

**Tender Document No.: 115092023-1**

**PROCUREMENT OF JANITORIAL AND HOUSEKEEPING SERVICES  
FOR ARFA SOFTWARE TECHNOLOGY PARK (ASTP) BUILDING**

**ASTP - 03**



**Punjab Information Technology Board (PITB)**

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## Section-I: Invitation to Bids

### **BIDDING DOCUMENTS FOR THE PROCUREMENT OF JANITORIAL AND HOUSEKEEPING SERVICES FOR ARFA SOFTWARE TECHNOLOGY PARK (ASTP) BUILDING (ASTP – 03).**

1. Sealed Bids for the provision of JANITORIAL AND HOUSEKEEPING SERVICES FOR ARFA SOFTWARE TECHNOLOGY PARK (ASTP) BUILDING on monthly lump-sum price basis, are invited from Bidders i.e., firms/companies/sole proprietor/ general order Contractors/ (JVs, if applicable) etc. engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.). The Bids shall be received as per single stage/single stage two envelope procedures.

Lot No.	Description of Services	Estimated Cost	Bid Security (Fixed)
1	Janitorial and Housekeeping Services with Materials	30,096,000	601,920

2. All Bids must be accompanied by a Bid Security of the estimated price, as mentioned in the Table above, and in the form of CDR/Bank Guarantee / Demand Draft / Pay Order. Late Bids shall be rejected.
3. The complete Bids must be delivered into the Tender Box, placed at reception of 13th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore, Pakistan, as per the following schedule:

<b>Bid Submission Date &amp; Time</b>	<b>03 October, 2023 @ 12:00 PM</b>
<b>Bid Opening Date &amp; Time</b>	<b>03 October, 2023 @ 12:30 PM</b>
<b>Site Visit</b>	<b>21 September, 2023 @ 11:00 AM</b>
<b>Pre-Bid Meeting Date, Time &amp; Place</b>	<b>26 September, 2023 @ 11:00 AM</b> 13th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore.

4. Bidding Documents are immediately available after date of publication. Punjab Information Technology Board will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from Punjab Information Technology Board's website <https://pitb.gov.pk/tendernotices>, and website of Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk>.

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## Section-II: Instructions to Bidders (ITB)

**Note: - All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.**

### 2.1. Introduction

- |                               |  |
|-------------------------------|--|
| <b>2.1.1 Scope of Bid</b>     | i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of JANITORIAL AND HOUSEKEEPING SERVICES as specified in the Section-IV Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.  |
| <b>2.1.2 Source of Funds</b>  | i) The Procuring Agency named in the Bid Data Sheet has got the requisite funds. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.   |
| <b>2.1.3 Eligible Bidders</b> | <div>i) The Invitation to Bids is open to all suppliers i.e., <b>association of firms/companies/sole proprietor/ general order suppliers / (JV, if applicable)</b>, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax &amp; Punjab Sales Tax etc.), except as provided hereinafter.</div> <div>ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.</div> <div>iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.</div> <div>iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA).</div> |

- v) In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.

***[It is upon procuring agency to decide the participation of Bidders in J.V mode. The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA].***

- vi) The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
- vii) Any agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested.
- viii) Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all prospective bidder/contractor subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to

provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.

- b) have controlling shareholders in common; or
- c) receive or have received any direct or indirect subsidy from any of them; or
- d) have the same legal representative for purposes of this Bid; or
- e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.

xi) A Bidder may be ineligible if –

- (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
- (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
- (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act,

2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

- (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- (g) The firm, Contractor and contractor is blacklisted/debarred by any international organization.

- xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

**2.1.4. Cost of Bidding**

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process:-

**2.1.5. One person one bid**

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.



**2.1.6. Work  
Plan/Deputation  
Plan**

- i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

## **2.2. The Bidding Documents**

**2.2.1. Content of  
Bidding Documents**

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
  - (a) Invitation to Bids
  - (b) Instructions to Bidders (ITB)
  - (c) Technical Specifications
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Special Conditions of Contract (SCC)
  - (g) Schedule of Requirements
  - (h) Bid Form
  - (i) Bidder Profile Form
  - (j) General Information Form
  - (k) Affidavit
  - (l) Bid Security Form
  - (m) Technical Bid Form
  - (n) Contract Form
  - (o) Financial Bid Form / Price Schedule
  - (p) Performance Guarantee Form
  - (q) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to

furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

#### **2.2.2. Clarification of Bidding Documents**

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.
- vi) If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**2.2.3. Amendment  
of Bidding  
Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.
- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) Before 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 prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall

be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.

- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## **2.3. Preparation of Bids**

### **2.3.1. Language of Bid**

- i) 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 language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

### **2.3.2. Bid Form**

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the JANITORIAL AND HOUSEKEEPING SERVICES etc. to be provided.

### **2.3.3. Bid Prices**

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the JANITORIAL AND HOUSEKEEPING SERVICES the services of which it proposes to provide under the contract.
- ii) Prices indicated on the Price Schedule shall be item wise/ package wise
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.4(i) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

**2.3.4. Bid Currencies**

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

**2.3.5. Documents Establishing Bidder's Eligibility and Qualification**

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
  - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
  - (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**2.3.6. Bid Security**

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
  - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for ....**  
**Thirty (30) Days, beyond the validity of Bid, or until furnishing of the Performance Security, whichever is later.**
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than .... Thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per

rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

*“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

*provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.*

- vi) The successful Bidder’s Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
  - a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - b. in the case of a successful Bidder, if the Bidder:
    - i. fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
    - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
    - iii. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

**2.3.7. Period of  
Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder’s consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably

extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

**2.3.8. Format and Signing of Bid**

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- v) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

**2.3.9. Applicable taxes**

- i) The Bidders must adhere to all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

## 2.4. Submission of Bids

### 2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- ii) 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 title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE..... (time and date),” *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid’s misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.  
**Note:** The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
  - a) be addressed to the Procuring Agency at the address given in the **BDS**; and
  - b) bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: “DO NOT OPEN BEFORE,” to be completed with



the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**.

- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
  - a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
  - b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.
- viii) The inner and outer envelopes shall:
  - a) be addressed to the Procuring Agency at the address provided in the BDS;
  - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
  - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.
- ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

**2.4.2 Deadline  
for Submission of  
Bids**

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the

deadline will thereafter be subject to the deadline as extended.

- 2.4.3. Late Bids**
- iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.
  - i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
  - ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
  - iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
- 2.4.4. Modification and Withdrawal of Bids**
- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
  - ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
  - iii) No Bid may be modified after the deadline for submission of Bids.
  - iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.7 (vii).
  - v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.

- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

## **2.5. Opening and Evaluation of Bids**

### **2.5.1. Opening of Bids by the Procuring Agency**

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid

Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
- viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- ix) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- xi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.

- xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
- xiii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

*[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

#### **2.5.2. Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

#### **2.5.3. Clarification of Bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of

arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) evaluation & qualification criteria;
  - b) required scope of JANITORIAL AND HOUSEKEEPING SERVICES *etc.* and related materials.
  - c) all securities requirements;
  - d) tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### **2.5.4. Preliminary Examination**

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis: -
  - a. 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 Contractor does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or

objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
  - a) meets the eligibility criteria defined in **ITB 2.1.3**;
  - b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
  - c) has been properly signed;
  - d) is accompanied by the required securities; and
  - e) Is substantially responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

#### **2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III – Scope of Services / Specifications, Section VII – Schedule of Requirements, and Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

#### **2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

- a) if there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
  - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7**.

**2.5.7. Conversion to Single Currency**

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies as follows (if applicable):

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

**2.5.8. Post-qualification & Evaluation of Bids**

- i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification



expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees etc.

**2.5.9. Contacting the Procuring Agency**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10. Grievance Redressal**

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34

and the same shall be addressed by the GRC well before the proposal submission deadline.

- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances **not later than ten (10) days after the announcement of the Final evaluation reports**. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance **within five (05) days of announcement of the technical evaluation report**. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## **2.6. Award of Contract**

### **2.6.1. Notification of Award**

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

**2.6.2. Performance Guarantee**

- i) **Within fifteen (15) days of the issuance of notification of award/Letter of Intent (LOI)** from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Penalty Charges on Late Submission of Performance Security:  
If the Contractor delays provision of Performance Security fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.
- iii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to retain the amount equivalent to the percentage of Performance Security from the Contractor's payment, may terminate the Contract and award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

**2.6.3. Signing of Contract/ Issuance of work Order**

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, **within fifteen (15) days of the issuance of notification of award/Letter of Intent (LOI)**, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

