

# Tender Document

Tender No. 124102023-1

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## PROVISIONING OF JANITORIAL SERVICES FOR PUNJAB PUBLIC PRIVATE PARTNERSHIP AUTHORITY (P4A) UNDER FRAMEWORK CONTRACT

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**Public Private Partnership Authority (P4P)**

**P&D Board, Government of Punjab**

2nd Floor Cricket House, 20-A Shadman Colony Jail Road, Lahore, Pakistan

Phone: (+ 92) (42) (99206430)

URL: <https://p4a.punjab.gov.pk/>

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**Important Note:**

Bidders must ensure that they shall submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

**Applicability of Punjab Procurement Rules, 2014**

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

## **1. Invitation to Bid**

### **1.1 PPRA Rules to be followed**

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website.

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

### **1.2 Mode of Advertisement(s)**

As per Rule 12(1), this Tender is being placed online at PPRA's website.

The tender document is available on the official website of P4A and PPRA, Government of the Punjab.

<https://ppra.punjab.gov.pk/> <https://p4a.punjab.gov.pk/>

All prospective bidders are required to download Tender Document free of cost from the above given website.

### **1.3 Type of Open Competitive Bidding**

As per Rule 38(2)(a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- (ii) the envelopes shall be marked as **"Financial Proposal"** and **"Technical Proposal"**;
- (iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically non responsive shall be returned un-opened to the respective bidders; and
- (viii) the lowest evaluated bidder shall be awarded the contract.

## **2. Bidding Details (Instructions to Bidders)**

All bids must be accompanied by Bid Security (Earnest Money), as part of financial bid and as per provisions of the clause "Bid Security" of this document in favor of "**Punjab Public Private Partnership Authority (P4P)**". The complete bids as per required under this tender document, must be delivered at reception of Punjab Public Private Partnership Authority (P4P), 2nd Floor Cricket House, 20-A Shadman Colony Jail Road, Lahore, Pakistan, not later than **1100 hours** on last date of submission of bids i.e., **08<sup>th</sup> November, 2023 (Wednesday)**, late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Public Private Partnership Authority (P4P), 2nd Floor Cricket House, 20-A Shadman Colony Jail Road, Lahore, at **1130 hours** on **08<sup>th</sup> November, 2023 (Wednesday)**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the scope of work must be received in writing to the Purchaser till **29<sup>th</sup> October, 2023** on given email address. Any query received after said date may not be entertained. All queries shall be responded to within due time.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids and optional bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding "Determination of Responsiveness of Bid" and "Rejection / Acceptance of the Tender" for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary & Secondary Contact details for all correspondence in relation to this bid is as follows:

**Primary Contact**

**Usman Ghani**

Manager Admin

**Email:** [Ma@ppppa.punjab.gov.pk](mailto:Ma@ppppa.punjab.gov.pk)

2nd Floor Cricket House, 20-A Shadman Colony Jail Road, Lahore, Pakistan.

**Secondary Contact**

**Akbar Ali Rabbani**

Procurement Specialist

**Email:** [proc.specialist@p4a.punjab.gov.pk](mailto:proc.specialist@p4a.punjab.gov.pk)

2nd Floor Cricket House, 20-A Shadman Colony Jail Road, Lahore, Pakistan

Bidders should note that during the period from the receipt of the bid and until further notice from the above mentioned Contact, all queries should be communicated in writing (e-mail) only.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

## TERMS AND CONDITIONS OF THE TENDER

### 3. Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1 "Authorized Representative" means any representative appointed, from time to time, by the Purchaser, the Purchaser or the Contractor.
- 3.2 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.3 "Bidder" means the interested Firm/Company/Supplier/Distributors that may provide or provides the services required under clause-6 of this tender document to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.4 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.5 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.6 "Contractor / Vendor" means the Bidder whose bid has been accepted and awarded Letter of Intent for a specific item followed by the signing of Contract.
- 3.7 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.8 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Services in question.
- 3.9 "Day" means calendar day.
- 3.10 "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- 3.11 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.12 "Prescribed" means prescribed in the Tender Document.
- 3.13 "Purchaser" means the Punjab Public Private Partnership Authority (P4P) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.14 "Services" means the services provided / required under the clause (6).
- 3.15 "Origin" shall be considered to be the place where the Services are provided. The origin of Services is distinct from the nationality of the Contractor.
- 3.16 "Works" means work to be done by the Contractor under the Contract.
- 3.17 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

