

**LIAQUAT UNIVERSITY OF  
MEDICAL & HEALTH SCIENCES  
JAMSHORO**

**ISO 9001:2008 CERTIFIED**



**TENDER PROPOSAL**

**FOR**  
**CATEGORY - B**  
Expression of Interest

1. Running of Medical Stores on Rental Basis at Various Locations, LUMHS, Jamshoro.
2. Running of General Store on Rental Basis at Various Location LUMHS, Jamshoro.

ISSUED TO M/S: \_\_\_\_\_

**LIAQUAT UNIVERSITY**  
OF MEDICAL & HEALTH SCIENCES, JAMSHORO, SINDH – PAKISTAN  
URL: [www.lumhs.edu.pk](http://www.lumhs.edu.pk)

PURCHASE &amp; STORE SECTION

Email: [storesection@lumhs.edu.pk](mailto:storesection@lumhs.edu.pk) “SAY NO TO CORRUPTION”

**EXPRESSION OF INTEREST**

All the interested parties / service providers / Contractors meeting eligibility criteria, viz. having registration with Federal Board of Revenue (FBR) for Income Tax and Sindh Revenue board along tax returns of last three years are invited to participate in following various Services (categories) on rental basis for the following: on “Single Stage One Envelope” procedure as per SPPRA Rules 2010 (amended up to date).

S.#	Name of Work	Fee	Rental Period	Earnest Money 5%	Date of Purchase	Date & Time of Submission of Bids	Date & Time of Opening of Bids
<b>CATEGORY - A</b>							
1	Running of Canteens on Rental Basis at various locations, LUMHS Jamshoro.	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	03-08-2022 11:00 AM	03-08-2022 11:30 AM
2.	Running of Super Store / Mart on Rental Basis at Girls Hostel, LUMHS Jamshoro.	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	03-08-2022 11:00 AM	03-08-2022 12:00 NOON
<b>CATEGORY - B</b>							
2	Running of Medical Stores on Rental Basis at various locations, LUMHS Jamshoro	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	04-08-2022 11:00 AM	04-08-2022 11:30AM
3	Running of General Stores on Rental Basis at various locations, LUMHS Jamshoro	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	04-08-2022 11:00 AM	04-08-2022 12:00 NOON
<b>CATEGORY – C</b>							
4	Running of Dry Cleaners on Rental Basis at various Hostels, LUMHS Jamshoro	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	08-08-2022 11:00 AM	08-08-2022 11:30AM
5	Running of Shops on Rental Basis at various locations, LUMHS Jamshoro	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	08-08-2022 11:00 AM	08-08-2022 12:00 NOON
<b>CATEGORY - D</b>							
6	Running of Messes on Rental Basis at various locations, LUMHS Jamshoro	2,000/-	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	09-08-2022 11:00 AM	09-08-2022 11:30 AM

7	Running of various Shops on Rental Basis at Railway Phatak Shopping Centre, LUMHS, Jamshoro	2,000	01 Year	5% of Bid Cost	14-07-2022 to 02-08-2022	09-08-2022 11:00 AM	09-08-2022 12:00 NOON
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The terms and conditions are given as under: -

01. The parties / caterers should have at least 02 years' successful experience of same service of any university or large organization along with satisfactory certificate issued by the department
02. Affidavit on Rs. 100/- Non Judicial Stamp Paper declaring that the firm has never been Black Listed by any Govt./Semi Govt. Autonomous body or organization.
03. Affidavit of the contractor / firm that firm is not involved in any litigation / Departmental rift / abandoned or unnecessary delay in completion or any work in the Government / Private organization.
04. Details of turnover (including in terms of rupees) at least two years that average turnover should not be less than 1.0 million per year as per annual returns & Financial status assessment, the firm is required to submit latest Bank statement along with financial transaction of last three years
05. The proposals can be purchased from office of the Incharge Purchase and Store Section or can be downloaded from University website [www.lumhs.edu.pk](http://www.lumhs.edu.pk) on the payment noted above in shape of pay Order/ demand draft (non-refundable) on any working day except the day of opening of proposal.
06. The sealed proposal on prescribed proforma alongwith earnest money in the form of Pay Order in favour of the Vice Chancellor LUMHS Jamshoro by 02-08-2022 up to 3.00 (P.M) and will be opened on as per mentioned above in respective office, in presence of the parties / caterers / bidder's representatives, who so ever will be present at that time. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender 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.
07. The Bid validity of Tender is 90 days.
08. The Bidding Shall be on Single Stage One Envelop procedure should contain proposals and (rates) in Pak Rupees alongwith Earnest Money 5% on bid amount in the shape of pay order / Demand Draft (Refundable to unsuccessful bidders) in favour of Vice Chancellor, LUMHS, Jamshoro.
09. Documents must reach on the address mentioned below,

