

BIDDING DOCUMENT

PROCUREMENT OF JANITORIAL SERVICES FOR DIRECTORATE GENERAL
HEALTH SERVICES, PUNJAB

FINANCIAL YEAR 2023-24



Procuring Agency:

Director General Health Services, Punjab

Corresponding Address:

24- Cooper Road, Directorate General Health Services, Punjab,
Lahore

Phone No: 04299201145

Fax No: 04299201142

E-mail: pcdghslahore@gmail.com

Table of Contents

Sr. No.	Description
1.	Invitation to bid/proposal
2.	Instructions to bidders
3.	Scope of Services
4.	Form of Contract
5.	General Conditions of Contract
6.	Special Conditions of Contract
7.	ANNEXURES I. Bid Forms (Annexure-I) II. Technical Proposal Submission Form (Annexure-II) III. Financial Proposal Submission Form (Annexure-III) IV. Integrity Pact Form (Annexure-IV)

BID DATA SHEET

ITB Reference	Description	Detail
N/A	Bid Reference No.	N/A
ITA Clause D III	Last date and time of submission of bids	07-12-2023 till 11:00 A.M
ITA Clause F I	Date, time and venue of opening of technical bids/proposals.	07-12-2023 at 11:30 A.M Conference room of Directorate General Health Services, Punjab 24-Cooper Road, Lahore.
ITA Clause B XVII	Bid currency	PKR inclusive of all taxes/duties, logistics as per TORs.
ITA Clause B I	Language of bid	English or Urdu
ITA Clause C	Bid Security	2%
ITA Clause B VI	Bid validity period	180 Days
ITA Clause E	Open Competitive bidding procedure	Single Stage – Two Envelop procedure
	<p><u>Procuring Agency:</u> Director General Health Services, Punjab <u>Corresponding Address:</u> 24- Cooper Road, Directorate General Health Services, Punjab, Lahore <u>Phone No:</u> 04299201145 <u>Fax No:</u> 04299201142 <u>E-mail:</u> pcdghslahore@gmail.com</p>	

1. INVITATION TO APPLICANTS/BIDDERS

1. Director General Health Services Punjab, Primary and Secondary Healthcare Department, Lahore, invites Technical & Financial bids from the eligible firms to provide the following services: **“PROCUREMENT OF JANITORIAL SERVICES FOR DIRECTORATE GENERAL HEALTH SERVICES, PUNJAB”**.

(Details of the scope of services are provided in the Terms of References)

2. The bidding document includes the following additional documents:

Section 2 - **Instructions to bidders**

Section 3 **Scope of Services**

Section 4 - **Form of Contract**

Section 5 - **General Conditions of Contract**

Section 6 - **Special Conditions of Contract**

Section 7 – **ANNEXURES**

I) Bid Forms (Annexure I)

II) Technical Proposal Submission Form (Annexure II)

III) Financial Proposal Submission Form (Annexure III)

IV) Integrity Pact (Annexure IV)

3. It is mandatory to be made using the Standard Forms of this document. If any information required in the form is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.

4. Interested bidders may obtain further information and **examine** the Bidding Documents from the office of **Purchase Cell, Directorate General Health Services, Punjab 24-Cooper Road, Lahore during office hours** on any working day before closing date or the same can be examined online at the PPRA website (www.ppra.punjab.gov.pk) & Directorate General Health Services (www.dghs.gov.pk/tenders) until the closing date for the submission of bids.

5. A complete set of original Bidding Documents shall be purchased from the **Accounts Branch, Directorate General Health Services, Punjab 24-Cooper Road, Lahore**, on all working days **during office hours** on submission of a written application on letter head and payment of non-refundable fee of **Pak Rupees 5000/-** only.

6. Sealed bids are required to be submitted by the interested bidders on **07-12-2023 at 11:00 A.M** positively in the **Committee Room of Directorate General Health Services, Punjab, 24- Cooper Road, Lahore**. The bids received till the stipulated date & time shall be opened on the same day at **11:30 A.M** in the presence of the bidders or their authorized representatives (who choose to attend) by the procurement committee. **2% Bid Security of Annual Total Cumulative Amount** as mentioned in **Annexure-A** in the shape of Pay Order/Bank Draft/Deposit at Call/Irrevocable Bank Guarantee from any scheduled bank in the name of **Director General Health Services, Punjab** is required to be furnished with the Financial Bid otherwise bid will be rejected. Late bids shall not be entertained.

7. In an event where the last date for submission of bids be declared a public holiday the due date for submission and opening of bids shall be the following working day at the same appointed timings and venue.

Note: The procurement shall be governed by the Punjab Procurement Rules 2014 (amended).

Director General Health Services, Punjab
24- Cooper Road, Directorate General Health Services,
Punjab, Lahore

Phone No: 04299201145

Fax No: 04299201142

E-mail: pcdghslahore@gmail.com

2. Instructions to Bidders

A. General Instructions:

i. Scope of Applications:

In connection with the Letter of Invitation to bid, the Procuring Agency, issues this bidding document to eligible firms for “**PROCUREMENT OF JANITORIAL SERVICES FOR DIRECTORATE GENERAL HEALTH SERVICES, PUNJAB**”_

ii. Corrupt or Fraudulent Practices:

The Procuring Agency requires that all bidders should observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency:

2 a. defines, for the purposes of this provision, the terms set forth below as follows:

I. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

II. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Applicants (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;

III. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

IV. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

V. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

b. The Procuring Agency shall reject a proposal for Award if it determines that the applicant recommended for award has engaged in corrupt, fraudulent practices, collusive, coercive or obstructive practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

iii. Information of the applicants:

Procuring Agency reserves the right to inspect the accounts and records and other documents relating to the application submission and contract performance of the applicant firms and to have the audited by auditors appointed by the Procuring Agency

iv. Eligible applicants:

The bidders, fulfilling the following criteria, shall be considered eligible for the bidding process.

1. Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a copy of registration. (Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required.)

2. Affidavit on stamp paper, declaring that the company is not blacklisted by DGHS, Punjab. (Please attached copy of Affidavit on stamp paper, declaring that the company is not blacklisted.)
3. Evidence of the bidding firm/company's registration/Incorporation is required (Please attach Copy of certificate of incorporation/company registration certificate.)
4. Joint venture of any kind is not allowed to participate in the bid. (Please attached a declaration on letterhead that not participating as Joint venture.)
5. The Bidder shall have valid registrations with EOBI and PESSI and ensure that they adhere to the guidelines / laws of the said entities.

If the bidder fails to provide information as per the above-mentioned or does not fulfill the requirement of, "Eligibility Criteria Checklist" (Annex B) shall be disqualified and declared ineligible from the bidding process and its further technical evaluation shall not be carried out.

Government-owned enterprises may participate only if they are legally & financially autonomous, if they operate under commercial law, and not a dependent agency of the Government.

Bidders shall not be under a declaration of blacklisting by any Government Department, Punjab Procurement Regulatory Authority or any other Provincial Procurement Regulatory Authority or involved in any corrupt practice or facing such case anywhere.

Each applicant / service provider is allowed to submit only one bid, either individually or as a partner/ firm etc. in case a bidder submits more than one bid, his / it's all bids shall be rejected.

v. Clarification or amendment in documents:

Any request for clarification must be sent in writing to the Procuring Agency. The Procuring Agency will respond in writing to applicants/firms if the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure described below:

- a. At any time before the proposal submission deadline, the Procuring Agency may amend the bidding document by issuing an amendment in writing. The amendment shall be sent to all applicants/firms and will be binding on them.
- b. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the firms/applicants reasonable time to take an amendment into account in their bidding document.

The applicant/firm may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

B. Preparation of bid:

I. Language of Proposal/ bid:

The application prepared by the applicant, as well as all correspondence and documents relating to the process exchanged by the applicant and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the applicant may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the application, the translation shall govern.

II. In preparing the Proposal, the applicant is expected to examine the bid in detail. Material deficiencies in providing the information requested in the bid may result in rejection of the Proposal.

III. The applicant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency (PA) shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The PA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without

thereby incurring any liability to the applicant as per PPRA 2014 (amended).

- IV. The applicant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form.
- V The applicant firm shall submit only one Proposal. Joint Venture (J.V) is not allowed.
- VI The Proposal must remain valid for 180 days after the Proposal submission deadline.
- VII During this period, the applicant firm shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- VIII. If it is established that any proposed Project Director/Director nominated in the applicant Proposal/Technical bid was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation; such Proposal shall be disqualified and rejected for further evaluation.
- IX The PA will make its best effort to complete the negotiations within the proposal's validity period as per PPR-2014 (amended).
- X If the applicant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts as per TORs.
- XI The applicant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- XII If any of the proposed project director becomes unavailable for the extended validity period, the Applicant shall provide a written adequate justification and evidence satisfactory to the PA together with the substitution request. In such case, a replacement proposed project director shall have equal or better qualifications and experience than those of the originally proposed project director. The technical evaluation score, however, will be remained to be based on the evaluation of the CV of the proposed project director/Director.
- XIII If the Applicant fails to provide a replacement proposed project director/Director with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the PA, such Proposal will be rejected.
- XIV The Applicant shall not subcontract the Services with another firm.
- XV While preparing the Proposal, the Applicant must give particular attention to the following:
 - a. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
 - b. The Applicant is required to submit a Full Technical Proposal.
 - c. The Financial Proposal shall be prepared using the Standard Form provided in this bid. It shall list all costs associated with the assignment, including:
 - (i) Remuneration for Key Experts and Non-Key Experts
 - (ii) Contingency.
 - (iii) Other expenses
- XVI The firm is responsible for meeting all tax liabilities arising out of the Contract.
- XVII The Applicant firm shall express the price for its Services in Pak Rs.

C. Bid Security:

The bid security shall be 2% PKR of annual Total Cumulative Amount as mentioned in Annexure-A in this bid (Original with financial proposal and copy with technical proposal). Bid shall remain valid for a period of 180 days after opening of Technical proposal prescribed by the Procuring Agency. A proposal valid for a shorter period shall be rejected by the Procuring Agency

as non-responsive.

D. Submission of BID:

I. Format and Signing of BID:

The proposal shall be typed and signed by the applicant firm. The person or persons signing the proposal shall initial all pages of the proposal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the proposal.

All the documents should be duly attested (signed and stamped) by the authorized person of applicant firm.

II. Sealing and Marking of BID:

The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. It should contain marking “PROCUREMENT OF JANITORIAL SERVICES FOR DIRECTORATE HEALTH SERVICES PUNJAB” with specific Tender Inquiry No.