	<ul style="list-style-type: none"> <li>iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.</li> </ul>
<b>2.6.4. Award Criteria</b>	<ul style="list-style-type: none"> <li>i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, 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 that the Bidder has been determined to be qualified to perform the contract satisfactorily.</li> </ul>
<b>2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award</b>	<ul style="list-style-type: none"> <li>i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of JANITORIAL AND HOUSEKEEPING SERVICES etc. originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).</li> </ul>
<b>2.6.6. Procuring Agency's Right to Accept or Reject All Bids</b>	<ul style="list-style-type: none"> <li>i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.</li> <li>ii) The Bidders shall be promptly informed about the rejection of the Bids, if any</li> <li>iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.</li> </ul>
<b>2.6.7. Re-Bidding</b>	<ul style="list-style-type: none"> <li>i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.</li> </ul>
<b>2.6.8. Corrupt or Fraudulent Practices</b>	<ul style="list-style-type: none"> <li>i) The Procuring Agency requires that Bidders, Contractors, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.</li> </ul>

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

*“(d) “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:*

- i. 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;*
- ii. 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;*
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. 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;*
- v. 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.”*

**ii) Blacklisting & Debarment:**

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

**Substantial Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**“17A. Blacklisting.**– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

**21. Blacklisting.**–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

*(a) shall forward the decision to the Authority for publication on the website of the Authority; and*

*(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.*

*(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*

*(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

*(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

*(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

*As per Schedule appended with PPR-14:*

#### **SCHEDULE**

*see sub-rule (6) of rule 21*

#### **BLACKLISTING MECHANISM OR PROCESS**

- 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
- 2. The show cause notice shall contain:*
  - (a) precise allegation, against the bidder or Contractor;*
  - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
  - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
- 3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*

4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*



14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

**2.6.9. Quantity and volume of the goods to be considered in mind**  
*[Framework Contract Modality]*

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
  - a. Certain volume and quantity of the services as prescribed in Bid Data Sheet.
  - b. The Bidder have to maintain the rates of the services for the whole financial year.
- ii) The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

### Section-III. Scope of Services

#### **COVERAGE AREA EXTENT, MEASUREMENTS AND NUMBERS TO IMPLEMENT THE SCOPE OF SERVICES**

<b>Total Land Area of ASTP</b>	48.21 Kanal
<b>Number of Floor</b>	Main Tower Block 17 Floors + Carpark Block 06 Floors + Roof Top
<b>Total Service Area Tower Block</b>	90,172.57 Sq. ft.
<b>Total Service Area Car Park Block</b>	140,439.87 Sq. ft.
<b>Total Open Parking Area</b>	146,104.04 Sq. ft.
<b>Total Washrooms Tower Side in Service Area</b>	41 having total 144 cabins (male cabins 70, Female cabin 74)
<b>Total Washrooms Car Park Side in Service Area</b>	12 having total 33 cabins (male cabins 18, Female cabin 15)

**Note:**

- The prospective bidders must visit the site, but only as per the given schedule given below, to understand the extent of coverage area, measurements, and numbers provided above to implement the required scope of services.

#### **SITE/BUILDING VISIT SCHEDULE**

**DATE: 21 September, 2023**

**TIME: 11:00 AM**

**Note:**

- Two persons from a single bidder will be allowed to visit the site/building, as per the schedule below.
- The bidders must get their representatives registered one day before the date and time of site/building visit by emailing the following details at [ata.rehman@astp.punjab.gov.pk](mailto:ata.rehman@astp.punjab.gov.pk)

**Bidder Name** : \_\_\_\_\_  
**Name of the Representatives** : \_\_\_\_\_  
**Mobile Number** : \_\_\_\_\_  
**Vehicle Number** : \_\_\_\_\_

## **ANTICIPATED DEPUTATION PLAN**

- A.** Appoint at least three (03) personnel acts as a supervisor during operational and non-operational hours. In addition, the Contractor shall deploy and ensure presence of:
- (i)** At least 58 janitors in morning shift including (06) six façades cleaner (ACP panels and façade of the complete building),
  - (ii)** At least 10 janitors in the evening shift,
  - (iii)** At least 08 janitors in the night shift.
  - (iv)** At least one (01) female and one (01) male will be permanently positioned at washroom at each floor.
  - (v)** The Contractor shall submit a detailed deployment plan before taking over, identifying the optimum resource distribution at each floor and for every shift. It is clarified that the contractual responsibilities of the Contractor cannot be reduced and the minimum specified quantity of personnel shall not be construed as a waiver from any obligation mentioned in the contract. The Contractor shall remain fully responsible for all contractual requirements and in case a need emerges for additional resources, the Contractor shall deploy the same to meet the gap. The Contractor may withdraw/re-deploy personnel over and above the minimum requirement with prior approval of the Client.