**Address: - Chairman, Central Purchase Committee / Additional Director, IPRS, LUMHS Jamshoro**

Telephone No. : 022-9213350

E-mail Address : [storesection@lumhs.edu.pk](mailto:storesection@lumhs.edu.pk)

9. The Procuring Agency may reject / cancelled any or all applications subject to the relevant provisions of Sindh Public Procurement Rules 2010 amended up to date.
10. Applicants of blacklisted firms shall not be considered.

Chairman,  
Central Procurement Committee,  
LUMHS Jamshoro

## BIDDING DATA FOR CATEGORY B

- (a) **Name & Address of the Procuring Agency:** LIAQUAT UNIVERSITY OF MEDICAL AND HEALTH SCIENCES, JAMSHORO.
- (b) **Brief Description of Works:**
1. **Running of Medical Stores on Rental Basis at Various Locations, LUMHS, Jamshoro.**
  2. **Running of General Store on Rental Basis at Various Locations, LUMHS, Jamshoro.**
- (c) **Amount of Bid Security** 5% of Total Annual Rent offered.
- (d) **Performance Security Deposit** 10% of Total Annual Rent offered.
- (e) **Period of Bid Validity** 90 days
- (f) **Deadline of submission of Bids Alongwith time:** As notified in NIT
- (g) **Venue, Date & Time of Bid Opening:** As notified in NIT
- (h) **Time for Completion from written order of Commence:** 12 Months (One Year)
- (i) **Stamp Duty:** 0.35% or notified by the Gov. of Sindh, will be paid by successful bidder as stamp duty.

- (j) **Eligibility Criteria**
- (i) 02 years' relevant work experience as a contractor.
  - (ii) Contractor must have work experience in any other government department.
  - (iii) Turn-over of last two years that average turnover of last three years should not be less than one (01) million.
  - (iv) Registration with Federal Board of Revenue(FBR), for Income Tax and Sales Tax Registration with the Sindh Revenue Board(SRB) for procurement of services
  - (v) An Affidavit on Stamp Paper that the firm has never been Blacklisted
  - (vi) Contract will be awarded who offer higher monthly rent on terms & conditions mentioned in the bidding documents
  - (vii) In case of extension of contract for further one year rent will be increased by10%.
- (k) **SelectionCriteria**
- Eligible / Qualified Bidders who will offer the highest Annual / Monthly Rent will be selected / recommended for award of contract.

**(l) Other Terms & Conditions:**

**(a) Under following conditions bid can be rejected;**

- (i) Partial/Incomplete/Conditional bid and bid without earnest money/Bid security shall not be considered .
- (ii) Bids not accompanied by bid security of 5% Total Annual Rent offered.
- (iii) Bids should not be received after specified date and time.
- (iv) Bid must be signed, named & stamped by the authorized person of the firm / Company along with authorized letter.
- (v) Black listed firms / companies will not be entertained.
- (vi) Bidders are advised that before filling the bidding documents all pages of bidding document should carefully be checked. If any page(s)/paper(s) of bidding documents are found missing that can be downloaded from the official website of this University and SPPRA, and can also be obtained from the Incharge, Purchase & Store Section, LUMHS, Jamshoro.

**(m) Responsive Bidder is required to submit following documents with their bid:**

- (i) 02 years' relevant work experience as a Contractor. (Provide credible documentary evidence)
- (ii) List of similar assignments completed in any other government department. (Attach list of present and past clients)
- (iii) Financial Statement and income tax returns for the last 03 years as per FBR records
- (iv) Turn-over of at least two years that average turnover of last three years should not be less than Rs. One (01) million.
- (v) Copy of CNIC /Establishment of Firm/ Company etc.
- (vi) Proof of Registration of NTN and SRB.