The inner and outer envelopes shall:

- a) be addressed to the Procuring Agency at the address given in the Invitation for bids; and
- b) bear the sentence: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the invitation letter.

The inner envelopes shall also indicate the name and address of the Applicant firm to enable the proposal to be returned unopened in case it is declared as non-responsive or late.

If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the proposal’s misplacement or premature opening.

III. Deadline for Submission of Bids:

Bid must be submitted by the Applicant and received by the Procuring Agency at the address specified in Invitation Letter.

The Procuring Agency may, at its discretion, extend this deadline for the submission of Bid by amending the documents, in which case all rights and obligations of the Procuring Agency and Applicants previously subject to the deadline shall thereafter be subject to the deadline as extended.

IV. Late submission:

Any proposal received by the Procuring Agency after the deadline for submission of Bid prescribed by the Procuring Agency shall be rejected and returned unopened to the Applicant.

V. Withdrawal of BID:

The Applicant may withdraw its proposal prior to the deadline specified in the invitation.

No proposal may be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of proposal validity. Withdrawal of a proposal during this interval will make the applicant firm eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

E. Procedure for selection of firms:

Single stage – two envelopes procedure shall be applied:

- (i) The proposal shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

- (ii) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;
- (v) The Procuring Agency shall evaluate the technical proposal/bid, without reference to the price and reject any proposal which do not conform to the specified requirements During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) The financial Bid shall be opened publicly at a time, date and venue to be announced and communicated to the Applicants in advance;
- (vii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the proposal validity period, publicly open the financial Bid of the technically accepted Bid only. The financial proposal of applicant firm found technically non-responsive shall be returned un-opened to the respective Applicants; and

F. Opening of BID:

I. Opening of BID by the Procuring Agency:

The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL in the presence of Applicant’s representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Applicant’s representatives who will be present shall sign the attendance sheet as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL shall remain unopened and be retained in safe custody of the Procuring Agency till completion of the evaluation process.

The Applicant’s firm names and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of Technical Proposal. No proposal shall be rejected at technical proposal/ proposal opening, except for late Bid, which shall be returned unopened to the Applicant. However, at the opening of Financial Bid (the date, time and venue would be announced later on), the proposal prices, discounts (if any), may consider appropriate, shall be announced.

II. Clarification of Bid:

During evaluation of the bid, the Procuring Agency may, at its discretion, ask the Applicant for a clarification of its proposal. The request for clarification and the response shall be in writing, and no change in the prices or substance of proposal shall be sought, offered, or permitted.

G. Evaluation of BID:

- I. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the proposal within the stipulated proposal validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective proposal validity period. Such extension shall be for not more than the period equal to the period of the original proposal validity.

Applicants who,

- (a) agree to the Procuring Agency’s request for extension of proposal validity period shall not be permitted to change the substance of their Bids; and
- (b) do not agree to an extension of the proposal validity period shall be allowed to withdraw their Bids, if any.

II. Preliminary Examination:

The Procuring Agency shall examine the Bid to determine whether they are complete, whether any

computational errors have been made (at the time of opening the financial proposal), whether if required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a proposal which does not constitute a material deviation (or changes the substance of the proposal).

Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each proposal. For purposes of these Clauses, a substantially responsive proposal is one, which conforms to all the terms and conditions of the documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical Bid. The Procuring Agency's determination of a proposal's responsiveness is to be based on the contents of the proposal itself without recourse to extrinsic evidence.

If a proposal is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Applicant by correction of the nonconformity.

In the financial Bid (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Applicant firms do not accept the correction of the errors, its proposal shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

III. Evaluation and Comparison of Bids:

The Procuring Agency shall evaluate and compare the bids on the basis of complete scope of work services, which have been determined to be substantially responsive (Mentioned in evaluation criteria of services).

The Procuring Agency's evaluation of technical proposal shall be on the basis of the defined criteria.

A proposal once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation to bids.

EVALUATION CRITERIA

Failure to comply with any compulsory parameter will result in “non-responsiveness of the bidder/applicant firm for requisite services”.

COMPULSORY PARAMETERS

- 1) Original receipt of purchase of tender **Rs: 5000/-**.
- 2) The applicant firm shall submit copy of valid CNIC of CEO/Owner.
- 3) The applicant shall attach **2**% Bid Security of Annual Total Cumulative Amount mentioned in **Annexure-A** in favour of DGHS Punjab (copy with technical proposal and original with financial proposal) of estimated cost in the form of Pay Order / Bank Draft / CDR / Irrevocable Bank Guarantee from any scheduled bank.
- 4) NTN and PST Certificate of the firm.
- 5) The bidder/applicant firm must be Active Tax Payer.
- 6) The Bidder must have an active Punjab Revenue Authority (PRA) registration Number.
- 7) The Bidder shall have valid registrations with EOBI and PESSI and ensure that they adhere to the guidelines / laws of the said entities.
- 8) The copy of the Bidding Document duly signed and stamped on each page by the Bidder shall be attached with the Technical Bid whose each page must also be signed and stamped by the bidder.
- 9) The bidder/applicant firm shall provide undertaking, on valid **Rs.100** stamp paper duly verified by notary public, that currently it is not Blacklisted/Debarred by DGHS, Punjab, Acceptance of tender/bidding documents terms & conditions and that it has currently been convicted by any court of law.
- 10) The bidder/applicant firm shall provide undertaking, on valid **Rs.100** stamp paper duly verified by notary public, that firm shall comply TORs as mentioned in this bidding document.