#### **4. Headings and Titles**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

#### **5. Notice**

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Purchaser, the same shall be:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

#### **6. Tender Scope**

Detailed Scope of work is attached at **Annexure "A"**.

#### **7. Tender Eligibility/ Qualification Criteria**

Eligible Bidder is a Bidder who:

7.1 has a registered/incorporated company/firm in Pakistan with relevant business experience (i.e. Govt. Organizations, Large Multinational Companies & Banks etc.) of last **five (5) years** as on;

7.2 Has valid Registration of Sales Tax (ST) & National Tax Number (NTN).

7.3 Has submitted bid for complete requirement with relevant bid security.

7.4 Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on duly attested Stamp Paper amounting Rs.100)

7.5 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7.6 Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.

a. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

b. "Origin" shall be considered to be the place from which the Services are provided.

**NOTE:** Verifiable proof for all the above shall be mandatory. Non-submission may cause disqualification of the bidder for any further process.

#### **8. Tender Cost**

The Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

#### **9. Joint Venture / Consortium**

Joint venture / consortium are not eligible for this tender.

## **10. Examination of the Tender Document**

The Bidder is expected to examine the Tender Document, including all instructions and terms and Condition.

## **11. Clarification of the Tender Document**

The Bidder may require further information or clarification of the Tender Document, **within 05 (Five)** calendar days after the issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

## **12. Amendment of the Tender Document**

12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Bidder's as per Punjab Procurement Rules, 2014.

12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

## **13. Preparation / Submission of Tender**

13.1 The Bidder must bid for complete scope of the services in this tender.

13.2 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Purchaser, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexures, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents, the same must be properly numbered and tagged in binding shape.

13.4 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

13.5 Those Firms/Companies shall not be entertained in tendering process who had un-satisfactory performance report / termination from any Government/Private Entity;

13.6 Technical Proposal shall comprise the following, **without quoting the price:**

13.7 Technical Proposal Form (**Annexure-B**)

13.7.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (**Annexure-G**)

13.7.2 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)

13.7.3 Evidence of eligibility of the Bidder and the Services

13.7.4 Evidence of conformity of the Services to the Tender Document

13.7.5 List of firm's Clientele (minimum 10)

13.7.6 Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.

13.7.7 Valid Registration Certificate for Income Tax & Sales Tax

13.7.8 Authorization letter on letter head, if an authorized representative is appointed  
**(Annexure-F)**

13.8 The Financial Proposal shall comprise the following:

13.8.1 Financial Proposal Form **(Annexure-C)**

13.8.2 Price Schedule **(Annexure-D)**

13.8.3 Bid Security **(Earnest Money)**, as per provisions of the clause Bid Security of this document.

13.9 The Bidder shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for

Tender Name: [Name of Tender]

Tender No. **124102023-1**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

13.10 The Bidder shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for

Tender Name: [\_\_\_\_\_]

Tender No. **124102023-1**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

13.11 The Bidder shall follow the same process for the Financial Tender.

13.12 The Bidder shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for

Tender Name: [\_\_\_\_\_]

Tender No. **124102023-1**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 13.13 The Bidder shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Tender for

Tender Name: [Name of Tender]

Tender No. **124102023-1**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 13.14 The Bidder shall enclose soft copies of the Technical Proposal, including all Forms, Annexures, Schedules, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.15 The Tender shall be dropped at the Reception of the Purchaser's office, not later than 1100 hours on last date of submission of bids, i.e. **08<sup>th</sup> November, 2023 (Wednesday)**. No late bid shall be accepted.
- 13.16 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, letters, forms and all relevant documents as part of the bids submitted by the Bidder.