For any query and clarification about this tender, bidder may contact the Incharge, Purchase Store Section LUMHS Jamshoro in working hours.

**LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES JAMSHORO.**

**ProformatobefilledbytheContractor**

**NameoftheCompany/Contractor:** \_\_\_\_\_

**DateofEstablishment:** \_\_\_\_\_

**CorporateStatus:** \_\_\_\_\_

**Owner / Proprietor / MD /  
CEName:** \_\_\_\_\_

**OwnerCNICNo.** \_\_\_\_\_

**MailingAddress:** \_\_\_\_\_

**ContactNo(s).** \_\_\_\_\_

**CellNo(s).** \_\_\_\_\_

**EmailAddress:** \_\_\_\_\_

**NTNNo.** \_\_\_\_\_

**SSTNo.** \_\_\_\_\_

**BankName&AccountNo.** \_\_\_\_\_

**AnnualRentOffered** \_\_\_\_\_ **RsinFigure** \_\_\_\_\_

**Rsin Word** \_\_\_\_\_

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<b>Company'sStamp</b>	<b>Signature</b>

## **TERMS AND CONDITIONS OF CONTRACT**

### **LUMHS JAMSHORO CATEGORY –B**

1. Contractor will bring/provide the following items/accessories:
  - a. Deep Freezer & Refrigerator
  - b. Fitting shelf furniture & fixture.
  - c. Computer along with all accessories
  - d. Split Air Conditioners (as per required)
  - e. Internet, Telephone
  - f. Any other items required by Medical / Pharmacy
2. University will provide the following facilities:
  - a. Shops Space
  - b. Water (without any charges)
3. Contractor shall pay bill for the electricity / Gas consumed on monthly basis as per sub meter consumption of units reflected at Sub meter which is to be charged at the Tariff rate.
4. All the (applicable) government taxes (income tax / Sindh sales tax (if applicable) paid by contractor as per govt notifications issued time to time.
5. Contractor will be responsible for repair maintenance of Furniture, electric, sanitary fixtures and equipment etc if any damage.
6. Medical Store / General Store will be kept on daily schedule provide by Registrar LUMHS Jamshoro,
7. Medical Store Certificate is required from Pharmacy Council or equivalent as per rules where applicable.
8. The Contractor for running of Medical Store / General Store on Rental basis 10% security deposit will remain to the University as Security and will be refunded on the expiry of contract, after deduction for damage or loss if any.
9. The Medical Store / Pharmacy will be run in accordance with the provision of drugs act and other rules, regulations there under.
10. Medicines in the Medical Store shall have sufficient shelf life. Medicines with less than 06 months expiry date will not be sold in the Medical Store.
11. All vaccines/insulin's /medicines which require refrigeration will be kept in refrigerators.



- 12.** LUMHS authority or any other nominated officer/official can check the Medicines/shelf life, etc.
- 13.** The Medical Store/Pharmacy will be managed by a qualified Pharmacist and the Pharmacy / Medical Store will be organized, managed and run on modern scientific lines.
- 14.** The Medical Store / General Store will be given discount as per government policy.
- 15.** The Medical Store/ Pharmacy room will be used exclusively for the storage and sale of medicines, medical surgical supplies. No eatable / general item supplies would be sold on the medical store/ Pharmacy.
- 16.** The licensee will make available all the essential drugs as per list approved by the Health Department, Government of Sindh as well other commonly used medicines surgical and related items.
- 17.** Any dispute concerning this agreement/conditions including interpretation of any terms of this agreement shall be referred for the decision to the competent authority, who shall be sole arbitrator.
- 18.** If the contractor, licensee or his employees, sub agents misuse the space or the area, this agreement will stand rescinded.
- 19.** The Contractor shall be responsible to keep the Medical Store / Pharmacy clean the tidy.
- 20.** The Contract money of rent will be deposited on due date every month in advance.

