

Dow University of Health Sciences Karachi



Bidding Documents

**Single Stage – Two Envelope Procedure
As per Rule 46 (2) of SPPRA, 2010 (Amended 2019)**

IFB / NIT No: DUHS/DP/2021/-137/139 Dated 27 April 2021

**HIRING OF JANITORIAL SERVICES
FOR ACADEMIC & ADMINISTRATION BLOCKS**

(Ref. No. DUHS/DP/2021/139)

INSTRUCTIONS TO THE BIDDERS

1. GENERAL

1.1 Introduction

Dow University of Health Sciences, Karachi hereafter referred to as “**DUHS or Procuring agency**” desires to hire the Professional **Janitorial Services providers** for its **Academic and Administration Blocks at its Ojha Campus, Dow Medical College Campus and other facilities in Karachi.**

1.2 Scope of Work

1.2.1 Bidder would be hired as per evaluation criteria of this document to provide services as mentioned in Annexure – C. Successful bidder would enter in to a **Framework Contract** as per Rule- 15 (B) of SPPRA Rules (Amended 2019).

1.2.2 Bidding shall be conducted under Rules 46 (2) "**Single Stage – Two Envelopes**" (Technical and Financial bids) procedure laid down in SPPRA Rules 2010 (Amended upto date). The contract shall be awarded as per evaluation criteria mentioned in this document.

1.2.3 Bidders shall submit their bids with proper Indexing Table / Page Numbers and attach all the mandatory / required documents in Annex or Tagging format.

1.3 Source of Funds

1.3.1 Dow University of Health Sciences (DUHS), Karachi has allocated funds towards the cost of “**Janitorial Services**” from its own resources.

2. ELIGIBLE BIDDERS

The bids which meet the following minimum **ELIGIBILITY CRITERIA (MANDATORY REQUIREMENT)** would be declared responsive for further evaluation as per Evaluation Criteria specified in this bidding document. **Documentary evidence must be attached in respect thereof:**

2.1 Original Tender Purchase Receipt / Pay Order of Tender Fee.

2.2 Bidder should be based in Karachi or should have a branch in Karachi. Office details at Karachi and all provincial headquarters (if any) with Phone Numbers / Addresses.

2.3 Copy of CNIC of signatory of the Bid Forms.

2.4 Bidder must be available on ‘**List of Active Tax Payers**’ of FBR website (for Income Tax).

2.5 Bidder must be available on ‘**List of Active Tax Payers**’ SRB website (for Sales Tax).

2.6 Valid **Professional Tax Certificate**.

2.7 Valid registration with **SECP / Registrar of Firms**.

- 2.8 Valid certificate of Registration of **Employees Old-Age Benefit Institution (EOBI)**.
- 2.9 Valid certificate of **Social Security Registration of employees. Registration Certificate with SESSI**.
- 2.10 Duly signed and stamped General Compliance Certificate as per the format give at **Annexure-B** of this document.
- 2.11 Duly signed and stamped Compliance to Scope of Work as mentioned vide **Annexure-C** of this document.
- 2.12 Bidder / Company Profile / Details as per **Annexure – D**.
- 2.13 Average annual turnover in preceding 3 years (on closing of last fiscal year) should **be above Rs. 25.000 million**, demonstrated through **Income Tax Returns (ITR – FBR)**, details to be submitted as per **Annexure – E**.
- 2.14 Valid Clients List as per specimen given at **Annexure – F**.
- 2.15 Percentage of payment (tentative) to be paid to the staff out of total payment claimed by the bidder from DUHS (attach progressive schedule month-wise for complete one year).
- 2.16 Duly signed and stamped Affidavit on Stamp Paper of Rs. 100/- as per Specimen at **Appendix – 1**.
- 2.17 **Original Reference Letters / Satisfactory Performance Certificates** from current employer(s) on their official letter head duly signed and stamped by the competent authority, showing that bidder is providing **100 or more Janitor’s Services at a time on yearly contract basis**. The bidder already working in the DUHS must submit the original satisfactory performance certificate issued by the Registrar, DUHS, otherwise their bid will be rejected instantly.
- 2.18 Valid documentary evidence in support of eligibility / qualification and evaluation criteria and conformity with required terms and conditions of Scope of Work / Services given in the Tender Document.
- 2.19 Bidder must have secured minimum 70 qualification marks in Technical Evaluation Criteria described at Clause 16.

3. COST OF BIDDING

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its documents, while DUHS, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. CLARIFICATIONS OF BIDDING DOCUMENTS

- 4.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives not later than five **(05) working days** prior to the deadline for the submission of bids. Written copies of the Procuring agency’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

5. AMENDMENT OF TENDER DOCUMENT

- 5.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by issuing corrigendum / addendum.
- 5.2 Any corrigendum / addendum thus issued shall form eternal part of the tender document. To offer bidders a reasonable time frame in which to take a corrigendum / addendum into account in preparing their bids, the DUHS may at its discretion extend the deadline for submission of bids.
- 5.3 All interested bidders that have purchased the bidding documents will be notified of the corrigendum / addendum in writing, and will be binding on them.

6. LANGUAGE OF BID

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

7. BID PRICE

- 7.1 Price / bid offer should be quoted in Pak Rupees as per format given at **Annexure – I**.
- 7.2 The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
- 7.3 The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).
- 7.4 If there is no mention of taxes or calculation error, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the SST / GST or other taxes during the contract period shall be passed on to the Procuring Agency.
- 7.5 The price / bid offer shall be entered against each personnel / material / equipment for the whole duration of contract period.
- 7.6 Bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.

8. BID SECURITY / EARNEST MONEY

- 8.1 The Bidder shall Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee (**Annexure -G**) in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of 28 days beyond the bid validity period. The Bid Security shall be attached with the Financial Proposal. No interest will be paid on Bid Security. Photocopy of the Bid Security shall be attached with the Technical Proposal after hiding the amount.

- 8.2 Any bid not accompanied by an acceptable bid security shall stand rejected.
- 8.3 The bid security / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.
- 8.4 The bid security of the successful bidder will be returned only when the bidder furnish the required Performance Security and signed relevant contract agreement.
- 8.5 **The security deposit may be forfeited / confiscated:**
- i. If a bidder withdraws his bid during the period of bid validity.
 - ii. If the bidder does not accept the correction of his bid price.
 - iii. In the case of a successful bidder, if he fails to sign the contract agreement.
 - iv. If the bidder fails to provide the requisite Services.
 - v. If the bidder fails to fulfill the requirements upon which he has given certificates / affidavits etc.

9. VALIDITY OF BIDS

- 9.1 All bids shall remain valid for **90 (ninety) days** from the date of opening of bids. A bid valid for a shorter period shall be rejected by the DUHS as nonresponsive.