#### **14. Tender Price**

14.1.1 The quoted price shall be:

14.1.2 in Pak Rupees;

- 14.1.3 inclusive of all applicable taxes, duties, levies, insurance, freight, etc.;
- 14.1.4 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 14.1.5 Including all charges up to the delivery point at Punjab Government Office(s) in Punjab (if required).
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

**15. Bid Security (Earnest Money)**

15.1 The bid security amount has been calculated as per provisions of Rule-27 “Bid Security” of PPR Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Bidder shall furnish the Bid Security (Earnest Money) as under:

15.1.1 for amount as mentioned in following table;

Sr. #	Description	Estimated Cost of Procurement	Bid Security Amount (02%)
1	Janitorial Services	3,600,000/-	72,000/-

- 15.1.2 denominated in Pak Rupees;
- 15.1.3 As part of financial bid envelope.
- 15.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
- 15.1.5 Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
  - 15.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
  - 15.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or
  - 15.2.3 If the Bidder, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 15.3 The Bid security shall be returned to the technically unsuccessful Bidder with an unopened/ sealed financial bid, while the bid security of unsuccessful bidders of financial bid opening procedure will be returned after the award of the contract. The Bid Security shall be returned to the successful Bidder upon furnishing of the Performance Security.

**16. Tender Validity**

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Bid security.

## **17. Modification / Withdrawal of the Tender**

- 17.1 The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## **18. Opening of the Tender**

- 18.1 Tenders (Technical Bids) shall be opened at **1130 hours** on the last date of submission of bids i.e. **08<sup>th</sup> November, 2023 (Wednesday)**, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPR Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 18.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

## **19. Clarification of the Tender**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser

## **20. Determination of Responsiveness of the Bid (Tender)**

- 20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
  - 20.1.1 meets the eligibility criteria given herein this tender document/ the Services;
  - 20.1.2 meets the Technical Specifications for the Services;
  - 20.1.3 meets the delivery period / point for the Services;
  - 20.1.4 in compliance with the rate and limit of liquidated damages;
  - 20.1.5 offers fixed price quotations for the Services, whereby no optional offer / bid or price is allowed;
  - 20.1.6 is accompanied by the required Bid Security as part of financial bid envelope;
  - 20.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
  - 20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the goods/ Services or limits the Purchaser's rights or the Bidder's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

**21. Correction of errors / Amendment of Tender**

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
  - 21.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
  - 21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
  - 21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

**22. TECHNICAL EVALUATION CRITERIA**

The Bidders who have duly complied with the Eligibility/ Qualification and Evaluation Criteria will be eligible for further processing. The Bids which do not conform to the Technical evaluation criteria/ Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities will be rejected.

The Technical proposals shall be evaluated by the procurement committee in the light of following knock-out evaluation criteria:

Sr. No.	Mandatory Clauses	Yes/ No	Page #					
1.	Bid security for the security services will be <b>02% of the estimated price</b> in shape of Pay Order / Bank Draft / CDR from a scheduled bank attached with Financial Bid in original:							
	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Description</th> <th>Estimated Cost of Procurement</th> <th>Bid Security (02%)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Janitorial Services</td> <td>3,600,000/-</td> <td>72,000/-</td> </tr> </tbody> </table>			Sr. No.	Description	Estimated Cost of Procurement	Bid Security (02%)	1.
Sr. No.	Description	Estimated Cost of Procurement	Bid Security (02%)					
1.	Janitorial Services	3,600,000/-	72,000/-					
2.	Copy of valid National Tax Number certificate.							
3.	Copy of valid PRA registration certificate and copy of Sales Tax Registration No. (Status = Active with relevant Authority).							
4.	Acceptance of all terms & conditions of the tender document on the official letter head duly signed and stamped by the firm/ company.							
5.	Affidavit on judicial paper minimum of Rs.100/- regarding non-involvement in any arbitration/ litigation with any government agency/ department stating that the firm/company is <b>not blacklisted</b> .							
6.	Firms/companies must have at least Five years (05) years verifiable experience of provisioning of Janitorial Services to Govt. Organizations/Multinational Firms/Banks etc.							