21. The contract will be for a term of equivalent of academic one year subject to satisfactory performance, if extension will remain for second year rent shall be increased annually @ 10% per annum on amount last year paid. Contractor shall pay rent to LUMHS on monthly basis through Pay order / Demand Draft in favour of Vice Chancellor, LUMHS, Jamshoro on or before day 5<sup>th</sup> of each month in advance according to English Calendar.
22. The Authority reserves the right to terminate the contract at any time on 30 days' notice subject to continues complains & provide substandard services as observed by food and service committee. However, the contractor will give 01-month notice in writing if he desires to vacate the shops before the expiry of the contract otherwise security deposit will be forfeited.
23. **Quality and Service.**
  - a) Contractor will ensure to serve fresh items at all times.
  - b) Management/Food and Service Committee and Contractor will mutually decide rates of items, which are not included in price list.
  - c) Contractor will be responsible for cleaning, dusting of premises of shops
  - d) To display the rate list at the Entrance and counter.
  - e) Contractor will be responsible for follow the covid-19 SOPs as government orders
24. Contractor will be responsible for keeping the entire medical store / general store premises neat and clean. A penalty of **Rs. 2,000/-** will be charged if any complaint will be noted during the surprise visit of the management.
25. The contractor will not be allowed to sub-let the shop to any other firm(s)/person(s) or contractor(s).
26. The proposed rate list is attached for general store
27. Market rate of general items i.e. mineral water, juices, cold drink, biscuit set etc. be used and no excess rates be accepted.
28. Closing of the medical store / general store after duly checking all equipments like Gas valve, Electrical Equipment, etc
29. Strictly adhering to the Fumigation and other cleaning schedules as decided by the management from time to time
30. Maintaining the workplace in a clean and hygienic manner.
31. Weekly cleaning of all upholstered furniture, periodic shampooing, high dusting and skirting, cleaning as required.
32. It is clearly agreed and understood that all staff deputed by contractor for this

contract will be fulfilling the age criteria as per the Labour Act of Government of Sindh.

- 33.** The Contractor/Firm will abide by all instructions / suggestions etc., given to you either by the Monitoring Committee /Incharge or any other person nominated by the Vice Chancellor/Registrar regarding the services to be rendered under this contract
- 34.** This contract is initially for one year extendable for one year and it may be terminated earlier by either side by giving 30 days' notice. However, University reserves right to terminate this contract earlier without assigning any reason and notice thereof. If the services are unsatisfactory at any time, we reserve the right to withhold any or part payments that are to be made to you.
- 35.** In case of any dispute, the decision of the Vice-Chancellor will be final.
- 36.** For all legal disputes and Jurisdiction is Jamshoro/Kotri.

## Financial Proposal of Rent Schedule

1. Running of Medical Stores on Rental Basis at Various Locations, LUMHS, Jamshoro.

S.NO	NAME OF WORK / Location	RATE PER MONTH	RATE PER YEAR (PER Month RATE X12)	TOTAL
01.	Medical Store at Campus Shopping Centre, LUMHS, Jamshoro. (Shop # 7)			
03.	Medical Store at Campus Shopping Centre, LUMHS, Jamshoro. (Shop # 9)			
04.	Medical Store at Campus Shopping Centre, LUMHS, Jamshoro. (Shop # 10)			
Note: <b>Highest Evaluated</b> ” bid(s) will be accepted.				

**NOTE:** Minimum rent of the Medical Store is Rs. 15,000/- Bids received for less than minimum rent will not be considered selection of suitable party will be made purely on merit basis.

**ANNUALRENT OFFERED(IN WORDS)**

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Signatureofcontractor & seal

Signatureof Chairman Central Purchase  
Committee

## Financial Proposal of Rent Schedule

### 2. Running of General Stores at Various Locations LUMHS Jamshoro.

S.NO	NAME OF WORK / Location	RATE PER MONTH	RATE PER YEAR (PER Month RATE X12)	TOTAL
01.	General Store at Aisha Siddiqua Girls Hostel, LUMHS Jamshoro (Shop No. 01)			
02.	General Store at Aisha Siddiqua Girls Hostel, LUMHS Jamshoro (Shop No. 02 )			
03.	General Store at Zaibunisa Girls Hostel, LUMHS Jamshoro			
04.	General Store at Prof. Razia Ansari Girls Hostel, LUMHS Jamshoro			
05.	General Store at Fatimatul Zuhera Girls Hostel, LUMHS Jamshoro			
06.	General Store at Rida Fatima Girls Hostel, LUMHS Jamshoro (Shop No. 1)			
07.	General Store at Rida Fatima Girls Hostel, LUMHS Jamshoro (Shop No. 2)			
Note: <b>Highest Evaluated”</b> bid(s) will be accepted.				