10. CLARIFICATIONS / CORRECTIONS OF BID

- 10.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought offered or permitted.
- 10.2 Arithmetical errors will be rectified on the following basis:
- i. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
 - ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

11. RESPONSIVENESS OF BIDS

- 11.1 The valid bid security / earnest money is submitted **(Copy of the requisite Bid Security without showing the rates must be attached with the Technical Bid).**
- 11.2 The bid is valid till required period.
- 11.3 The bidder had quoted all the items / services exhibited at **Annexure-I (Schedule of Requirement / BoQ)**.
- 11.4 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 11.5 Compliance to all terms and conditions of tender document on specified

- formats.
- 11.6 The bidder is eligible for tendering and possesses the requisite experience.
 - 11.7 The bid does not
 - 11.8 deviate from basic requirements.
 - 11.9 The bidder submitted all mandatory / requisite documents as mentioned in the tender document.
 - 11.10 The bid is generally in order.

12. SUBMISSION OF BIDS

- 12.1 Bids should be submitted in accordance with SPPRA Rules 46 (2) Single Stage – Two Envelope Procedure.
 - (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - (b) Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
 - (d) Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
 - (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
 - (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance; and
 - (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- 12.2 The technical bid should contain all the relevant information and desired enclosures in the prescribed format. The financial Bid should contain only Financial Proposal and Bid Security. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- 12.3 Technical / Financial Bids should be submitted in sealed envelope. The inner and outer envelopes shall:
 - a. be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - b. bear the Notice Inviting Tender / Invitation for Bids (NIT / IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet.
- 12.4 Opened or e-mailed or faxed or telexed bids will not be accepted.
- 12.5 Any bid received by the DUHS after the date and time of tender opening will be rejected and returned as unopened to sender / bidder.
- 12.6 Bids qualified by such vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly.

- 12.7 Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder's performance of services. Bid against the Government Rules and Policies, Conditional Bid, Ambiguous Bid or incomplete Bid and Bid without Bid Security will be rejected. No supplementary or revised offer after the opening of bids shall be entertained.
- 12.8 In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
- 12.9 In case of discrepancies between the Invitation for Bid (IFB) / Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.

13. DEADLINE FOR SUBMISSION OF BID

- 13.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 12.3 no later than the time and date specified in the Bid Data Sheet.

14. OPENING OF BID

- 14.1 Procurement Committee will publically open the Sealed Technical Bids first at the date, time and place given in the Bid Data Sheet in the presence of bidder's representatives who choose to be present, while the Financial Bids of all prospective bidders would be kept in safe custody at DUHS. After declaration of Technical Bid Results, the Sealed Financial Bids of only Technically Qualified firms would be opened publicly at time / date to be announced later. Whereas, Sealed Financial Bids of technically non-qualified bidders will be returned unopened / unprocessed.
- 14.2 The name of bidder, details of bid price and such other details as the committee at its discretion may consider appropriate, will be announced at the time of Sealed Financial Bid opening process.
- 14.3 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.
- 14.4 The DUHS reserves the right to reject any one or all bids / proposals or scrap / cancel the tender as per relevant SPPRA Rules 2010 (Amended upto date).

15. EVALUATION OF BIDS

- 15.1 The bids not responsive to the MANDATORY ELIGIBILITY CRITERIA provided at Clause 2 and Responsiveness of Bid according to Clause 11 shall not be eligible for further Technical Evaluation.
- 15.2 The relevant Committee will evaluate and compare only the bids previously determined to be responsive submitted by an eligible bidder.
- 15.4 The bids shall be evaluated on complete package basis (all groups basis). The bids for partial / limited items / limited groups shall not be considered and rejected.
- 15.5 It will be examined in detail whether the janitorial services offered by the company complies with the provisions of this tender document. For this

purpose, the company's data will be compared with the tender document eligibility and evaluation criteria along with visit to company facilities / offices for physical inspection (if required).

- 15.6 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no deviation / stipulation shall be taken by the company.
- 15.7 Technically qualified / successful bidder(s) / Tenderer(s) shall be eligible for Financial Proposal(s).
- 15.8 The Price evaluation will include all duties, taxes (Federal/Provincial/Local) and expenses etc. In case of any exemption of duties and taxes made by the Government (Federal/Provincial/Local), the contractor shall be bound to adjust the same in the Financial Proposal. The benefit of exemption from or reduction in the SST / GST / Income Tax during the contract period shall be passed on to the DUHS.
- 15.9 DUHS shall not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder.
- 15.10 Bidder shall be bound to produce the original documents for verification on the request of DUHS. If bidder failed to produce the original documents within the prescribed time schedule their Bid will be rejected.

16. BID EVALUATION CRITERIA

- 16.1 The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.
- 16.2 Bidders achieving minimum **70% points / marks** will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

S#	Evaluation Parameters/Sub-parameters	Maximum Points	Bidder Response
1.	Head office and Regional offices across the Pakistan: <i>(Please attach list of all offices with complete address and contact information)</i>	Max. 10	
1.1	Head Office with 3 regional offices	10	
1.2	Head Office with 2 regional offices	8	
1.3	Head Office with 1 regional office	5	
1.4	Head Office in Karachi	3	
2.	Experience in Handling Janitorial Services contracts throughout Pakistan - (Credible documentary evidence must be provided)	Max. 15	
2.1	Established during 2016-2020	15	
2.2	Established during 2011-2015	10	
2.3	Established during 2010 or early	05	
3.	Past Experience: Number of ongoing / completed projects for providing the Janitorial Services during the last 5 years to any Public Sector Organization OR any Private Sector large National / Multi-National organization registered with SECP. <i>(Valid documentary evidence showing the required details to be attached). NOTE:- If a contract extended by the employer(s) for next 12 month or more period all such projects shall be considered as a separate yearly Project(s). No point shall be given for less than 12 month's period.</i>	Max. 30	

S#	Evaluation Parameters/Sub-parameters	Maximum Points	Bidder Response
3.1	Providing ≥ 200 Janitorial Staff for min. 12 month period (6 Marks for each project – Maximum 30 Marks)	30	
3.2	Providing ≥ 150 Janitorial Staff for min. 12 month period (4 Marks for each project – Maximum 20 Marks)	20	
3.3	Providing ≥ 100 Janitorial Staff for min. 12 month period (3 Marks for each project – Maximum 15 Marks)	15	
3.4	Providing ≥ 50 Janitorial Staff for min. 12 month period (1 Marks for each project – Maximum 5 Marks)	05	
4.	Client’s Satisfactory Performance Certificate issued during the last 5 years by any Public Sector Organization OR any Private Sector large National / Multi-National organization registered with SECP. (Please provide satisfactory performance letter / certificate issued during the last 3 years)	Max. 20	
4.1	Above 20 Clients	20	
4.2	Above 15 Clients	15	
4.3	Above 10 Clients	10	
4.4	Above 5 Clients	05	
4.5	Above 2 Clients	02	
6.	Human Resource / Total Number of Employees on Bidder’s Payroll (Supported with attested EoBI’s most recent contribution payment slip)	Max. 10	
6.1	Above 200 Employees	10	
6.2	Above 100 Employees	07	
6.3	Above 50 Employees	04	
7.	Relevant & valid ISO Certification (Credible documentary evidence must be provided)	Max. 5	
7.1	Yes	05	
7.2	No	00	
8.	Average Annual Turnover during last three (03) financial years (Income Tax Return Forms must be attached as supporting documents)	Max. 10	
8.1	Above 150 Million	10	
8.2	Above 100 Million	07	
8.3	Above 50 Million	05	
8.4	Above 25 Million	03	
8.5	Below 25 Million	00	
TOTAL MARKS		100	