7.	Undertaking on valid attested stamp paper that the firm shall adhere to all applicable laws including the labor laws and any other relevant law and shall comply the <b>minimum wage rates set by the Government of the Punjab</b> for the Financial Year 2023-24 and from time to time during the contract period, or even if this contract is extended for further period.		
8.	Securities & Exchange Commission of Pakistan (SECP) registration certificate (in case of firms & Companies).		
9.	Copies of awarded work/service orders of last 05 years (at least 10) along with their address and contact numbers. Work/ service orders minimum value of 04 million or above.		
10.	Compliance to the Scope of Work and Items to be provided mentioned at <b>Annexure-A</b> of this document on the official letter head duly signed and stamped by the firm/ company must be enclosed with the bid (where applicable)		
11.	The firm/ company must provide ISO 9001 Quality Management System Certificate.		
12.	Those Firms/Companies shall not be entertained in tendering process who had un-satisfactory performance report / termination; from any Government/Private Entity.		

**Note:**

- i. Requirements mentioned at serial no. 1 to 12 are mandatory, those who don't fulfill all or any requirement given in above table shall be considered disqualified and their financial bids will be returned unopened.
- ii. Verifiable documentary proof for all above requirements are required. Bidders must include checklist for above requirements in their bids and mention page numbers in the checklist.
- iii. The result of the technical evaluation will be announced at least one (01) day before the opening of financial bids. Said one-day time will be given for the grievance regarding technical qualification / disqualification of the bidders. However, after lapse of given time between the declaration of technical evaluation report and opening of the financial, no grievance petition would be entertained concerning the technical qualification / disqualification of the bidder. The objection after the opening of the financial bid would remain restricted to the financial bid

**23. FINANCIAL PROPOSAL EVALUATION**

- 23.1 Technically qualified/ successful bidder(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically eligible/ successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.
- 23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
  - 23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
  - 23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
  - 23.2.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 23.3 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Letter of Intent (LOI) till termination of the signed contract in this regard.

## **24. Rejection / Acceptance of the Bid**

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s)/Services without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser 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 Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014). A procuring agency may, for reasons to be recorded in writing, restart bidding process for any prior stage if it is possible violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.
- 24.2 The Tender shall be rejected if it is:
- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
  - 24.2.2 submitted in other than prescribed forms, annexures, schedules, documents / by other than specified mode; or
  - 24.2.3 relevant bid security is not submitted; or
  - 24.2.4 relevant bid security is not submitted with financial bid; or
  - 24.2.5 incomplete, partial, conditional, alternative, late; or
  - 24.2.6 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
  - 24.2.7 the Bidder refuses to accept the corrected Total Tender Price; or
  - 24.2.8 the Bidder has conflict of interest with the Purchaser; or
  - 24.2.9 the Bidder tries to influence the Tender evaluation / Contract award; or
  - 24.2.10 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
  - 24.2.11 the Bidder fails to meet all the requirements of Tender Eligibility/ Qualification Criteria (Clause-7);
  - 24.2.12 the Bidder fails to meet the evaluation criteria requirements (clause-22);
  - 24.2.13 the Bidder has been blacklisted by any public sector organization;
  - 24.2.14 the Bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
  - 24.2.15 The Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
  - 24.2.16 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.
  - 24.2.17 The Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.
  - 24.2.18 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
  - 24.2.19 If the rates quoted by vendor are not workable or on higher side etc.
  - 24.2.20 Those Firms/Companies shall not be entertained in tendering process who had un-satisfactory performance report / termination from any Government/Private Entity.