### **3.1 HIGH-LEVEL SCOPE OF WORK:**

- A.** The Contractor will be responsible to provide janitorial and housekeeping services for External Areas, Internal Common Areas, Lift Lobbies, Seminars Rooms, Auditorium, Management Offices and other area within the vicinity. Janitorial and housekeeping activity includes but not limited to:
- i)** Daily continuous cleaning/mopping/sweeping of all floors, walls, handrails, main entrance, staircases, lobbies, walkways, building internal external curtain wall stick systems complete detailed cleaning, fire hose cabinet's etc. and other common areas.
  - ii)** Cleaning & washing of all common areas i.e., ramps, roofs, car parking, washrooms etc. with frequent interval of time/ Site Requirements.
  - iii)** Removal of cobwebs, cleaning of false ceiling of all toilets and common areas
  - iv)** Supply and maintenance of Dust Bins with garbage bags for all common areas shall be the responsibility of the Contractor.
  - v)** The Contractor will be responsible for PPE (Personal Protection Equipment) for all Cleaning /janitorial staff
    - Disposable hand gloves
    - Dust Masks

- Eye protections etc.
- B.** The Contractor will provide, render and ensure janitorial and housekeeping services as assigned by the Purchaser on round-the-clock basis (peak hours 08.00 hrs. to 20.00 hrs., off peak hours 20.00 hrs. to 08.00 hrs.), 24 hours per day, 7 days per week including Sundays and Holidays.
- C.** The Contractor will be required to perform any other related tasks on need basis.

### **3.2 RESPONSIBILITIES OF THE CONTRACTOR:**

- 3.2.1 Supply all the staff necessary to complete the duties of this contract. The contractor will carry out the work in a professional manner and to the satisfaction of the Client and will perform all services with trained staff.
- 3.2.2 Be responsible for furnishing all labor, uniforms and equipment for proper discharge of duties and services.
- 3.2.3 Supervise the performance of its personnel in order to meet the janitorial and housekeeping requirements of the Client. The Contractor shall provide appropriate and necessary management and supervision of all of its employees and shall be solely responsible for instituting and invoking disciplinary action against employees not in compliance with the Client's rules, regulations, and instructions.
- 3.2.4 Be responsible to see that all its activities are properly coordinated with the operations and modify assignments as required.
- 3.2.5 Be legally responsible for all the actions of personnel engaged by it. The Contractor shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the ASTP operations, including the janitorial and housekeeping services. The Contractor or its personnel shall not at any time perpetrate, cause or permit any disturbance or hindrance to ASTP Operations / nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the tenants of the building.
- 3.2.6 Comply with all the Laws, Rules and Regulations, which are applicable to the Contractor or its personnel deputed to carry out the requirements of this contract. The Contractor shall be solely responsible for the liabilities arising out of such compliance, non-compliance or implementation or non-implementation.
- 3.2.7 Ensure presence of an authorized representative and his/her presence within reasonable time when required by the Client.
- 3.2.8 Be responsible for the confidentiality of information. The Contractor shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the janitorial and housekeeping plans, in relation to the Contract or the janitorial and housekeeping Services. Neither the Contractor nor any of its employees/agents shall discuss nor disclose verbally or in writing any information regarding any of the internal janitorial and housekeeping operations with any persons or agencies not related to

the provision of janitorial and housekeeping services under this contract, without prior written approval from the Client.