17. REJECTION / ACCEPTANCE OF BID

- 17.1 A bid determined as non-responsive will be rejected and will not be made responsive by the bidder by correction of the non-conformity.
- 17.2 Bids are invited as per Single Stage – Two Envelope Procedure in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2019). In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected.
- 17.3 The bid shall be rejected if:
- i. it is substantially non-responsive in a manner prescribed in this tender document; or
 - ii. it is against the Pakistani Laws, Rules, Regulations, Policies, Permits,

- Codes etc.; or
- iii. bidder has conflict of interest with the DUHS; or
- iv. bidder engages in corrupt or fraudulent practices in competing for Contract award; or
- v. bidder tries to influence the bid evaluation / Contract award; or
- vi. bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- vii. unsigned, incomplete, partial, ambiguous, conditional, alternative, late; or
- viii. subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- ix. any bidder encloses the financial bid within the technical bid, the same shall be rejected, as bids are invited according to the Single Stage – Two Envelope Procedure in accordance with sub rule 2 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2019). In case; or
- x. qualified by vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly; or
- xi. without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
- xii. bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-2); or
- xiii. bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ; or
- xiv. bid submitted with shorter bid validity period; or
- xv. bidder fails to meet the minimum evaluation criteria requirements; or
- xvi. bid not accompanied by the Bid Security (Earnest Money) of required amount and form; or
- xvii. bidder refuses to accept the corrected Total Bid Amount / Price; or
- xviii. the Bidder has been blacklisted by any public or private sector organization; or
- xix. bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or
- xx. rates quoted by bidder are not workable (not meeting the requirements of minimum wages, Income Tax, Sales Tax, EOBI, SESSI, Gratuity etc.), or on higher side etc.

18 PROCESS TO BE CONFIDENTIAL

- 18.1 No bidder shall contact DUHS on any matter relating to its tendering process from the time of opening to the time of tendering announcement.
- 18.2 Any effort by a bidder to influence DUHS in the evaluation, comparison or selection decision may result in the rejection of its bid.

19 COMPLIANCE CERTIFICATE

- 19.1 The bidder should agree with the terms and conditions as mentioned in Annexure – B.

20 AWARD CRITERIA

- 20.1 Subject to Clause 21, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially

responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21 PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

21.1 The Procuring agency reserves the right to accept or reject any bid, as per Rule 25 of SPPRA Rules 2010 (Amended up to date) and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

22 PROCURING AGENCY'S RIGHT TO VARY QUANTITIES

22.1 The Procuring agency reserves the right to increase and/or decrease the quantity and/or drop the any or multiple services(s) originally specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ without any change in unit price or other terms and conditions during the contract period.

23 REQUIREMENT / FORMAT OF BID

23.1 All bidders shall quote their **firm and final rates** including all the taxes, duties, levies, cess etc. on the format given at **Annexure – I** and attach the requisite **Bid Security / Earnest Money** in the form of a Pay Order / Demand Draft / Bank Guarantee as per this Tender Document requirement / obligations.

24 ALTERNATIVE BIDS

24.1 Alternate Bids shall not be allowed, if any bidder elects to submit alternative bid(s) / proposal(s), both bids viz. ORIGINAL and ALTERATIVE will be rejected straightaway.

25 NOTIFICATION OF AWARD

25.1 Prior to expiration of the bid validity period or extended bid validity period, the Procuring agency will notify the successful bidder in writing about the acceptance of the offer delivery by hand or by registered letter or by Courier or by e-mail. The notification of award will constitute the formation of the contract.

26 PERIOD OF CONTRACT

26.1 Initially contract shall be signed for a period of one year (12 months), however, DUHS at its own discretion can extend the contract for a further period of one year (12 months). The contractor shall be bound to provide the services & goods for extended period without any increase in rate and terms & conditions.

27 CONTRACT AGREEMENT

- 27.1 Subject to the fulfillment of all codal formalities, the Procuring agency will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. DUHS and Bidder will sign the Contract Agreement on the stamp paper.
- 27.2 DUHS reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of contract agreement) and forfeit Security Deposit/ Performance Bond and any amount due to the service provider. The bidder shall reproduce draft contract agreement provided by DUHS on stamp paper with stamps affixed of the value equals to the prevailing Government rules / rates. Bidder shall pay the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.
- 27.3 The bidder shall not alter/add/delete any article, clause or chapter of the draft contract agreement. However, the Service Provider may rephrase any clause, article or chapter with the consent of the DUHS for the purpose of clarity, legality, or otherwise except where scope of work, terms & conditions, and service charges is not adversely affected against the DUHS.
- 27.4 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

28 PERFORMANCE SECURITY

- 28.1 The Successful bidder shall submit the Performance Security / Guarantee in the amount specified in the Bid Data Sheet in the shape of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee in favour of Dow University of Health Sciences, Karachi issued by a scheduled bank in Pakistan valid for a period of ninety (90) days beyond the date of completion / expiry of the contract. No interest will be paid on Performance Security.
- 28.2 Forfeiture of Performance Security
- a) In the event of failure to provide services as per Contract Agreement / Work Order within the stipulated period, the security deposit may be forfeited.
 - b) In that event, acquiring of the said services may be taken from the next lowest bidder vide the same Work Order at contractors risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
 - c) If any equipment / instrument or property of DUHS is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.
- 28.3 Refund of Performance Security: After successful completion of services in contractual period, performance security will be refunded within the six months if not extended for further period.

29 CANCELTION OF CONTRACT

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

30 TERMINATION FOR DEFAULT

30.1 DUHS without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, may terminate this Contract in whole or in part:

- (a) if the contractor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the DUHS; or
- (b) if the contractor fails to perform any other obligation(s) under the Contract.
- (c) if the contractor, in the judgment of the DUHS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

31 FORCE MAJEURE

31.1 The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DUHS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the contractor shall promptly notify the DUHS in writing of such condition and the cause thereof. Unless otherwise directed by the DUHS in writing, the Contractor 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.

32 TERMINATION FOR INSOLVENCY

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

33 TERMINATION FOR CONVENIENCE

33.1 The DUHS, by written notice sent to the Contractor, 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 DUHS's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

34 RESOLUTION OF DISPUTES

34.1 In the case of a dispute between the DUHS and the Contractor, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Amended 2019).

35 GOVERNING LANGUAGE

35.1 The Contract shall be written in the ENGLISH language All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

36 APPLICABLE LAW

36.1 The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi - Pakistan shall have exclusive jurisdiction.

NOTICE INVITING TENDER (NIT)
No. DUHS/DP/2021/-137/139 Dated 27 April, 2021

Dow University of Health Sciences (DUHS), Karachi invites the bids for following services from well-reputed Services Providing Agencies / Companies registered with SRB & FBR to provide Services at the various campuses of DUHS besides other Health / Diagnostic Facilities and Lab. Collection Units across Sindh Province, Quetta and Hub.