## **25. Award Criteria**

- 25.1. At first step, eligible bidder(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling

- the qualification and technical evaluation criteria will stand technically qualified.
- 25.2. At second step, technically qualified and successful bidder(s) will be evaluated in the light of technical evaluation criteria, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.
- 26. Acceptance Letter**
- As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Bidder, at least after ten (10) days of announcement of bid evaluation reports (Ref. Rule-37 of PPR Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.
- 27. Performance Security**
- 27.1 The successful Bidder/The Contractor shall furnish Performance Security as under:
- 27.1.1 within twenty eight (28) days of the receipt of the Acceptance Letter from the Purchaser;
- 27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document, whereas, performance securities in the shape of demand draft / pay order may be accepted along with undertaking regarding its renewal by the Contractor before expiry, for required time period as per signed Contract;
- 27.1.3 for a sum equivalent to **10%** of the contract value;
- 27.1.4 denominated in Pak Rupees;
- 27.1.5 Have a minimum validity period until the date of expiry of support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period.
- 27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
- 27.2.1 If the Contractor commits a default under the Contract;
- 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
- 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the Contractor.
- 27.4 If the Contractor fails / delays provision of Performance Security within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, a sum of money @0.25% of the total Performance Security, for every day beyond twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.
- 28. Redressal of grievances by the procuring agency**
- 28.1 The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 28.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten (10) days after the announcement of the bid evaluation report.
- 28.3 The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- 28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 28.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

## II. General Conditions of Draft Contract

### 29. Contract

The Purchaser shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and stamp the Contract and return it to the Purchaser.

### 30. Framework Contract Duration

The Framework Contract duration is initially for one (1) year i.e. Financial Year 2023-24 and extendable on satisfactory performance of contractor and mutual consent of both parties, starting from the date of issuance of Letter of Intent (LOI), based on provisioning of satisfactory services by the service provider and approved budgetary provisions of the Purchaser. In case of contract extension by the purchaser, the contractor is bound to adhere to the minimum wage rates notified by the Government of the Punjab for the Financial Year 2023-24 and from time to time during this contract period, or even if this contract is extended for further period.

### 31. Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such Performance.

### 32. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The translation of any or all provision of this document and a formal contract between a contractor and purchaser shall be depending only on purchaser's interpretation. The contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

### 33. Standards

The services provided under this contract shall conform to the authoritative latest industry standards.

### 34. Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

### 35. Execution Schedule

The Contractor shall start delivery of services within two (02) days from the issuance of Letter of Intent (LOI).

### 36. Payment

36.1 The Contractor shall provide all necessary supporting documents along with invoice.

36.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price

Schedule, particulars of the Services delivered, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

- 36.3 The Purchaser shall get verified the details of Services delivered against the invoice and Payment shall be made on monthly basis as per actual and as per details given in relevant Letter of Intent.
- 36.4 The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided to the Contractor, as per Government policy, in Pak Rupees, through cross cheque.
- 36.5 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.
- 36.6 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Letter of Intent (LOI) till termination of the signed contract in this regard.
- 36.7 The Contractor shall submit monthly attendance sheet of all janitorial staff along with the invoice to the Purchaser.

### **37. Price**

The Contractor shall not charge prices for the Goods supplied, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

### **38. Contract Amendment**

- 38.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- 38.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Purchaser.
- 38.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 38.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

### **39. Assignment / Subcontract**

- 39.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 39.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

### **40. Extensions in time for performance of obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, with a copy to the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Purchaser, extend the Contractor's time for performance of its obligations under the Contract.

### **41. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.5% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery

date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

**42. Blacklisting**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014.

**43. Forfeiture of Performance Security**

43.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any/all of the following conditions:

43.1.1 If the Contractor commits a default under the Contract;

43.1.2 If the Contractor fails to fulfill any of the obligations under the Contract;

43.1.3 If the Contractor violates any of the terms and conditions of the Contract.

43.2 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

43.3 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

**44. Termination for Default**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Purchaser, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Purchaser may allow in writing), after receipt of such notice.

