		Yes/No	0
6.5.1 Valid documentary evidence in support of evaluation and eligibility / qualification criteria.	Final Evaluation		Yes/No	0

Schedule

serial no	Description	Quantity	unit	rate	Amount	E-Catalogue
1	MINERAL WATER (500 ml) Karachi	56000	NO			NULL
2	MINERAL WATER (500 ml) hyserabad	48000	no			NULL
3	MINERAL WATER (500 ml) nawabshsh	12000	NO			NULL
4	MINERAL WATER (500 ml) larkana	15000	No			NULL
5	MINERAL WATER (500 ml) Sukkur	13000	No			NULL
6	REFRESHMENT FOR STUDENTS JUICE karachi	17000	No			NULL
7	REFRESHMENT FOR STUDENTS JUICE hyd	16000	No			NULL
8	REFRESHMENT FOR STUDENTS JUICE Nawabshah	4000	No			NULL
9	REFRESHMENT FOR STUDENTS JUICE Sukkur	4000	NO			NULL
10	REFRESHMENT FOR STUDENTS JUICE LRK	4000	No			NULL
11	REFRESHMENT FOR STUDENTS Biscut karachi	17000	No			NULL
12	REFRESHMENT FOR STUDENTS Biscut hyd	16000	No			NULL
13	REFRESHMENT FOR STUDENTS biscut Nawabshah	4000	No			NULL
14	REFRESHMENT FOR STUDENTS Larkana	4000	NO			NULL
15	REFRESHMENT FOR STUDENTS biscut Sukkur	4000	NO			NULL

serial no	Description	Quantity	unit	rate	Amount	E-Catalogue
16	REFRESHMENT FOR STUDENTS candy Karachi	45000	NO			NULL
17	REFRESHMENT FOR STUDENTS candy HYD	45000	NO			NULL
18	REFRESHMENT FOR STUDENTS candy Nawabshah	12000	NO			NULL
19	REFRESHMENT FOR STUDENTS candy Lark	12000	NO			NULL
20	REFRESHMENT FOR STUDENTS candy Sukkur	12000	NO			NULL
21	FOOD FOR VIPs karachi	100	NO			NULL
22	FOOD FOR VIPs hyd	100	NO			NULL
23	FOOD FOR VIPs nawabshah	50	No			NULL
24	FOOD FOR VIPs larkana	50	NO			NULL
25	FOOD FOR VIPs sukkur	50	NO			NULL
26	FOOD FOR INVIGILATION STAFF Breakfast karachi	1500	NO			NULL
27	FOOD FOR INVIGILATION STAFF breakfast hyd	1200	NO			NULL
28	FOOD FOR INVIGILATION STAFF breakfast nawabshah	450	NO			NULL
29	FOOD FOR INVIGILATION STAFF breakfast larkana	450	NO			NULL
30	FOOD FOR INVIGILATION STAFF Breakfast sukkur	450	no			NULL
31	FOOD FOR INVIGILATION STAFF TEA BREAK (01 HALF ROLL, NON-CREAM BICUIT PACK + 01 FRESH MILK TEA AND CHICKEN SAMOSA IN DIPOSABLE PLATES & CUPS FOR EACH) karachi	1500	No			NULL
32	FOOD FOR INVIGILATION STAFF TEA BREAK (01 HALF ROLL, NON-CREAM BICUIT PACK + 01 FRESH MILK TEA AND CHICKEN SAMOSA IN DIPOSABLE PLATES & CUPS FOR EACH) hyd	1200	No			NULL
33	FOOD FOR INVIGILATION STAFF TEA BREAK (01 HALF ROLL, NON-CREAM BICUIT PACK + 01 FRESH MILK TEA AND CHICKEN SAMOSA IN DIPOSABLE PLATES & CUPS FOR EACH) nawabshah	450	NO			NULL
34	FOOD FOR INVIGILATION STAFF TEA BREAK (01 HALF ROLL, NON-CREAM BICUIT PACK + 01 FRESH MILK TEA AND CHICKEN SAMOSA IN DIPOSABLE PLATES & CUPS FOR EACH) Larkana	450	NO			NULL
35	FOOD FOR INVIGILATION STAFF TEA BREAK (01 HALF ROLL, NON-CREAM BICUIT PACK + 01 FRESH MILK TEA AND CHICKEN SAMOSA IN DIPOSABLE PLATES & CUPS FOR EACH) sukkur	450	NO			NULL
36	FOOD FOR INVIGILATION STAFF LUNCH (01 CHICKEN TIKKA BIRYANI SERVED IN BOXPACK WITH DISPOSABLE SPOON & MINERAL WATER.) Karachi	1500	No			NULL
37	FOOD FOR INVIGILATION STAFF LUNCH (01 CHICKEN TIKKA BIRYANI SERVED IN BOXPACK WITH DISPOSABLE SPOON & MINERAL WATER.) hyd	1200	NO			NULL
38	FOOD FOR INVIGILATION STAFF LUNCH (01 CHICKEN TIKKA BIRYANI SERVED IN BOXPACK WITH DISPOSABLE SPOON & MINERAL WATER.) nawabsha	450	NO			NULL
39	FOOD FOR INVIGILATION STAFF LUNCH (01 CHICKEN TIKKA BIRYANI SERVED IN BOXPACK WITH DISPOSABLE SPOON & MINERAL WATER.) Sukkur	450	No			NULL
40	FOOD FOR INVIGILATION STAFF LUNCH (01 CHICKEN TIKKA BIRYANI SERVED IN BOXPACK WITH DISPOSABLE SPOON & MINERAL WATER.) Larkana	450	NO			NULL