Name of Bid	Bid Reference No.
Hiring of Security Services Company	DUHS/DP/2021/137
Hiring of Janitorial Services for Health facilities of DUHS along with Dow Lab. Collections Points in Karachi city and across Sindh Province besides Quetta & Hub city of Balochistan Province.	DUHS/DP/2021/138
Hiring of Janitorial Services for Academic and Administration Blocks of DUHS	DUHS/DP/2021/139

Tender Fee	Rs. 2,000/- (Rupees two thousand only) Non-Refundable in shape of Pay Order / Demand Draft / CDR in favor of Dow University of Health Sciences, Karachi
Bidding Procedure	Single Stage – Two Envelope Procedure shall be applied
Bid Security	2% of the total bid value in the form of CDR / Bank Guarantee / Demand Draft / Pay Order in favor of Dow University of Health Sciences with the Financial Bid.
Purchasing Date & Time	From the date of publishing to 24 May 2021
Bids Delivery Date & Time	25 May 2021 up to 11:00 Hrs.
Bid Opening Date & Time	25 May 2021 at 11:30 Hrs.

Bidding Document containing detailed terms & conditions can be obtained against pay Order / Demand Draft of Rs. 2,000/- (non-refundable) being tender fee in favour of Dow University of Health Sciences during office hours. No tender shall be sold on the date of opening of bid. Tender Notice and bidding documents are also available on the websites of Dow University of Health Sciences (www.duhs.edu.pk) and Sindh Public Procurement Regulatory Authority (www.ppms.pprasinhd.gov.pk), in this situation, bidder is required to enclose Pay Order / Demand Draft / CDR of tender fee (Rs. 2000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing date. DUHS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on the both websites, DUHS will not be responsible of any confusion or misunderstanding in this regard.

In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time and venue.

The Dow University of Health Sciences, Karachi (DUHS) reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended 2019).

Address for Purchasing of bidding documents, submission and opening of bids:

Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
 Phone No. + 92-21-99261497, Email: director.procurement@duhs.edu.pk

Director Procurement
Dow University of Health Sciences, Karachi

Bid Data Sheet

The following specific data for the goods / services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB 1.1	Name of Procuring Agency: Dow University of Health Sciences, Karachi (DUHS)
ITB 1.1	Name of Contract: Hiring of Janitorial Services for Academic and Administration Blocks of DUHS (Ref. No. DUHS/DP/2021/139)
ITB 4.1	Postal Address: Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi. Phone No. + 92-21-99261497, Email: director.procurement@duhs.edu.pk
ITB 6.1	Language of the bid shall be ENGLISH.
ITB 7.1	The price quoted shall be in Pakistani Rupee
ITB 7.2	The price shall be fixed during the contract period.
ITB 8.1	Amount of bid security shall not be less than 2% of the total bid price of one year (12 months).
ITB 9.1	Bid validity period shall be 90 days
ITB 12.3 (a)	Dow University of Health Sciences (Ojha Campus), SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
ITB 12.3 (b)	IFB/NIT Title: Hiring of Janitorial Services for Academic and Administration Blocks of DUHS (Ref. No. DUHS/DP/2021/139) IFB/NIT No. DUHS/DP/2021/-137/139 dated 27 April 2021 “Must bear the name of the bidder” and a warning “Do Not Opened Before the time and date of bid opening”
ITB 13.1	Deadline for bid submission: Date: 25 May 2021 Time: upto 11:00 Hrs.
ITB 14.1	Date, Time and Place of Bid opening Date: 25 May 2021 Time: 11:30 Hrs. Place: Dow University of Health Sciences (Ojha Campus), Procurement Directorate at Library Block, SUPARCO Road, off Main University Road, Gulzar-e-Hijri, Scheme No. 33, Karachi.
ITB 28.1	Amount of Performance Security shall not be less than 2% of the total contract value of one year (12 months).

TECHNICAL PROPOSAL SUBMISSION FORM
(On Bidder's / Company's / firm's Letterhead)

[Location, Date]

To (Name and address of Client / DUHS)

Dear Sir,

We, the undersigned, offer to provide the the (insert title of assignment) in accordance with your IFB / NIT / Tender Document No. (insert number) dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical and Financial Bids sealed in one envelope.

Having examined the bidding documents including Addenda / Corrigendum Nos. [insert numbers & Date of individual Addendum / Corrigendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the SERVICES / GOODS under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. We undertake, we have no reservation to these Bidding Documents.

We undertake, if our bid is accepted, to deliver the Services / Goods in accordance with the delivery schedule specified in the schedule of requirements. If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents. We agree to abide by this bid, for the Bid Validity Period specified in the Bid Document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the 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. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan. We confirm that we comply with the eligibility requirements of the bidding documents.

We also confirm that the any Government organization (Federal / Provincial / Local) 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.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

FINANCIAL PROPOSAL SUBMISSION FORM
(On Bidder's / Company's / firm's Letterhead)

[Location, Date]

To (Name and address of Client / Competent Authority (DUHS))

Dear Sir,

We, the undersigned, offer to provide the **(Insert title of assignment)** in accordance with your IFB / NIT / Tender Document No. **(insert number)** 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, duties, levies, Cess, Octroi etc.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Bid / Proposal and Contract execution.

We also declare that the any Government organization (Federal / Provincial / Local) 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.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

GENERAL COMPLIANCE CERTIFICATE

DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS
(On PKR 100/- Stamp Paper)

[Location, Date]

To: [Name and address of Employer]

Re: Tender Reference NO. DUHS/DP/2021/_____, Dated _____ 2021,
“Hiring of Janitorial Services for Academic and Administration Blocks”.

Dear Sir,

I/we carefully gone through the Terms & Conditions as mentioned in the above referred Tender documents. I/we declare that all the provisions of this Tender are acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

SCOPE OF WORK

“Hiring of Janitorial Services for Academic and Administration Blocks” (On Bidder’s / Company’s / firm’s Letterhead)

1. **Aim:** For maintaining optimum hygienic conditions and general cleanliness round the clock, bids are invited from reputable and well equipped Janitorial Contractors for Janitorial Services to be rendered at the designated campus and premises of Dow University of Health Sciences (DUHS), Karachi. The contractor will follow all the protocols prescribed by DUHS from time to time specially with regards to the working methods and time schedule at all areas of the relevant location. The following are the scope of work to be performed if hired for provision of required services for DUHS.

2. **SCOPE OF WORK**

- i. Sweeping & Cleaning of all Units / Academic Blocks / Admin Blocks / Seminar Rooms / Lecture Halls / Offices / Corridors / Hostels / Laboratories etc.
- ii. Sweeping and Cleaning of Bituminous & R.C.C. Road and Footpaths.
- iii. Cleaning of Sewerage System including septic tanks.
- iv. Cleaning of all open areas.
- v. Cleaning of all windows and glazing and glass (inside and outside)
- vi. Removal & disposal of non-infected (regular) garbage and infected medical waste.
- vii. The Janitor will provide along with usual service as follow.
 - a. Maintain the Cleanliness of the equipment used there-in.
 - b. Maintain the Cleanliness of the furniture / fixture used there-in.
- viii. Services will be timely framed as and when required.
- ix. The contractor shall supply all equipment, tools and cleaning supplies necessary to perform the cleaning specifications listed. The contractor shall keep all equipment clean, disinfected and in working order.
- x. The contractor shall supply all consumables, which includes: toilet tissue; liquid hand wash; disinfectants; garbage bags for disposal of non-infected and infected waste; bags for trash receptacles, etc., of the best quality duly approved by the competent authority.
- xi. All staff assigned to work at DUHS will undergo orientation by DUHS staff prior to starting the work.
- xii. All staff assigned to work at DUHS must be registered with DUHS HR and receive DUHS I.D., which must be displayed at all times when working on the campus.
- xiii. Contractor’s staff at DUHS facilities will be supervised by Admin staff.
- xiv. All contractor’s staff assigned to work at DUHS will have to sign in and out of their shifts using the existing daily attendance verification system.