**45. Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

**46. Termination for Convenience**

46.1 Any of the parties may, at any time, by written notice served on the other party with a copy to the Purchaser, terminate the Contract, in whole or in part, for its convenience, without any compensation to the other party.

46.2 The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:

46.1.1 to have any portion thereof completed and delivered; and/or

46.1.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract.

## **47. Force Majeure**

- 47.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood, outbreak of epidemic or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.
- 47.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 47.3 The Purchaser shall also not be liable for any payment to the Contractor, in case due to a Force Majeure Event any such performance of the Contractor cannot be completed. Only the payments of all completed tasks and days spent in performance will be given to the Contractor. Also if any payment is stopped due to a Force Majeure Event and if such payment cannot be cleared during such event then Contractor will not take legal action against the Purchaser.
- 47.4 If a Force Majeure situation arises, The affected party, by written notice served to the other party, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform 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.
- 47.5 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.
- 47.8 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## **48. Dispute Resolution**

- 48.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 48.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

## **49. Statutes and Regulations**

- 49.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 49.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
- 49.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

**50. Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed making queries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

**51. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Government rules and regulations for signing of the formal contract.

**52. The Purchaser**

52.1 The Purchaser shall only carry out such duties and exercise such authority as specified in the Contract.

The Purchaser shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

52.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Purchaser in accordance with these Conditions.

52.3 The Purchaser shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner

**53. Authorized Representative**

53.1 The Purchaser, the Purchaser or the Contractor may, at their exclusive discretion, appoint their

Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

53.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Purchaser or the Contractor.

53.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

53.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

53.5 Notwithstanding Clause 53.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Purchaser to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.

53.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Purchaser, the Contractor may refer the matter to the Purchaser / the Purchaser who shall confirm, reverse or vary such decision or instruction.

**54. Waiver**

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

## **ANNEXURE-A**

### **Scope of Work and Deliverables:**

The overall scope of Janitorial Services is as follows:

- i. Provisioning of Janitorial services required for Public Private Partnership Authority (P4A) office.
- ii. The requirements shall be intimated to the Contractor in writing subsequent to the issuance of Letter of Intent. The Contractor must deploy required resources within two (02) days of said written intimation by the Purchaser.
- iii. Janitorial services shift shall be of 10 hours for five days a week. The requirement of providing janitorial services shift shall be made possible by the Contractor as and when required by the Purchaser.

### **Roles and Responsibilities of the Janitors:**

- Provide House Keeping Services for Public Private Partnership Authority (P4A) office.
- House Keeping activity includes but not limited to:
  1. Daily continuous mopping of all floor(s), main entrance, lobby, walkways and other common areas.
  2. Cleaning & washing of all washrooms with frequent interval of time, ensuring the cleanliness and hygienic conditions of all washrooms throughout the working shifts.
  3. Clean office premises by emptying trash.
  4. Dry / wet cleaning & mopping of handrails of all staircases and walkways.
  5. Dry / wet cleaning of glazed / Aluminum panels.
  6. Cleaning, sweeping and mopping of walls etc.
  7. Removal of cobwebs and dusting.
  8. Emptying of all dust bins as many times as necessary and keeping the dust bins in neat condition.
  9. Clean windows, glass partitions, and mirrors, using soapy water or other cleaners, sponges, and squeegees.
  10. Dust furniture and scrub surfaces clean.
  11. Spray insecticides and fumigants to prevent insect and rodent infestation.

### **Duty Hours:**

The duty hours of janitorial staff shall be as follows:

- i. Timings: 8:00 am to 6:00 pm
- ii. Single shift shall be of 10 hours for six days a week and the requirement can be changed to deploy resources in any shift throughout the day/ week.