**NOTE:** Minimum rent of the General Store is Rs. 8,000/- Bids received for less than minimum rent will not be considered selection of suitable party will be made purely on merit basis.

**ANNUALRENT OFFERED(IN WORDS)**

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Signatureofcontractor & seal

Signatureof Chairman Central Purchase  
Committee

### BID EVALUATION CRITERIA

S. No.	Details	Maximum Marks	Contractor Marks
1	Relevant Experience in Medical Store / General Store management for two years (10 marks for each one year)	20	
2	Financial Capabilities (Evidence of Cash in Hand, Credit, current Bank Balance) Bank account statement for last Three years (20 Marks for each one year)	40	
3	Understanding of Assignment for operation, running of the Medical Store / General Store (10 Marks)	20	
4	Proposed Methodology for operations of the Medical Store / General Store (10 Marks)	20	

**Note: Minimum 60 marks should be obtained by the bidder for technical qualification**

# FORM OF PERFORMANCE SECURITY

(Bank Guarantee/Insurance Bond)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

Name of Guarantor (Bank/Approved Insurance Company) with address: \_\_\_\_\_

Name of Principal (Contractor) with address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Penal Sum of Security (express in words and figures)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the

\_\_\_\_\_ (hereinafter called the "Owner") in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Owner, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Owner's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original term of the said Documents and any extension thereof that may be granted by the Owner, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Sub-Clause 8.7, Project Condition at End of Term,, , of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writings shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Owner without delay upon the Owner's first written demand without cavil or arguments and without requiring the Owner to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Owner's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Owner's designated Bank & Account Number.

PROVIDED ALSO THAT the Owner shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contractor has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Owner forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank/Approved Insurance Co.)

Witness:

1. \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

Name \_\_\_\_\_

Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Corporate Guarantor (Seal)



## FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called the Owner) has entered into a Contract for \_\_\_\_\_

\_\_\_\_\_ (Particulars of Contract), with

\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Owner has agreed to give advance to the Contractor, at the Contractor's request, an amount of \_\_\_\_\_ (Rs. \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Owner has asked the Contractor to furnish Guarantee to secure advance payment for performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Owner agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Owner for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Owner shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Owner to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This guarantee shall expire not later than \_\_\_\_\_ by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

\_\_\_\_\_  
Guarantor(Bank)

Witness:

1. \_\_\_\_\_

Signature\_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary(Seal)

Name\_\_\_\_\_

Title\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Corporate Guarantor(Seal)

## **CONTRACT AGREEMENT**

THIS AGREEMENT made the day of 20 between **Liaquat University of Medical & Health Sciences Jamshoro** (hereinafter called “the Procuring agency”) of the one part and **M/s.**

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(“hereinafter called the Contractor”), of the other part:

WHEREAS the Procuring agency invited bids from interested contractors to run \_\_\_\_\_ **on Rental Basis at LUMHS vide Tender No. LUMHS/PSS/1910/ 2022-23** and has accepted a bid on the terms and conditions hereinafter appearing to run the Medical Store / General Store in the sum of **Rs. \_\_\_\_\_** ( here in after called “the Contract Price”).

### **NOW THIS INDENTURE WITNESSETH AS UNDER:**

The contract shall be applicable for a period of One (01) Year with effect from the date of signing of contract. It can be renewable for another year by mutual agreement based on terms and conditions as stated in this bidding document. Such extension is subjected upon satisfactory performance and by approval of competent authority. However, the contract may be terminated by the Procuring agency without assigning any reason at anytime on 30 days’ notice.

A. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of Contract referred to.

B. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) Bidding Documents;
- b) Contract Agreement;
- c) Letter of Acceptance / Notification for award of work;
- d) Work Order;
- f) The Price Schedule submitted by the Bidder;
- g) The Fixed items rate list;

C. In consideration of the payments to be made to the Procuring agency by the Contractor as here in after mentioned, the Contractor hereby covenants with the Procuring agency to provide the services against the space occupied and to remedy defects therein in conformity in all respects with the provisions of the Contract.