MARKING CRITERIA

Note: The applicant firm / bidder (s) not fulfilling minimum requirement as per marking evaluation criteria will be disqualified.

Description	Max. Marks						
1. Experience and Past Performance of the Firm.	[40]						
<table border="1"><thead><tr><th>No. of projects of firm</th><th>Score</th></tr></thead><tbody><tr><td>01-05</td><td>20</td></tr><tr><td>06-10</td><td>40</td></tr></tbody></table>		No. of projects of firm	Score	01-05	20	06-10	40
No. of projects of firm	Score						
01-05	20						
06-10	40						
Note:							
1. Each Project having four (04) marks.							
2. Project means a project wherein the service provider has provided purely							

janitorial services since July 2018 till the submission of bid. Each institution/organization will be considered as an independent project. The prospective bidder shall be required to provide copy of purchase orders/contracts issued on the name of bidder along with satisfactory performance reports signed by the head of institution / organization.

2. Human Resource and Managerial Strength [30]

Human Resource/Team Members allocation of score per each bracket of ten (10) janitorial staff will be as under:

No. of Janitorial Staff	Score
Less than 10	0/30
10	10/30
20	20/30
30	30/30

Note: The bidder shall provide documentary evidence of employment of janitorial staff.

3. Financial Statements. [30]

The financial statements i.e., cumulative annual financial turnover for last three financial years 2020-21, 2021-22 & 2022-23 duly supported by FBR documents.

Cumulative Annual Turnover	Score
≥ 25 Million PKR	(05 Marks)
≥ 50 Million PKR	(10 Marks)
≥ 75 Million PKR	(15 Marks)
≥ 100 Million PKR	(20 Marks)
≥ 125 Million PKR	(25 Marks)
≥ 150 Million PKR	(30 Marks)

Applicant shall provide FBR income tax return/sales Tax return for the financial year 2020-21, 2021-22 & 2022-23 or in case of calendar year 2020, 2021, and 2022. Income Tax/Sales Tax return for the FY 2022-23 shall be supported with bank statement (2022-23) of the title account of the applicant firm only. Firm shall attach bank statement signed and stamped from concerned bank. (Joint venture, consortium and subsidiary shall not be accepted.)

NOTE: The minimum passing marks to be declared the bidder as Responsive is **65 % (65 out of 100 marks)**

NOTE:

- 1) The financial Proposal/Quotation of technically accepted bidders will be opened publicly at a time to be announced by the Procuring Agency and the financial Proposal/Quotation found technically non-responsive shall be returned un-opened to the respective Bidders/Firms.
- 3) The offer will be considered as responsive if it fully meets the tender requirement and specifications. The offer which will not be as per requirement of tender and specifications is to be declared as non-responsive.

IV. Evaluation of Financial Bids:

- a. After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals.
- b. Financial proposals shall be opened publicly in the presence of the applicant's representatives who choose to attend. The name of the applicants shall be read aloud. The financial proposal of the technically responsive applicants shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically non-responsive Applicants shall be returned unopened). These financial proposals shall be then opened, and the total prices will be read aloud and recorded.
- c. Incomplete proposal shall stand rejected. The scope of work or services described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- d. Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial proposal may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.

H. Contacting the Procuring Agency:

No Applicant shall contact the Procuring Agency on any matter relating to its proposal, from the time of the proposal opening to the time the Contract is awarded.

Any effort by any Applicant to influence the Procuring Agency in its decisions on proposal evaluation, proposal comparison, or Contract Award will result in the rejection of the Applicant's proposal and subsequent black listing. Canvassing by any Applicant at any stage of the evaluation is strictly prohibited.

I. Rejection of Bids:

The Procuring Agency may reject all bids at any time prior to the acceptance of a proposal. The Procuring Agency shall upon request communicate to any Applicant who submitted a proposal, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

Notice of the rejection of all bids shall be given promptly to the concerned Applicants that have submitted bid.

J. Re-Invitation:

If the Procuring Agency rejects all bids, it may call for a re-invitation or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

K. Announcement of Evaluation Report:

The Procuring Agency shall announce the results of proposal evaluation as a report giving justification for acceptance or rejection of bid as per Punjab Procurement Rules 2014.

L. Redressal of grievances by the procuring agency

- 1.1 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.
- 1.2 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 days after the announcement of the bid evaluation report.
- 1.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 1.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

M. Notification of award:

Prior to the expiration of the period of proposal validity, the Procuring Agency shall notify the successful Applicant in writing that its proposal has been accepted. The notification of Award shall constitute the formation of the Contract.

N. Signing of Contract:

At the same time as the Procuring Agency notifies the successful Applicant that its proposal has been accepted, the Procuring Agency shall send the Applicant the Contract Form provided in the documents, incorporating all agreements between the Parties.

Within ONE week of receipt of the Contract Form, both the successful Applicant and the Procuring Agency shall sign the Contract.

O. Performance Guarantee:

On the date of signing of the Contract, the successful Applicant shall furnish the Performance Guarantee/Security equal to **5%** of the contract amount. The performance security shall be deposited in the shape of Deposit at Call/ irrevocable Bank Guarantee.