- The Contractor shall provide the following documents in original for the first time for our perusal, and later original documents will be returned; only the photocopies of those documents will be kept by the Contractor and will be produced whenever required by the Purchaser.
- a) Valid computerized ID Card
- b) Medical fitness certificate
- It is the sole responsibility of the Contractor to provide the janitors that are insured for crime, theft, life as the case may be.
- The Contractor will consult with the janitorial staff regarding EOBI & Social Security benefits. If the said services are availed by the janitorial staff, then the contractor will submit relevant certificate(s) regarding provision of EOBI & Social Security benefits to the purchaser.
- The Contractor will make sure to pay the salaries to all resources deployed on **05<sup>th</sup> day of each calendar month** and submit salary disbursement certificate to the purchaser as per guidelines issued by the Government.
- The Janitor employed by the service provider shall fall under allowable age limits, and the service provider **shall comply with minimum wage salary** notified by the Govt. of Punjab for the Financial Year 2023-24 and from time to time during the contract period or even if this contract is extended for further period.
- The janitors provided should be medically fit.
- In case of replacement/change of a resource, every new incoming individual will be in possession of his original above mentioned documents prior to commencement of his duty.
- If a resource is found misbehaving with the Public Private Partnership Authority (P4A) visitors, the PPP Authority management/staff, guards, or anyone else in the building, the resource will be replaced from duty immediately, and a warning will be issued to the contractor.
- All janitors may be interviewed by the Purchaser before deployment.
- Any janitor, working with the purchaser if kept under consideration for termination by the Contractor, it should be brought into the knowledge of Purchaser, and the termination will be finalized with consent of the Purchaser.
- The Purchaser reserves the right to change the timing of the shifts.

## JANITORIAL SERVICES

Sr. No.	Description
1	<p>Provide Janitorial Services for External Areas, Internal Common Areas, Lobbies and Other areas within the vicinity of Public Private Partnership Authority (P4A). Janitorial activity includes but not limited to:</p> <ol style="list-style-type: none"><li>i. Daily continuous cleaning/mopping/sweeping of all floors, window glass, walls, handrails, main entrance, staircases, lobbies, walkways, building internal/ external curtain wall stick systems complete detailed cleaning and other common areas.</li><li>ii. Cleaning &amp; washing of all common areas i.e. Ramps, roofs, car parking, washrooms etc. with frequent interval of time/ site requirements also Dengue disinfection measures.</li><li>iii. Removal of cobwebs, cleaning of false ceiling of all toilets and common areas.</li><li>iv. Maintenance of Dust Bins with garbage bags for all common areas shall be the responsibility of the contractor.</li><li>v. The contractor responsible for PPE (Personal Protection Equipment's for all janitorial cleaning staff:<ul style="list-style-type: none"><li>• Disposable hand gloves</li><li>• Dust Masks</li><li>• Eye protections etc.</li></ul></li></ol>
2	<p>The Contractor shall ensure that the washrooms and public areas are cleaned continuously on daily basis.</p> <p><b>Washroom Cleaning</b></p> <p>- Preferably once an hour and as per the required cleaning and as required necessary.</p>
3	<p>The Contractor shall provide 100% staff attendance on daily basis.</p>
4	<p>The Contractor shall be responsible for any damage and / lost to the property caused during cleaning and housekeeping.</p>
5	<p>The contractor shall adhere to the all policies and norms specified by the Purchaser.</p>
6	<p>The contractor shall certify that the janitors provided are not addicted to drugs or alcohol and no criminal record.</p>
7	<p>The contractor shall adhere to all applicable laws including the labor laws and any other relevant law.</p>
8	<p>The contractor shall submit the copy of CNIC of their hired employees.</p>
9	<p>The contractor shall ensure to hire staff for the said work not less than the age of eighteen years and not more than forty five years.</p>

**Note:**

**Number of Floors:** 01

**Number of Washrooms:** 06

## **FORMS & OTHER REQUIRED DOCUMENTS**

### **ANNEXURE-B**

#### **Technical Proposal Submission Form**

[Location, Date]