1. That the Contractor shall provide good quality items to the students and staff of LUMHS University, Jamshoro in accordance with the rates and specifications approved by the University's Central Purchase Committee in the schedule.
2. That the Contractor will provide the list of working staff along with their CNIC copies. All the working staff must be vaccinated against COVID-19.
3. That the contractor is liable to get the University pass made for him /her and his/her staff.
4. All the (applicable) government taxes (income tax / Sindh sales tax (if applicable) paid by contractor as per govt notification issued time to time.
5. That the Employment of child labor is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
6. That the contractor shall be responsible for the **conduct and behavior** of his staff. The staff/service boys should keep themselves neat and clean. The staff appointed should have the basic knowledge of personal hygiene.
7. That the University's Committee shall visit periodically to check and inspect and contractor will be bound to follow the recommendations and guidelines of the committee.
8. That the Contractor will be responsible for any damages to the equipment and for the repair and maintenance of Furniture & Fixtures if any damages is caused by him. If such damage is done by students, the contractor is bound to report immediately to Registrar LUMHS Jamshoro
9. That the contractor shall operate the Medical Store / General Store during working days as per the schedule provided by the concerned department/ Registrar Office & as per the University policy. However, it must be opened for faculty and admin staff during vacations/ semester breaks.
10. That the Contractor has to submit **10% of total Annual Rent offered as a Performance Security deposit** in shape of Call Deposit/Pay order/Bank Guarantee issued by any scheduled bank of Pakistani in favor of LUMHS University Jamshoro which will be held and returned after the expiry of contract, after deduction for damage or loss if any or arrears of rent and utilities.
11. That the Contractor will pay monthly rent **Rs. \_\_\_\_\_** as on **1<sup>st</sup> week of each month** in advance to Director Finance LUMHS Jamshoro.
  1. The Contractor shall be applicable for a period one (01) year. It can be extended by mutual agreement based on terms and conditions as stated in the bidding document and contract agreement signed by both parties. However, such extension is subjected upon satisfactory performance and by approval of competent authority.
  2. The further extension of one year annual contract increased in the rent will be 10% per anum.
  3. That the Contractor shall pay bill for the electricity / Gas consumed on monthly basis as per meter consumption to be charged at the Tariff rate paid by LUMHS or SSGC/HESCO.
  4. That the contractor will not be allowed to sublet the work to any other firm (s) / person (s) or contractor(s).
  5. That the University's Management shall not be responsible in any way for the safety of the articles belonging to the Contractor. The contractor himself is responsible for the safety of his articles belonging to him.

6. That the, in case of failing to fulfil any of the obligations of the contract at any time during the contract period, action deemed fit including termination of contract/ black listing of the firm/ forfeiting of the security money shall be taken by the Management against the contractor.
7. That the inventory of electric fitting is the responsibility of the University which shall be verified by the Contractor.
8. That the contractor shall not use the space and infrastructure for marketing of any product without getting approval from University Management.
9. That the contractor will report immediately to Registrar LUMHS about any political and religious activities i.e. Poster, Panaflex, etc. in the canteen / super store / mart premises.
10. Except where otherwise provided in this contract all queries, and disputes relating to the interpretation of the deed of contract or any other questions, matters or things arising out of the terms of the contractor after the expiry or termination of the contract due to some other reason, shall be referred to the Vice Chancellor of LUMHS University, Jamshoro for arbitration in the manner provided by the law relating to arbitration for the time being enforce. After such investigation as the Vice Chancellor deems fit, he shall deliver his words which shall be final, conclusive and shall be binding on the parties hereto.
11. LUMHS University is a “SMOKEFREECAMPUS”, hence sale and use of tobacco is prohibited.
12. That the Contractor will abide by all the above clauses of the agreement & the instructions which will be issued from time to time by the University Management, in case of the failure / violation, the minor / major penalty may be imposed recommended by the University’s Committee and by the approval of Competent Authority accordingly.

**Signature of the Contractor**

**Signature of the Procuring Agency**

\_\_\_\_\_  
**Signature&Stamp**

AuthorizedPerson:

Designation:

\_\_\_\_\_  
**Signature&Stamp**

AuthorizedPerson:

Designation:

**WITNESS:**

**WITNESS:**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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