P. Schedule of Requirement:

The assignment shall be commenced in all respects within 45 (forty five) days after the date of signing of contract (without penalty) and with prescribed penalty, as per following schedule of requirement:

Mode of penalty	Commencement Duration
Without Penalty	45 Days

In case of delay, beyond the period specified in the Schedule of Requirements, penalty @ 0.1% per day of the Contracted amount for late accomplishment of the assignment shall be imposed.

Q. Arbitration

Additional Chief Secretary, Government of the Punjab will be the Arbitrator. The decision of the Arbitrator will be final and binding on the applicant.

3. Scope of Services

Director General Health Services Punjab (DGHS) requires firms to provide Janitorial Services around the clock **(365 days a year, 7 days a week and 24 hours a day including Sundays & Holidays)** for its good office. The firm will be required to provide Services as mentioned in the **Schedule of Requirement.**

Schedule of Requirements/ Deployment Plan

Janitorial Staff Category	Number of Staff	Minimum Wage per Month (Including all Taxes) (PKR)	Total Amount per month (Including all taxes) (PKR)
Janitorial Supervisor	2	49,208	98,416
Janitor	12	49,208	5,90,496
Sewer Man	03	49,208	1,47,624
Monthly Total Cumulative Amount			8,36,536
Annual Total Cumulative Amount			10,038,432

The Service Provider is required to arrange for the relievers, if any at their own risk and cost. They are required to deploy 100% Human Resource as per above table at the given health facilities round the clock.

Operational Responsibilities

- The service provider shall provide cleaning around 24 hours a day, 365 days a year and seven days a week including Sundays & Holidays**, as per the requirements set out in the Service Specific Specifications, detailed later in this section, relevant to the delivery of desired cleaning services. It must be noted that Janitorial Services must not be compromised / interrupted in case of any extraordinary situation / epidemic or any other special circumstances.
- The Service Provider shall install its own Bio-Metric Machine (Operated, Installed & Maintained by Service Provider) under the supervision of DGHS Administration, having the dual Biometric Measurements: Face & Fingerprint.** The DGHS Administration on daily basis will verify the record of the same. The specification of Bio-metric machine is tabulated below;

Sr. #	Specification	Description
1.	Face Capacity	Minimum 200

2.	Identify mode	Face, Fingerprint, password and combinations
3.	Maximum Attendance Log	100,000
4.	Display Language	English
5.	Battery	Built in Battery Backup
6.	U-disk	Supported
7.	Communication	TCP/IP, 4G (Operational)
8.	Attendance Software	Centre cloud based attendance software

3. All janitorial staff will be enrolled on the bio-metric devices installed at the DGHS office. Service provider shall ensure that its janitorial staff uses these devices for attendance marking. Their attendance will be monitored duly by the DGHS administration through the biometric devices.
4. Service provider shall be bound to pay its staff before 10th of each month and salaries shall not be linked to any other payment which contractor is entitled to receive from the Procuring Agency.
5. Service Provider shall pay its personnel not less than the minimum wages as notified by Government of the Punjab and any other labor laws of Pakistan including other benefits mandated by the law.
6. Service Provider will distribute salaries through Bank Account / Easy Paisa/ Jazz Cash or any other mode and the proof of the same must be readily available with service provider all the time and must be attached with the respective monthly invoice.
7. Service Provider is liable to pay contributions to EOBI and PESSI of Janitorial Personnel employed against the instant contract.
8. The services provider shall provide the names, address, CNIC, age, Security Clearance Certificate and Medical Certificate of the Janitorial Personnel deployed to the DGHS office. **File of JANITORIAL Personnel** will be maintained by Service Provider at the office and a copy will be shared with the procuring agency.
9. The Procuring Agency reserves the right to direct the service provider for replacement of JANITORIAL Personnel and the service provider shall be bound to do the same. Non-compliance may result in punitive action against the Service Provider.
10. In the event of any illness / injuries resulting from any accident to their janitorial staff, the service provider shall take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same without making Procuring Agency a party to it.
11. In case of any disputes among the janitorial staff, the service provider shall resolve the same at the earliest to ensure that there is no interruption in the provision of janitorial services to the client office.
12. The janitorial staff and their affairs relating to their employment will be the sole responsibility of the service provider and in this regard no extraneous influence will be brought to bear upon the Procuring Agency.
13. The service provider will ensure that all janitorial staff deputed at the DGHS office is adequately immunized against all types of communicable diseases and preventively monitored through

health check-ups.

14. The service provider will perform cleaning duties in both the covered and uncovered areas including lawns, open spaces, walkways, roads, and roofs situated inside the boundary walls of the hospital. At least two dedicated Janitorial Personnel must be deputed to look after the horticultural aspects of the client hospital.
15. The service provider shall provide two uniforms and one pair of shoes every six months, identification cards (ID), Personal Protective Equipment (**PPE**) etc., to its entire janitorial staff deployed at the office free of cost and ensure its proper usage by the janitorial staff. Each uniform will comprise of trousers, shirt, pair of socks, pair of shoes, disposable face masks, disposable head caps, disposable gloves etc. Service provider shall ensure that disposable items and the uniform are made available to the janitorial staff invariably.
16. Dress code of Janitorial Staff must be as per below mentioned descriptions:

Sr.#	Specification	Description
1.	Type	Janitorial Suit trouser shirt (as per approved sample)
2.	Colour	Yellow or any other color approved by the Procuring Agency
3.	Logo / Tag Line	"Janitorial Staff" as Tag Line must be mentioned on the Back of the Shirt

*The dress code must be approved from the Procuring Agency before commencement of the Services.