To     \_(Name and address of Purchaser)\_

Dear Sir,

We, the undersigned, offer to provide the\_ (insert title of assignment)\_ in accordance with your Request for Proposal/Tender Document No.\_\_\_\_\_dated \_(insert date)\_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide services of\_\_\_\_\_related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**ANNEXURE-C**

**Financial Proposal Submission Form (Part of Financial Bid Envelope)**

[Location, Date]

To     \_(Name and address of Purchaser)\_

Dear Sir,

We, the undersigned, offer to provide the \_(Insert title of assignment)\_ in accordance with your Request for Proposal No. \_\_\_\_\_ dated \_(insert date)\_ and our Technical Proposal. Our attached Financial Proposal is for the sum of \_(insert amount in words and figures)\_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in \_\_\_\_\_ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

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

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

## ANNEXURE-D

### Price Schedule/ Financial Cost Sheet

Sr. #	Description	No. of Janitors (1)	Per Month Unit Rate of Service Charges inclusive of all applicable Taxes (if applicable) Rs. (2)	Per Month Total Price of Service Charges inclusive of all applicable Taxes (if applicable) Rs. (3=1*2)
1	Janitors (male)	05		
2	Janitors (female)	01		
	<b>Total Cost</b>			<b>X</b>

#### Notes:

- I. The bidders are required to provide the unit cost which should include minimum wage, EOBI, Social Security and taxes etc.
- II. Price quoted shall be for a hypothetical volume of 06 staff members / resources. However, the purchaser reserves exclusive right to utilize the staff members / resources in number less than or equal to or more than the hypothetical volume of 06 staff members / resources on the unit quoted rate.
- III. Payment will be made every month on monthly and actual basis against the number of staff members / resources utilized.
- IV. The Contract duration is initially for one (1) year from the date of issuance of Letter of Acceptance (LOA) and extendable on mutual consent, based on provisioning of satisfactory services by the service provider.
- V. The Contractor shall provide 100% staff attendance on daily basis.
- VI. In case of any janitor is absent, the contractor shall arrange replacement.
- VII. The Janitor employed by the service provider shall fall under allowable age limits, and the service provider **shall comply with minimum wage salary** notified by the Govt. of Punjab for the Financial Year 2023-24 and from time to time during the contract period or even if this contract is extended for further period.
- VIII. A bid not compliant to minimum wage rate (as notified by the government) or excluding applicable taxes and duties shall straight away be rejected.

Signature of authorized person

Name:

(Company Seal)

\_\_\_\_\_  
In the capacity of

Duly authority by

**Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.**

**ANNEXURE-E**

**Format for Covering Letter**

To

(Name and address of Purchaser)

**Sub:** \_\_\_\_\_.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items / Services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Purchaser Department / Office.
- c) We agree to abide by this proposal for the period of \_\_\_\_ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the (insert name of the Purchaser)\_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

\_\_\_\_\_  
Authorized Signatures with Official Seal

**ANNEXURE-F**

**INSTRUCTIONS FOR PREPARATION OF AUTHORITY LETTER (on letter head)**

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**Format of Authority Letter**

**AUTHORITY LETTER**

(On letter head)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Authority)

Date:

**ANNEXURE-G**

**UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day \_\_\_\_\_ of  
\_\_\_\_\_ 20 \_\_\_\_\_

Signature

(Company  
Seal)

\_\_\_\_\_  
In the capacity of

Duly authorized to sign bids for and on behalf of:

**ANNEXURE-H**  
**PERFORMANCE SECURITY**

**Issuing Authority:**

**Date of Issuance:**

**Date of Expiry:**

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name \_\_\_\_\_, Tender No. \_\_\_\_\_ (hereinafter called "the Contract") for the Contract Value of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_)

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Intent) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. \_\_\_\_\_ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him. Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor before the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later.**

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**GUARANTOR**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_ Designation \_\_\_\_\_  
Address \_\_\_\_\_