- 3.2.9 Be liable to penalty and/or replacement cost for any loss incurred or suffered / any damage caused to movable or immovable property of the Client, on account of sub-standard, deficient or inadequate Janitorial and housekeeping Services, or interruption in the janitorial and housekeeping services for reasons directly and solely attributable to the Contractor.
- 3.2.10 Be liable to penalty if the janitorial and housekeeping services are found to be deficient, sub-standard and not as per the terms and conditions of the Contract.
- 3.2.11 Agree to remove from the site, whenever required to do so by the Client, any employee considered by the Client to be unsatisfactory or undesirable, with respect to the provision of janitorial and housekeeping services under this contract.
- 3.2.12 Provide detailed Execution Plan if required by the client.
  - Appoint a senior level officer who will act as a liaison between the Client and the Contractor to resolve/address management level issues. He shall be responsible for the preparation of all operational and emergency procedures custom designed for requirements. These SOPs shall be reviewed and updated from time to time. In case of any dispute in the design and implementation of SOP, the Client's verdict shall be final.
  - Ensure presence of its representative in ASTP building at least during operational hours. The representative shall be a graduate or above with strong written and oral communication skills. He/she will act as an interface between the Client and the Contractor to deal with real time operational issues.
- 3.2.13 Meet and comply with any directions regarding any inefficiency or resource deficiency as communicated by the Client.
- 3.2.14 Ensure timely payments of his staff salaries in accordance with all applicable laws to avoid any possibility of agitation/strike by staff resulting in disturbance in ASTP building operation. The payments of Contractor's staff shall not be linked or communicated as to be linked with early release of contractual payments from ASTP. Any agitation/strike from Contractor's staff due to aforementioned reasons may result in penalties or termination of contract along with recovery, if any, as per decision by client.
- 3.2.15 Arrange storage of all equipment and materials used for cleaning purposes keeping in view environment and human safety.
- 3.2.16 The Contractor's obligation is not limited to the mentioned list, and other things which are necessary to perform the Contractor's obligation and not mentioned, shall also be present on site at any time during the contract period.
- 3.2.17 Maintain toilet cleaning and toilet supplies during operational hours.
- 3.2.18 Arrange and maintain appropriate number of waste bins. The number and design shall be approved by the Client first.
- 3.2.19 Arrange and maintain portable cabins for storage of equipment and material at site (if required).

- 3.2.20 The Contractor shall ensure that equipment remain in working condition and performs its functional intended use throughout the Contract for which the Contractor shall make all necessary arrangements and backups
- 3.2.21 The Contractor shall perform periodic and forced maintenance as per Manufacturer's Manuals and maintain all records. The records shall be submitted to the Client as and when desired by the Client.
- 3.2.22 Any staff terminated on discipline grounds by the Purchaser will not be employed again in ASTP.
- 3.2.23 The cleaning equipment/tools/machineries shall be retained all time at ASTP site, and will be cleaned/maintained on every Saturday/Sunday. Such equipment/tools/machineries will be inspected randomly by the Purchaser.
- 3.2.24 The Contractor will pay the salaries to all Staff and supervisors before 10th of each calendar month, in all circumstances.
- 3.2.25 The Contractor is responsible to ensure deployment of trained staff including proper dress code, and maintenance of equipment/tools/machineries.
- 3.2.26 The Purchaser reserves the right to increase or decrease the number of Janitorial staff.
- 3.2.27 The Contractor shall provide machineries and each janitorial staff sitting arrangement at deployed area, when and where required, other than mentioned in the scope.
- 3.2.28 Ensure all accessibility routes are clear, that door opener is operating, and that other equipment/devices are functioning. Report malfunctioning items to the concern department.
- 3.2.29 The Contractor shall adhere to the all policies and norms specified by the Purchaser.
- 3.2.30 The Contractor shall ensure to hire staff for the said work not less than the age of eighteen years and not more than fifty years.
- 3.2.31 The contractor shall submit the security clearance/ copy of CNIC of their deployed employees.
- 3.2.32 The Contractor will provide services trolleys for providing cleaning services on ASTP building given in the scope. R & M of such trolleys, and any other equipment and accessories required shall be responsibility of the Contractor. The Contractor shall not claim such expenses from ASTP. The Contractor shall provide all branded cleaning materials i.e., detergents, liquid soap, air fresheners, toilet rolls and all necessary cleaning equipment/tools for the defined scope. Prior approval of ASTP management is mandatory on providing the material every time. All necessary required materials should be provided on monthly basis.
- 3.2.33 The Contractor shall ensure that liquid soap (Dettol/lifebuoy/safeguard /Lux/Palmolive/protex/eq), towels, anti-septic (Dettol/lifebuoy/safeguard /Lux/Palmolive/protex/eq), floor polish (wooden floor, porcelain tile, granite floor as per OEM standards), lemon oil (Vim/lemon max or Equivalent), caustic soda (local good quality), bleach (good quality local), sweep, phenyl tablets, vim/lemon max or Equivalent, glint or Equivalent, furniture polish (tuff stuff) hard acid or any material which required for building cleaning should be available for use at all locations at all the times. Provisioning of above-mentioned supplies would be responsibility of the Contractor who would be providing this material along with the services and shall not claim to ASTP for providing any of these. The brands of all such material to be verified by ASTP administration team.