3. **CLEANING SPECIFICATIONS AND GUIDELINES**

A. **DAILY SERVICES (MONDAY THROUGH SATURDAY) PUBLIC AREA:**

Corridors and Lobbies.

- i. Vacuum clean all carpet areas, place mats, and spot clean major stains.
- ii. Tiled floors / Hard surfaces: Sweep clean with dust mop, Dam mop all surfaces, Scrub clean all area of high spoilage, Damp mop and buff marble / tile surface, Buff brush all polished surfaces.
- iii. Tiled floors will be polished as needed to present an attractive appearance at all

times.

- iv. Cleaning of all windows and glazing and glass (inside and outside).
- v. All wastebaskets / ashtrays emptied and wiped with damp cloth or washed when required. Replace plastic liner daily. Sweep clean waste disposal area.
- vi. Dust all ledges and other flat surfaces including windowsills, chairs, tables, pictures and all manner of furnishings within reach with a treated cloth. Use extension pole for high window ledges and core lighting.
- vii. Remove fingerprints, smudges and stains on building directories, doorframes, wall switches, relights and glass partitions.
- viii. Spot clean all vinyl wall coverings and painted surfaces.
- ix. Clean, disinfect and polish all drinking fountains.
- x. Maintain janitor closets and fire hose cabinets in a clean and orderly condition.
- xi. Turn off all lights, leaving on only the emergency lights.
- xii. Dust signs with dry clean cloth.

Elevators

- i. Floor will be swept and mopped or vacuumed as required including all corners with edges, spot clean if needed.
- ii. Elevator stainless steel and glass wiped cleaned.
- iii. Walls and rails wiped clean with treated cloth.
- iv. Clean and polish exterior of all elevator doors and trim.
- v. Elevator door tracks vacuumed daily.

Stairwells

- i. All stairwell landings, stairs and flooring under stairs swept and mopped or vacuumed as required.
- ii. Cleaning of all windows and glazing and glass (inside and outside)
- iii. High areas cleared of cobwebs and dust using an extension tool.
- iv. All stairwell corners cleaned out.
- v. All handrails wiped clean with disinfectant cleaner.
- vi. Light fixtures dusted.

Restrooms

- i. Ceramic tile and vinyl floors will be mopped with disinfecting soap and machine scrubbed, removing any mop sludge accumulated on toilet base, wall and partitions.
- ii. Clean and polish mirrors, clean enameled surface and shelving.
- iii. Clean and polish plumbing piping, toilet seat hinges and other metal work.
- iv. Thoroughly clean and wash with disinfectant soap sinks, basins, urinals and toilet bowls; remove stains and make certain to clean under sides of rims.
- v. Low ledges, sills, tops of partitions to be cleaned with damp treated cloth.
- vi. Damp wipe and wash with disinfectant all baby-changing tables. Ceramic tile should be wiped down, spot clean walls including all partitions next to toilets, urinals and sinks. Notify Supervisor in writing, etc. items that cannot be removed. Also notify Admin.
- vii. Disposal trash cans including sanitary napkin dispensers. Must be emptied, cleaned and disinfected regularly.
- viii. Soap dispensers, paper towel and toilet tissue dispensers wiped clean, polished and refilled. All dispensers to be checked every evening.
- ix. Cleaning of all windows and glazing and glass (inside and outside)

Exterior Entrance Areas

- i. Sweep and vacuum walk off mats.
- ii. Empty and dry polish all trash cans.
- iii. Clean and polish glass on all entrance doors both sides.
- iv. Clean door facings.
- v. Exterior sidewalks, remove all trash.

B. DAILY SERVICES (MONDAY THROUGH SATURDAY) – NON-PUBLIC AREA

- i. Dust cleared surface areas of desks, chairs, office furniture, counter tops, filing cabinets, window ledges, top surfaces of photocopier, telephones, books, tables and other flat surfaces, straightening magazines if present. However, never move papers, unplug or move any office equipment unless arrangements are made with tenant and/or Management Office if cleared.
- ii. Vacuum clean and/or dust clean curtains and drapes, venetian blinds, ledges, cornices, walls, ceiling, name plates, upholstery, books and shelves etc.
- iii. Remove fingerprints, smudges and stains on building directories, doorframes, wall switches, relights and glass partitions.
- iv. Cleaning of all windows and glazing and glass (inside and outside)
- v. Spot clean cabinet doors and appliance exterior for spills
- vi. Vacuum clean all carpet areas and spot clean all major stains four (4) inches in diameter or smaller, not to exceed two (2) spots per room. Remove all paper clips and staples from all floor areas.
- vii. Sweep and/or dust mop all hard surface floors. Spot clean floors.
- viii. Damp mop all hard surface floors.
- ix. Floors mopped and sanitized in defined places
- x. All wastebaskets / ashtrays emptied and wiped with damp cloth or washed when required. Replace plastic liner daily. Sweep clean waste disposal area.
- xi. All paper trash will be collected, bags tied and emptied into the building trash dumpster
- xii. Thoroughly clean and wash with disinfectant soap all sinks, basins, urinals and toilet bowls, remove stains and make certain to clean under sides of rims.
- xiii. Soap dispensers, paper towel and toilet tissue dispensers wiped clean, polished and refilled. All dispensers to be checked daily.
- xiv. All vinyl wall covering and painted wall surfaces will be spot cleaned.
- xv. Lights to be turned off, doors locked and alarms set as requested.

C. WEEKLY SERVICES – NON-PUBLIC AREAS

- i. Dust and polish tops of desks (if cleared), chairs, office furniture, counter tops, filing cabinets, ledges, equipment and flat surfaces with treated cloth, removing all removable spots and dirt weekly.
- ii. Dust fixtures, picture frames, windowsills and window blinds.
- iii. Wipe out microwave ovens.
- iv. Empty “catch basins” on bottled water coolers.
- v. Wipe down tile walls and toilet compartment partitions
- vi. Wet mop all hard surface floors.
- vii. Flush floor drains with clear water and enzyme disinfectant, clean and polish metal drain cover.
- viii. Remove all scuffmarks from hard surface flooring.
- ix. Clean and polish plumbing piping, toilet seat hinges, and other metal work.

D. WEEKLY SERVICES - PUBLIC AND OTHER AREAS

- i. Flush floor drains with clear water and enzyme disinfectant. Clean and polish metal

- drain cover.
- ii. Clean and service sand urns and change out sand weekly.

Building Elevator

- i. Ceilings cleaned, lights wiped clean.
- ii. Elevator door tracks cleaned and polished.