17. Resident Assistant of the DGHS office or his representative will provide the daily inventory to the in charge of the janitorial firm for use, after appropriate defacing the item and entry in the distribution / stock register and the same shall be signed by both Resident Assistant and supervisor of the service provider.
18. Supervisors shall be employed by the service provider for 24 hours in the office.
19. The service provider shall ensure that female janitorial staff is deployed for female's washrooms. The DGHS administration will decide the number of such female janitorial staff while remaining within the maximum number of janitorial staff.
20. The janitorial staff will be allowed leave(s) as per the relevant labor laws. However, the service provider shall ensure that 100% janitorial staff is available for duty all the time.
21. The service provider shall be bound to provide trainings, as deemed necessary by the procuring agency, to its janitorial staff for cleanliness of hospital.
22. The service provider will provide wet floor signage written in Urdu as and where required in the office.
23. Daily duty hours of every worker shall be 8 hours for morning, evening and night shift respectively.
24. The Service Provider shall be fully responsible for safekeeping all the bathroom fittings and fixtures throughout the contract period. The current state of each bathroom will be recorded at the time of handing over and signed off by both parties to be always maintained at that level.
25. Service Provider in the performance of its services shall secure, maintain at its own expense all registrations, licenses or permits required by law, and shall comply with all pertinent rules and

regulations of the government.

26. Service Provider shall immediately upon receipt of request replace any janitorial staff who may be considered undesirable and incompetent by the procuring agency.
27. Service Provider will be responsible to provide quality human resource with demonstrable experience in DGHS office as per Qualification & Experience of human resource.

Daily Monitoring:

The service provider's performance will be monitored on daily basis by the Resident Assistant of DGHS. The Resident Assistant at any time will visit and check the cleanliness and other activities of janitorial staff.

- .

The Qualification & Experience of JANITORIAL Personnel are as follow:

Sr.	Manpower Description	Qualification & Experience
1	Supervisor	<ul style="list-style-type: none"> ▪ Act as an interface between the Client and the facility staff. ▪ Maintaining duly signed daily audit sheets and complaint registers. ▪ Record requests and feedback from the contracting authority from time to time and appropriate actions taken. ▪ Coordinate any kind of shifting/ relocations of the hospital staff and the same shall also be reported to the contracting authority ▪ Responsible for the turnout / grooming of the entire facility staff. ▪ Decide on the work and staff deployment on a daily basis. ▪ Maintain attendance for all the staff. ▪ Ensuring presence of the staff at their respective stations and the completion/ compliance of the various duties assigned to them. ▪ Help induce a sense of responsibility, discipline and hygiene in all employees. ▪ Submit the required reporting forms. ▪ Should be medically fit ➤ Education: Matric or Higher ➤ Minimum experience: At-least 2 years ➤ Age: Less than 55 Years
2	Janitor	<ul style="list-style-type: none"> ▪ Should be experienced in janitorial services of high quality assignments which will be proved through documents and photographs. ▪ Has worked in a large enterprise or public sector company.Pick up, carry, and empty refuse or recycling containers into truck. ▪ Load and unload trucks, either by operating equipment or picking up, carrying, and emptying refuse containers into trucks. ▪ Perform other related duties as assigned. Should be medically fit. ▪ Education: NA ▪ Minimum Experience: At-least 1 year ▪ Age: Less than 45 years

3	Sewer man	<ul style="list-style-type: none"> ▪ Should be experienced in sewer cleaning. ▪ Perform other related duties as assigned. ▪ Should be medically fit. ▪ Education: NA ▪ Minimum Experience: At-least 1 year ▪ Age: Less than 45 years
---	-----------	---

Work Force Uniforms and other accessories

1. Penalties:

1.1 The service provider will make sure the presence of total number of staff and will bound to provide Alternate staff in case of any absence/ leave/ off day of routine staff member failing to which a penalty equivalent to one-day salary per worker will be imposed on the service provider in case of shortage/ absence of up to two workers on a single day.

In case of shortage/absence of three or more workers on a single day, a penalty equivalent to one-day salary plus 200 rupees per worker will be imposed on the service provider.

1.2 The Janitorial Service provider shall ensure the required attendance during special occasions. In case of unauthorized / without intimation absence of workers on abovementioned occasions, a penalty of one-day salary plus 200 rupees per worker will be imposed on service provider.

1.3 Non-Financial Penalties

If the performance of the firm is reported to be unsatisfactory/ violating labor laws/ not fulfilling all the conditions of the agreement/ bidding document especially non insurance of staff punitive action may be taken against the service provider including suspension or cancellation of the contract or withholding of performance security or both.

2. Terms & conditions:

1 It will be the sole responsibility of the service provider to abide all existing labor laws of government Including EOBI, PESSI etc.

2 All labor laws will be applicable and service provider will be bounded to observe labor laws in true sense

3 Disbursement of salaries will be made as per financial bid (but not less than minimum wage level as defined by government of the Punjab) through by name Cheque or online transfer mechanism and copy of which or online receipt will be submitted to Procuring agency.

4 The services will be hired for FY 2023-24 (which may be extended for three months by mutual consent).

5 All janitorial staffs are required to wear proper uniform (Khaki or as per approved sample) marked "Janitorial Staff for

DGHS on back side of shirt and their name batch / card on front side, with proper shoes.