3.2.34 The Contractor shall provide the following monthly requirement but not limited to materials and ensure availability of materials at all times:

- Tissues/Napkins (Approved)
- Hand wash (Approved)
- Air fresheners/air freshener dispenser with refill/ material/roomi tikya top quality and insecticide sprays (Approved)
- Mopping Materials.
- Floor Whipping Materials
- Brooming Materials

3.2.35 The Cleaning of glass & ACP Panels on the façade and submission of activity report on daily basis.

### 3.3 MINIMUM REQUIREMENT – MACHINERY, MATERIALS AND HOUSEKEEPING EQUIPMENT

Sr. No.	Description	Qty
1	The Contractor shall provide water absorption mats or small viper for the cleaning of the vanity slabs and washroom mirrors of each and every wash room	50 small vipers
2	The Contractor shall provide industrial housekeeping trolley and mopping trolley with complete materials.	At least 02
3	The Contractor shall provide top quality foot mats outside of every wash room.	At least 50
4	The Contractor shall place dust bins (flipped top) in all stair cases, parking areas, and wash room lobbies.	At least 65
5	The Contractor shall place jumbo dust bins (flipped top) for food court and café area.	At least 05
6	The Contractor shall place dust bins (flipped top) in all cargo lift lobbies for collection of trash from tenant offices.	At least 25
7	The Contract shall place standing 30 Liter or above stainless-steel bins for commercial use and wall mounted tissue boxes where needed.	At least 25
8	The Contract shall provide trash trolley to collect garbage from every floor.	At least 02
9	The Contractor shall provide housekeeping material carrying trolley for the supply of washrooms cleaning material and toiletries upon all floors.	At least 03
10	The Contractor shall be responsible for providing necessary safety equipment (complete safety kit for façade cleaners), approved (PPE) personal protective equipment and insurance for facade cleaners.	03 (complete set)
11	The Contractor shall provide industrial Vacuum Cleaners	02
12	The Contractor shall provide Walk Behind Machines Industrial walk behind design. Working Capacity of 1200-1500 sqm/h Scrubbing Width = 500-550 mm RPM / Pressure on Brushes = 15-18 Kg Electrical + Battery operated	02
13	The contractor shall provide Garbage Bags to collect daily garbage and etc. • Garbage bags sizes as necessary/required.	As required
14	The Contractor shall provide Scrubbing Machine with material.	01
15	The Contractor shall provide Buffing Machines with material/polish.	01



Sr. No.	Description	Qty
16	The contractor shall provide three (03) industrial grade rope for façade cleaning with safety rope three (03) and all safety tools (PPE) approved personal protective equipment. (Mechanically rope descender, full body harness complete kit, slings, fall arrester/goblin, karabiners, helmet etc. equipment's or with other necessary machines/equipment and specialized staff for cleaning of façade structural components and at-height fixtures without causing any damage to it. The minimum frequency of cleaning shall be one complete circle per month of the building including car park building or as desired by the Client	Main rope =03, safety rope=03 All Mechanically gadgets complete set=02 As required
17	The Contractor shall provide complete Glass Cleaning Kits and glass cleaning materials.	03 (complete kits)
18	The Contractor shall provide electronic corner adage cleaning equipment.	02
19	The Contractor shall provide electronic drain opener/rodding machine with material for internal and external drain opening.	01
20	The Contractor shall provide electronic water jet gun for cleaning.	01

### 3.4 MONTHLY REQUIREMENT – CLEANING MATERIALS

The Contractor shall provide the following monthly requirement of materials and ensure availability of materials at all times:

Sr. No.	Description	Units	Qty
1.	Tissue Roll	Piece	5500
2.	Napkin/hygiene	Pack	500
3.	liquid hand wash	Liter	460
4.	Towel large Size rough for wet moping	Kg	60
5.	Phenyl Concentrate	Liter	450
6.	Broom hard	Kg	8
7.	Broom soft	Piece	40
8.	Harpic Toilet Bowl Cleaner	Liter	60
9.	Wiper small for glass	Piece	45
10	Wiper best quality for floor	Piece	36
11	Brush long	Piece	24
12	Commode Brush	Piece	36
13	Commode Cleaner Harpic	Liter	90
14	Vim Powder	Kg	10
15	Air Fresheners	Piece	96
16	Mop Dry	Piece	6
17	Surf	Kg	20
18	Scotch Brite	Piece	72
19	Plastic Bag small	Kg	15
20	Plastic Bag medium	Kg	20
21	Plastic Bag large	Kg	10
22	Dusters	Piece	60
23	Hand wash Bottle	Piece	44
24	Roomy tikki	Piece	110
25	Auto miser with refill	Piece	10
26	Wipes	Piece	20
27	Floor polish	Piece	18

The Contractor shall ensure availability of MINIMUM REQUIREMENT of MACHINERY, MATERIALS AND HOUSEKEEPING EQUIPMENT, and MONTHLY REQUIREMENTS OF CLEANING MATERIALS, as listed above.

The Contractor shall provide the Monthly Cleaning Materials as approved by the Purchaser.

## **CLEANING SCHEDULE**

Cleaning schedule is mentioned below. The schedule is subject to change and as when required by the Client.

### **Monthly Tasks**

1. Cleaning of vacated Kitchens and main food court of Level 02.
2. Cleaning of AHU Rooms. (Complete circle within 30 days)
3. Cleaning of Electric switch room (complete circle within 30 days)
4. Cleaning of Guard houses.
5. Inside cleaning of Atrium.
6. Cleaning of all Aluminum Panels (Atrium)
7. Cleaning of ducts of Escalators.
8. Cleaning of façade ACP panels and glass of main tower and car park block (Complete Circle within 30 days)
9. Cleaning of Bubble Lift (Outside & Inside)
10. Cleaning of gliding at car park block.

### **Weekly Tasks**

1. Washing of front and back Rain Water Channels.
2. Deep cleaning of all drains of covered and open areas.
3. Washing of Covered Parking Area.
4. Deep cleaning of floors / corridors / stair case A, B, C, D & E.
5. Deep Cleaning and washing of Level 1st 2nd & 3rd floor.
6. Polish of all common area lobbies/corridors.
7. Cleaning of Atrium Roof, sheds in & out side
8. Cleaning of top roofs of the building.
9. Cleaning of atrium glass.
10. Washing of Outer Parking.
11. Deep cleaning of day care.
12. Deep cleaning of prayer rooms (male and female)

13. Fumigations where and when required.

14. Removal of cobweb.

### **Daily Tasks**

1. Deep cleaning of washrooms (once at least starting time).

2. Wash rooms cleaning consists of following.

- Sensor plates
- Showers & shower pipes shower hanger
- Commode & seat cover
- Mixer taps
- Commode tanks sheets
- Cabins
- Sink taps
- Sink slabs
- Mirrors
- Marble walls
- Doors & door handles & door closers.
- Urine pots & partitions
- Sink tap & slabs of main washroom lobbies
- Floors of wash rooms
- Cleaning of glass where installed.

3. Corridors cleaning consists of:

- Fire hose reel boxes
- Doors & Door Handles (All wooden doors installed)
- Glass Doors & Handles of All Main Lift Lobbies

4. Glass Cleaning of Level 1, 2, & 3

5. Cleaning of Stair case, A, B, C, D & E

6. Escalator's Glass Cleaning

7. Cleaning of Lifts & escalators (As per requirement in a day)

8. Cleaning of Guard Houses

9. Washing of Dog Area.
10. Cleaning of Service Lift Lobbies.
11. Daily Garbage Removal (As per requirement)
12. Daily Cleaning of Covered Parking Areas
13. Washing of Dustbins.
14. Daily Install New Garbage Bags in all Dustbins
15. Daily Cleaning & Dusting of Cabinets installed at Smoke Stop Lobbies
16. Sweeping of Drains of covered and open parking area
17. Sweeping of Covered & Uncovered Parking Areas
18. Cleaning of Prayer room (for every prayer) (male & female)
19. Cleaning of Signage.
20. Cleaning and disinfections of stains.
21. Picking up litter, cigarette buds etc.
22. Removal of accumulated water.
23. Replacement and refilling of washroom material/items.
24. Spraying of air fresheners in washrooms
25. Cleaning of Seminar and auditorium room. (As per event's requirement)
26. Handling and maintenance of motorbike parking stand.