Janitor Closets

- i. Thoroughly cleaned and trash removed.
- ii. Floors mopped and kept clean
- iii. Maintain janitor closets and fire hose cabinets in a clean, orderly condition.

Outside Perimeter

- i. Clean exterior trash cans and pick up trash around exterior of building
- ii. Wipe down bench and railing outside of premises.

E. MONTHLY SERVICES - ALL AREAS – PUBLIC AND OTHER AREAS:

- i. Machine scrub (where appropriate) all tile hard surface floors, including grout, monthly in all common area restrooms and lobbies.
- ii. Wipe down baseboards when refinishing floors; do not allow buildup of wax.
- iii. All air duct vents, diffusers will be cleaned the first week of each month.
- iv. Building elevator stainless steel wiped clean and polished with treated cloth.

F. OTHER SERVICES

- i. All cleaning should be performed using an industry standard disinfectant for proper sanitation.
- ii. Report all mechanical deficiencies, i.e. dripping faucets, running toilets to Supervisor / Admin.

4. MATERIAL AND ANCILLARIES TO BE USED

- 4.1 The contractor shall supply highest-grade toilet tissue; liquid hand wash; disinfectants; garbage bags for disposal of non-infected and infected waste; bags for trash receptacles, etc. The contractor is responsible to supply all equipment necessary to complete the job in a timely and effective manner.
- 4.2 The quality of the **DRY ITEMS** such as Duster, High Dusting Equipment, Hand Scrubber, Mop, Brush, Miscellaneous equipment, Dry Pad etc. should be of SPONTEX brand or at least equivalent.
- 4.3 The quality of **LIQUID ITEMS** viz. Fumigation, Surface Cleaner, Liquid Hand Wash, Toilet Cleaners should be of UNILIVER brand or at least equivalent.

5. QUALITY OF WORK

- 5.1 The contractor shall ensure that the quality of janitorial and housekeeping services is to be the entire satisfaction of the Officer/Official In-charge of the location.
- 5.2 The decision of the DUHS management with regard to the determining the quality of work/Services done by the contractor shall be final and acceptable to the contractor. The contractor shall therefore rectify the defect so pointed out without any extra payment. In case of failure the DUHS reserves the right to get the work/service so rejected, done from some other source at the risk

and cost of the contractor. The expenditure so incurred shall be recovered from the pending bills of the contractor or any other outstanding dues or by all parts of the security/other deposits as he may think proper.

- 5.3 Upon sub-standard services and unsatisfactory performance of the workers as determined by the DUHS Management, giving one month's notice to the Company shall terminate the contract agreement. Unsatisfactory includes:
- Unable to provide desired number of workers.
 - Absence of worker(s) from duty
 - Casual performance of duty by workers.
 - Using the substandard material and ancillaries.
 - Any loss and damage to be occurred to DUHS property due to the negligence/unsatisfactory performance of the contractor.
 - Non-reporting of major incidents to DUHS management that occurs in the DUHS premises
- 5.4 During the validity of the contract agreement, in case damage occurs to the property or personnel of the DUHS and caused by the negligence of the worker the company shall be wholly responsible and liable for paying for such losses occurred to DUHS.

6. **PENALTY**

- 6.1 The contractor shall be responsible for smooth functioning of janitorial and housekeeping services and in the event of substandard or delay in service a penalty of Rs. 5,000/- (Rupees five thousand only) per event will be imposed and recovered from contractor's bills for unsatisfactory performance of work.
- 6.2 Janitors of the contractor will be bound to wear neat and clean uniform & badges approved by the DUHS. In case of violation fine will be imposed by the DUHS, which will be at least Rs. 500/- per employee per day.

7. **HUMAN RESOURCE**

- 7.1 Staff will work according to time table provided below by the Authorized Officer of DUHS at designated location(s).

S#	Particulars	Required Quantity
i.	SUPERVISOR <ul style="list-style-type: none"> • DUHS – Ojha Campus (04 Nos.) • Dow Medical College Campus (03 Nos.) • Dow DHA (Chanesar Goth) Campus (01 No.) 	08 Nos.
ii.	JANITOR MALE / FEMALE <u>DUHS – Ojha Campus (110 Nos.)</u> <ul style="list-style-type: none"> • Dow International Medical College (18 Nos.) • Dr. Ishrat ul Ebad Khan Institute of Oral Health Sciences (08 Nos.) • Dow College of Pharmacy (10 Nos.) • Institute of Nursing (04 Nos.) • School of Public Health (04 Nos.) • Institute of Health Management (02 Nos.) • Institute of Medical Technology (02 Nos.) • National Institute of Diabetes and Endocrinology (04 Nos.) • D.C.O.B / I. B. B. P. S. (01 Nos.) • Library Building / Digital Library (06 Nos.) • O. P. D Block (06 Nos.) • T. B Hospital O. P. D (06 Nos.) 	177 Nos.

S#	Particulars	Required Quantity
	<ul style="list-style-type: none"> • Girls Hostel (08 Nos.) • Boys Hostel (04 Nos.) • Sports Complex (02 Nos.) • Animal House (02 Nos.) • Maintenance & Repair Department (01 Nos.) • Biomedical Engineering Department & Telephone Exchange (01 No.) • Day Care Unit (02 Nos.) • Riva Water Plant (03 Nos.) • Power House (01 Nos.) • Roads, Footpaths, Lawns etc. (15 Nos.) <p><u>Dow Medical College Campus (52 Nos.)</u></p> <ul style="list-style-type: none"> • Dow Medical College (30 Nos.) • Dow Dental College (10 Nos.) • Boys Hostel 04 Nos.) • Girls Hostel (08 Nos.) <p><u>Chanesar Goth (10 Nos.)</u></p> <ul style="list-style-type: none"> • Dow International Dental College (10 Nos.) <p><u>K.D.A near Liaquat National Hospital (03 Nos.)</u></p> <ul style="list-style-type: none"> • Institute of Physical Medicine & Rehabilitation (03 Nos.) <p><u>Hijrat Colony (02 Nos.)</u></p> <ul style="list-style-type: none"> • Family Medicine Clinic (02 Nos.) 	

- 7.2 The contractor shall be responsible to provide satisfactory services at all locations of DUHS by deploying energetic, and healthy, well-trained workers not less than 18 years or above 60 years with approved uniform.
- 7.3 The contractor shall provide and ensure that each worker on duty has received and understood instructions of basic duties and has the following in his possession.
- a. Company card and copy of Computerized National Identity Card (CNIC).
 - b. Approved Uniform.
 - c. Material and ancillaries of approved kind and quality.
- 7.4 The contractor shall maintain extra staff to be readily available with the company as the substitute for the worker who becomes absent/short/sick at the company's own enrollment for which the DUHS Management will not make any extra payment.
- 7.5 Authorized DUHS Officer/Official will declare **sensitive** areas/works and the list of Janitors required for that area will be provided to the contractor. These Janitors will be non-transferable and will not be terminated without taking a written permission from the DUHS authorities.
- 7.6 A Hospital and Laboratories Infected Garbage bill will be submitted through the Authorized Officer. Hospital, Radiology & Laboratories Infected Garbage will be disposed-off as per the policy of DUHS.
- 7.7 In case of any dispute between Janitors/workers and the contractor the matter shall be, referred to the administration for arbitration whose decision shall be final.
- 7.8 Undisciplined workers involved in immoral activities will not be allowed to serve in the DUHS.