6 Before deployment of the services, the service provider will submit samples of uniform for the approval of the procuring agency.

7 Security clearance of the staff provided to procuring agency will be the responsibility of Service Provider.

8 List of deployed janitorial staff with their complete name, CNIC and contact number must be provided to the department.

9 Before any replacement of janitorial staff the service provider must inform the department.

10 The service provider will share the duty/shift roster of deployed Janitorial personnel with the department on weekly basis. •

11 The service provider will also manage the additional resource reliever for smooth and continues cleaning services till the completion of the contract. •

12 The Department may direct to change any personnel on account of misconduct. The service provider must replace the personnel within 24 hours.

13 The deployed staff must clean the floor of washrooms after every 15 minutes while the other areas /offices floor must be clean after every 02 hours.

- 14 The service provider will arrange cleaning equipment, cleaning polishing machine, scrubber dryer, vacuum cleaner etc. for proper cleaning.
- 15 The service provider shall be responsible for maintaining a completely clean and pleasant premise.
- 16 The cleaning of the sewer lines up to the main Pipe shall be the responsibility of the service provider.

- 17 The service provider can submit the suggestions in writing (if any) for better cleaning of the department
- 18 The service provider shall provide the janitorial services from 8 AM to 10 PM in shifts (07 hours/shift), for the contractual period.
- 19 The staff shall be deployed by the service provider during office hours from Monday to Saturday and if necessary on Sunday as per requirements of the Procuring Agency.
- 20 All workers shall be entitled to "leave" according to the Labor Laws with due approval/authorization of their supervisor and service provider will be bound to provide alternate worker.
- 21 Ensure 100% staff required as per contract reports for duty regularly and punctually.
- 22 Supervisor shall be employed by the service provider for 08 hours and shall be responsible to supervise all the shifts.
- 23 In the event of any illness / injuries resulting from any accident to /their staff, service provider will take all the responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same.
- 24 In case of any labor disputes regarding their employees, resolve the same at the earliest to ensure scheduled work is completed satisfactorily and on time.
- 25 Make it understood to their staff that there is no employer – employee relationship between them and the department/procuring agency.
- 26 Ensure that all their Staff assigned be adequately immunized against all types of communicable diseases and periodically monitored through health check-ups.
- 27 The services provider shall provide the names, address, age and a fresh medical certificate of the workers to be deployed.
- 28 The agreed number of workers, relevant items shall be provided within 45 days after signing of this contract or issuance of work order whichever is earlier. In case of failure to provide required workforce, penalty will be imposed for each leftover worker @ Rs. 200 per day.
- 29 Before deployment of workers at procuring agency, an interview of each person/worker will be conducted by the designated committee of the procuring agency to evaluate general behavior & fitness for job. The Service Provider Firm shall be bound to engage and include, only those workers which are recommended by the Client/procuring agency.
- 30 During the term of the Agreement, the Contractor shall be bound to provide and pay for insurance such as EOBI/PESSI of sanitary workers and supervisors; proof of insurance payment will be shared with the client regularly.
- 31 The submitted performance guarantee will be released at the end of the contract after fulfilling all the contractual obligations by the contractor such as provision of the complete details/proof of the payment of insurance such as EOBI/PESSI of all its workers in addition to all other terms and conditions.
- 32 The Contractor shall be bound to provide trainings, as deemed necessary by the client, to its sanitary staff for cleanliness.
- 33 Any of the leave by any worker violating the SOPs notified by the Procuring agency shall also be deductible.
- 34 Daily duty hours of every worker shall be 8 hours for morning, and evening shifts. Provided that late coming, up to one hour, of any worker shall not be considered as deductible and late working, up to one hour, shall not be considered as chargeable.
- 35 Verification of the particulars, reference check and criminal record check, of the workers, shall be the responsibility of the Service Firm.
- 36 Verification of the quality of supplies, equipment specifications and their maintenance check shall be the responsibility of Service Firm.

37 The Service Provider shall be liable to pay compensation for any loss and damage caused to the property of the site by the Service Provider or his workers. The service provider can also partner with an insurance company that will pay to compensate for the damage; on behalf of service provider.

38 The Service Provider shall be fully responsible for safekeeping all the bathroom fittings and fixtures throughout the contract period. The current state of each bathroom will be recorded at the time of handing over and signed off by both parties to be maintained at that level at all times.

39 The Service Provider shall be entirely responsible for the conduct of his staff and in case of any complaint against any staff, Service Provider will be under obligation to take necessary actions when instructed orally or written by the Focal Officer appointed by either procuring agency or contract signing authority. The Service Provider shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any those laws. The procuring agency or contract signing authority shall not be responsible for any such action with regard to staff on the rolls of the service Provider whatsoever.

4. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Department]* (hereinafter called the "Procuring Agency") and, on the other hand, *[name of Third Party]* (hereinafter called the "Third Party").