- 7.9 Contractor will be bound to change the workers who will be unwanted by the DUHS management immediately.
- 7.10 The Employees will work according to Government rules / policy.
- i. The services to be provided by the contractor must be according to labor laws.
 - ii. Child labor rules and basic human rights will not be violated by the Contractor.
 - iii. Age of worker shall not be less than 18 years.
 - iv. Contractor shall be bound to provide the sanctioned strength of Janitors at all time even **on holiday**.
 - v. Contractor shall be bound to pay the minimum salary to its employees working at DUHS as per the prevailing rates fixed by the Provincial Government.

8. AREA COVERED BY THE CONTRACTOR

- 8.1 Contractor will be fully responsible to keep the whole covered area including walls and roofs neat & clean according to the entire satisfaction of the Administration.
- 8.2 Similarly all the open areas like roofs, terraces, lawns, patios, ducts etc. shall also be kept neat and clean all the time by the Contractor.
- 8.3 **Contractor shall be responsible for cleanliness of the areas according to their respective working hours.**

9. RECTIFICATION REPORT

- 9.1 In case of any complaint or observation conveyed to the Contractor DUHS authorities, the Contractor will report the steps taken in order to rectify those observations in writing within stipulated time.

10. GENERAL TERMS & CONDITION

- 10.1 Taxes will be deducted from the contractor's bill as imposed by the Government from time to time and contributions of the Government Institutions/Sindh Sales Tax (SST) will be paid by the contractor/suppliers themselves.
- 10.2 A Janitorial Services Monthly Bill should be submitted to the authorized officer along with the invoice in first week of every succeeding month. Authorized Officer(s) will process the bill for payment after completing all the codal formalities.
- 10.3 The Company shall notify its representatives who will be contacted for immediate replacement in the event of unsatisfactory performance of deputed personnel.
- 10.4 Contractor and workers will not be allowed to participate in any Political/Immoral/Illegal activities in the premises of DUHS.
- 10.5 Contractors will not be allowed to sublet the contract and will responsible to pay the Government Institution contribution/Sindh Sales tax themselves.
- 10.6 In case of any dispute contractor will approach to the head of the concerned department / institute. If bidder is not satisfied with the decision of the HoD

(Admin/General) then he has the right to approach the Registrar - DUHS. The decision of the Registrar, DUHS will be final.

- 10.7 Procuring Agency has the right to cancel the contract at any stage and without issuing any prior notice in case of violation of **Agreement/TOR** is proved as well as damages the prestige or property of DUHS.
- 10.8 Contractor will be responsible for any theft or pilferage committed by any of his/their employees. The employee will be liable to punishment under the rules.
- 10.9 In case of breach of the contract by the firm, security will be forfeited partly or fully as decided by the competent authority of the DUHS.
- 10.10 Any condition/clause of the contract can be included / amended if required in the interest of the DUHS with the mutual understanding of the both parties.
- 10.11 Removal & disposal of Hospital/Labs/Radiology Garbage Infected/Non Infected wastage from Hospital/Labs/Radiology to approved Dumping Yard(s) as per the policy of the DUHS.
- 10.12 Contractor shall have its own equipment and tools required for cleanliness etc. Equipment must be approved by the Authorized Officer of DUHS, before commencement of contract.
- 10.13 The contractor should not violate himself or allow their janitors to violate the rules of Environmental Protection Agency (EPA).
- 10.14 In case of violation of the rules the contractor may be fined up to Rs.5,000/- per event and disciplinary action will be initiated against the contractor, as per rules.
- 10.15 Contractor shall be responsible for personal hygiene of the Janitors.

11. CONFIDENTIALITY

- 11.1 The company shall ensure that all employees performing, the services shall NOT any time during the validity of the contract agreement or thereafter, will disclose any information whatsoever, to any person, as to be affairs of the DUHS or its personnel and as to any other matter, which may come to their knowledge by reason of performance of the services.
- 11.2 The company shall ensure that all its employees maintain strict confidentiality about the patients and their caregivers and does not disclose it to individuals with no need to know
- 11.3 If in the opinion of the DUHS Management there has been any such disclosure the person concerned shall immediately be dismissed from the service of the company and other necessary action shall also be initiated with the consultation of DUHS management.

12. RESPONSIBILITIES OF THE COMPANY

- 12.1 In addition to the services to be performed by the company specified above, the company shall provide at additional cost to the DUHS such supervision of its employees as is necessary to adequately fulfill its obligations.
- 12.2 The company is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties. Formal evidence of this may be sought by DUHS on a case-by-case basis.
- 12.3 The Company is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its

personnel and agrees that neither the DUHS nor any of its personnel shall be held liable for either of the above in any manner.

- 12.4 The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with DUHS employees.
- 12.5 The company is responsible for recruitment, discipline and all other service matters of its employees. They shall not in any case communicate with the DUHS management regarding their service matters that is the sole responsibility of the company.
- 12.6 The DUHS may refuse to accept services from any of the employees of the company, whose work has been found unsatisfactory or not in accordance with the requirements of this document.

13. RESTRICTION OF ASSIGNMENT / TAKE OVER

- 13.1 The company shall not assign or sub-contract any of its duties or rights under this agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contacting by the company shall entitle the DUHS to terminate its services forthwith.
- 13.2 If the company makes any arrangement with or assignment in favor of its creditors or amalgamates with any other concern or his taken over, the DUHS shall be entitled to terminate its services forthwith.

Authorized Signature [In full and initials]:
Name and Title of Authorized Signatory:
Name of Bidder:
Stamp / Seal:

BIDDER PROFILE / DETAILS*(Add separate sheets, if required)*

1.	Registered Company Name	
2.	Company Registration Number / Certificate	
3.	Date of Registration	
4.	National Tax Number	
5.	General Sales Tax Number	
6.	Sindh Sales Tax (SST) Number (SRB)	
7.	Registration Certificate with EOBI / SESSI	
8.	Years of Operation of Company after its Registration	
9.	Details of Staff to be assigned for the project	
10.	Bank Name and Branch	
11.	Bank Account Number	
12.	Additional Professional Registration Details (if any):	
13.	Physical address	
14.	Postal address	
15.	Telephone Number	
16.	Fax Number	
17.	E-mail address	
18.	Blacklisting / Complaint / Litigation against the firm (By any govt. or other org. if any)	
19.	Name & Address of the companies / subsidiaries and associated companies, if any, with whom there is collaboration or joint venture	
20.	List of Machinery / Equipment (To be utilized for the janitorial work)	
21.	Any other relevant detail	

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

**DECLARATION OF ANNUAL TURNOVER AND INCOME TAX
RETURN**

(On Bidder's / Company's / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

Re: **NIT NO. DUHS/DP/2021/_____ , Dated _____ 2021,
“Hiring of Janitorial Services for Academic and Administration Blocks”.**

Dear Sir,

1) I/we hereby declare that, our firm's Annual Turnover is as follow:

F.Y 2017-18	F.Y 2018-19	F.Y 2019-20
PKR _____(Million)	PKR _____(Million)	PKR _____(Million)

And,

2) I/we hereby declare that, our firm had filed Income Tax Returns (ITR) for last 3 years. (Copy ITR of 03 (three) years.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

Encl : As above

CLIENT LIST
(On Bidder's / Company's / firm's Letterhead)

Location, Date]

To: [Name and address of Employer]

Re: **NIT NO. DUHS/DP/2021/_____ , Dated _____ 2021,**
“Hiring of Janitorial Services for Academic and Administration Blocks”.

Dear Sir,

I / we hereby declare that we had completed / ongoing following projects / contracts in Public and Private Sector University and/or Govt. / Semi Govt. organization and/or large National / Multi-National organization registered with SECP **for providing the 100 or more Janitor's Services at a time for a minimum period of 12 months during the last five (05) years** ending on the deadline for bid submission (copy of satisfactory performance certificate / reference letter / agreements / contracts / work orders are attached for your reference):

Sr. No.	Client Name / End User	Nature of Client (Govt. / Semi Govt. / Private Sector)	No. of Janitors / Scope of Work	Name & Location of Project	Year	Total yearly contract value (PKR)

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

Encls: As above.

FORMAT OF BANK GUARANTEE FOR BID SECURITY

Bank Guarantee No.: _____
 Dated of issue: _____
 Valid upto: _____
 Value (Rs.): _____

To: [Name & Address of the Procuring Agency]

Dear Sir,

WHEREAS M/s. _____ (hereinafter called the Bidder) have requested us through _____ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favor in the sum of _____ **[Amount of the Guarantee in Words and Figures]** against your tender Notice No. _____ dated _____ for **HIRING OF JANITORIAL SERVICES FOR HEALTH FACILITIES AND LABS.**

WE HEREBY AGREE AND UNDERTAKE:

- i. To make unconditional payment to you on demand without further question or reference to the Bidder in case of withdrawal or modification of bid or any default or non-execution of the Contract or refusal to accept order by the Bidder from the date of opening of bids until the expiry of the validity of their offer.
- ii. To keep this guarantee in full force from (date) _____ up to (date) _____ the date until which the Bidder offer is valid.
- iii. To extend the period of guarantee if such extension be necessary beyond the date stated in Para (ii) and as so desired by the Bidder.

Any claim arising out of this guarantee must be lodged with this Bank within the period the guarantee is valid and before the date of its expiry. After this date the guarantee will be considered null and void and should be returned to us.

Yours faithfully,

Name of the Bank: _____

Authorized officer's Signature & Seal: _____

Witness 1: _____

Witness 2: _____

Sworn & Sign before me

This day of

FORMAT OF BANK GUARANTEE FOR PERFORMANCE BOND

Bank Guarantee No.: _____
 Dated of issue: _____
 Valid upto: _____
 Value (Rs.): _____

To: [Name & Address of the Procuring Agency]

Whereas [Name of Bidder] (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of services] (hereinafter called "the Contract").

And whereas it has been stipulated in the said Contract that the Bidder shall furnish to the Dow University of Health Sciences, Karachi with a Bank Guarantee by a scheduled bank for the sum of 2% of the total Contract amount as Security for compliance with the Bidder's performance obligations in accordance with the Contract.

And whereas we have agreed to provide a Guarantee: for the said Bidder

Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Bidder, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without requiring the Dow University of Health Sciences, Karachi to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of [Amount of Guarantee] as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for one month after the completion of contractual obligations by the Bidder to the Dow University of Health Sciences, Karachi for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Yours faithfully,

Name of the Bank: _____

Authorized officer's Signature & Seal: _____

Witness 1: _____

Witness 2: _____

Sworn & Sign before me

This day of

FORMAT FOR QUOTING OF RATES**SCHEDULE OF REQUIREMENT / BOQ****IMPORTANT NOTE**

1. Contractor shall be bound to pay the minimum salary to its employees working at DUHS as per the prevailing rates of the Labour & Human Resource Department, Government of Sindh and Sindh Minimum Wages Act 2015.
2. The services of janitorial staff must be on shift basis according to labor laws.
3. The janitorial staff is required to be present at designated locations of Dow University of Health Sciences, Karachi. Staff will work according to the time table of respective location(s) issued by the management of DUHS.
4. DUHS reserves the right to decrease or delete the quantities of requisite services and also reserves the right to increase / enhance the quantity of the requisite services without any change in unit price or other terms and conditions at any time during the contract period.

(GROUP – A)

S#	Particulars	Monthly Service Charges for Each	Required Quantity	Total Monthly Service Charges
1.	2.	3.	4.	5. (3 x 4)
1.	SUPERVISOR <i>For details refer Annexure – C, Clause 7.1 (i)</i>		08 Nos.	
2.	JANITOR MALE / FEMALE <i>For details refer Annexure – C, Clause 7.1 (ii)</i>		177 Nos.	
MONTHLY CHARGES (IN PAK RS.) Including all taxes				
TOTAL CHARGES FOR 12 MONTHS (IN PAK RS.) Including all taxes				

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

AFFIDAVIT

(Must be Printed on Rs. 100/- Stamp Paper)

We, M/s. _____ hereby undertake that:

- i. Our company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government Organization.
- ii. Any director or owner of our company is not awarded any punishment from any Court of Law.
- iii. We has submitted the correct and complete information along with our bid/offer.
- iv. If any document / information is found forged / engineered / false / fake / bogus at any stage OR any criminal proceedings found in any court of law during the contract period, DUHS has right to terminate our services immediately without assigning any reason and making any refund or payment and we may be declared as Blacklisted and the performance guarantee and payment, if any may be forfeited.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

ATTESTED BY NOTARY PUBLIC

INTEGRITY PACT

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

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

[Procuring Agency]

[Supplier /Contractor/Consultant]

FORM OF CONTRACT

Specimen Purpose only)

THIS AGREEMENT made on this _____ day of _____ 2021 between M/s. _____
 _____ (Name and Address of the Contractor)
 (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to
 the context or meaning thereof, be deemed to mean and include its successors and assigns) of
 the ONE PART and the DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI (hereinafter
 referred to as the DUHS, which expression shall, unless it be repugnant to the context or meaning
 thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a service provider.

AND

WHEREAS the DUHS is procuring agency. The DUHS intends to hire firm for janitorial services,
 therefore, invited bids through N.I.T No. _____
 dated _____.

WHEREAS the Contractor (successful bidder) submitted his bid vide _____ in accordance
 with the bid document and was selected as “successful bidder” pursuant to the bidding process
 and negotiation on contract prices, awarded the “Letter of Acceptance” (LoA) No. _____ to
 the Contractor on _____.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in:

(Conditions of Contract) of Tender Document.

 (Signature of Contractor / Authorized
 Representative)

Name: _____
 Designation: _____
 Address: _____
 Seal: _____

 (Signature of Authorized Officer of the DUHS)

Name: _____
 Designation: _____
 Address: _____
 Seal: _____

WITNESS – 1

Name: _____
 CNIC #: _____
 Address: _____

WITNESS – 2

Name: _____
 CNIC #: _____
 Address: _____