WHEREAS;

- (a) the Procuring Agency has requested the Third Party to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Third Party, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

Agreed Contract Value _____

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Instruction to Applicants
 - (b) The General Conditions of Contract;
 - (c) The Special Conditions of Contract;
 - (d) Appendices:
 - (e) Award of contract for specified services
2. In the event of any inconsistency between the documents, the following order of precedence shall prevail the Instruction to Applicants, Special Conditions of Contract, the General Conditions of Contract, Appendices.
3. The mutual rights and obligations of the Procuring Agency and the Third Party shall be as set forth in the Contract, in particular:
 - (a) the Third Party shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Agency shall make payments to the Third Party in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Name of Procuring Agency]

[Authorized Representative of the Procuring Agency – name, title and signature]

5: General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Service Provider covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the Directorate General Health Services (DGHS) Punjab, Primary & Secondary Healthcare Department.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Service Provider" means the Bidder or firm supplying the Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1. All Services supplied under the Contract shall have their origin in Pakistan.

4. Standards

4.1. The services supplied under this Contract shall conform to the standards mentioned in the Scope of Services.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

5.4. The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Procuring Agency.

6. Performance Guarantee

6.1. Within Ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in ITB.

6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

6.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding

documents or another form acceptable to the Procuring Agency; or

(b) a cashier's or certified cheque or CDR.

6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

7. Incidental material

7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC.

8. Payment

8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

8.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3 Procuring agency will provide "Mobilization Advance" of two months, subject to availability of funds, in lieu of services to be provided in future, subject to submission of separate bank guarantee with 100% encashment warranty and subject to confirmation by the concerned Bank for each package, duly valid till the clearance of the advance payment in subsequent invoices.

9. Prices

9.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC / BDS.

10. Change Orders

10.1. The Procuring Agency may at any time, by a written order given to the Service Provider, make changes within the general scope of the Contract, only if required for the successful completion of the job.

10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service

Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

11. Contract Amendments

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

12. Assignment

12.1. The Service Provider shall not assign the whole or any part of the contract to anybody else.

14. Delays in the Service Provider's Performance

14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deployment Plan as prescribed by the Procuring Agency in Section VII.

14.2. If at any time during performance of the Contract, the Service Provider encounters conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without fines and penalties.

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its contractual obligations shall render the Service Provider liable to the imposition of fines and penalties.

15. Liquidated Damages

15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the 10% of the contract price. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

**16. Termination
for Default**

16.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2
- (d) of The PPRA Act, 2009.

(d) *“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:*

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) -designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following: coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial,

noncompetitive levels for any wrongful gain; offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.

16.2. In the event, the Procuring Agency terminates the Contract in whole or in part, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

- 7.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 7.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight

embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

18. Termination for Insolvency

18.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

- 19. Termination for Convenience** . The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 19.2. The Services that are complete (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices.
- 20. Resolution of Disputes** . After signing the contract, the Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.
- 21. Governing Language** 21.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 22. Applicable Law** 22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
- 23. Notices** . Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.
- 23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. Taxes and Duties

24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until provision of the contracted Services to the Procuring Agency.

6. Special Conditions of Contract

Expiration of Contract: The time period shall be 90 days after signing of the Contract and may be extended further during this financial year subject to satisfactory performance, requirements of the Procuring Agency & availability of funds.

Contract price The Contract price is Rs. _____ inclusive of all taxes.

Documents' Ownership Complete documents, Final Report, Data Base will be the property of the Procuring Agency.

7. ANNEXURES

ANNEXURE-I

Bid Form

[To be signed & stamped by the Service Provider and reproduced on the letter head. To be attached with the Financial Bid]

Date: _____

To

[Name and address of Procuring Agency]

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree that our Bid will be valid for a period of 180 Days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:-

All documents required in the Bidding Documents

Financial bid includes the following:-

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.

- c) Original Bid Security Form along with Original Bid Security (*Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque*) valid for 180 Days.
- d) *Any other document required by the procuring agency not inconsistent with PPR-14(amended).*

We understand that you are not bound to accept the lowest or any Bid you may receive. Dated this

_____ day of _____ 20_____.

[signature] *[in the capacity of]*
Duly authorized to sign Bid for and on behalf of _____

General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

		Particulars			
Company Name					
Abbreviated Name					
National Tax No.			Sales Tax Registration No		
PRA Tax No.					
No. of Employees			Company's Date of Formation		

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Employer, if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *Project Management Unit, P&SH Department* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *Project Management Unit, P&SH Department*. The undersigned further affirms on behalf of the firm that:

- (i) The firm has not been blacklisted by any Department.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document is found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department.

[Name of the Contractor/ Bidder/ Service Provider] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

[Name and address of Procuring Agency]

WHEREAS (Name _____ of the Contractor/ Service Provider) _____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE **"PROVISION OF JANITORIAL SERVICES"** procurement of the following:

1. Package NO. _____
(Here in after called "the Contract").

AND WHEREAS, it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Contractor a Guarantee;

THEREFORE, WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

ANNEXURE-II

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your invitation to bids dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the bidding documents: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope".

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the documents.
- (c) We have no conflict of interest.
- (d) We undertake to negotiate the Contract as per PPRA Rules 2014. We accept that the substitution of Key Experts may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (f) We undertake to observe the laws against fraud and corruption, including bribery, in force in the country.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the schedule.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: Name and Title of Signatory:

Address:

Contact information (phone and e-mail):

ANNEXURE-III

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s)} {Insert amount(s) in words and figures} which is lump sum for the whole assignment, including all direct and indirect local taxes and out of pocket expenses.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail: _____

ANNEXURE-IV

**INTEGRITY PACT
AFFIDAVIT (Rs: 100/- Judicial Stamp Paper)**

We _(Name of the bidder / Firm)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent/ representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20____ Notary Public