#### **Fortnightly Tasks**

1. Tasks according to requirement which ordinarily are not in routine.

## Section-IV: Bid Data Sheet

### 4.1. Bid Data Sheet (BDS)

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

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	<p>Name of Procuring Agency: <b>PUNJAB INFORMATION TECHNOLOGY BOARD</b></p> <p>The subject of procurement is: <b><u>PROCUREMENT OF JANITORIAL AND HOUSEKEEPING SERVICES FOR ARFA SOFTWARE TECHNOLOGY PARK (ASTP) BUILDING - (ASTP – 03)</u></b></p> <p>Commencement date for Start of Services: <b>Within one (01) week after Notification of Award/LOI by the Procuring Agency</b></p>
2.	2.1.2	<p>Financial year for the operations of the Procuring Agency: <b>2023-24</b></p> <p>Name of Project/ Grant (Development or Non-Development): <b>Non-Development</b></p> <p>Name of financing institution: <b>ASTP</b> Name and identification number of the Contract: <b>N/A</b></p>
3.	2.1.3 (v)	Maximum number of members in the joint venture, consortium or association shall be: <i>[insert the number]</i> . J.V. form 8.2 should be followed. <b>(NOT APPLICABLE)</b>
B. Bidding Documents		
4.	2.2.2	<p>The address for clarification of Bidding Documents is: <b><u>PRIMARY CONTACT</u></b> <b>Ata Ur Rehman</b> Manager Facilities Email: <a href="mailto:ata.rehman@astp.punjab.gov.pk">ata.rehman@astp.punjab.gov.pk</a> 1<sup>st</sup> Floor, Arfa Software Technology Park, 346-B,</p>

		<p>Ferozepur Road, Lahore, Pakistan. Ph: +92 42 99000000, Ext- 1434</p> <p><b>Khizar Abbas Naqvi</b> Facilitation Officer <b>Email:</b> <a href="mailto:khizar.naqvi@astp.punjab.gov.pk">khizar.naqvi@astp.punjab.gov.pk</a> 5th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan. Ph: +92 42 99000000, Ext- 1421</p> <p><b><u>SECONDARY CONTACT</u></b></p> <p><b>M. Rizwan ul Haque</b> Joint Director (D&amp;P) <b>Email:</b> <a href="mailto:Rizwan.haque@pitb.gov.pk">Rizwan.haque@pitb.gov.pk</a> 13<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan</p>
5.	2.2.2	<p>Pre-Bid Meeting: <b>DATE &amp; TIME: 26 September, 2023 @ 11:00 AM</b> <b>VENUE: 13TH FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE.</b></p>
6.	2.3.8	The number of bidding documents to be completed and returned is in one original and one copy.
<b>C. Bid Price, Currency, Language and Country of Origin</b>		
7.	2.3.1	<i>Language of the Bid:</i> <b>English</b>
8.	2.3.4	The price quoted shall be in <b>PAK RUPEES</b> inclusive of all applicable taxes and duties.
9.	2.3.4 & 2.3.9	The price quoted shall be fixed in PAK RUPEES inclusive of all applicable taxes and duties.
<b>D. Preparation and Submission of Bids</b>		
10.	2.1.1	<p>Bid shall be submitted to:</p> <p><b>PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)</b> 13TH FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE, PAKISTAN PHONE: (+ 92) (42) (99000000), FAX: (+92) (42) (99232123) URL: <a href="http://WWW.PITB.GOV.PK">WWW.PITB.GOV.PK</a></p>
11.	2.4.2	<p>The deadline for Bid submission is:</p> <p><b>03 October, 2023 @ 12:00 PM</b></p>

12.	2.5.1	Time, date/ Month/ Year, and place for Bid opening. <b>03 October, 2023 @ 12:30 PM</b>
13.	2.6.2	Amount of Performance Guarantee is: <b><u>5% OF THE CONTRACT AMOUNT</u></b>
14.	2.3.7	Bid validity period after opening of the Bid is: <b><u>NINETY (90) DAYS.</u></b>
<b>E. Opening and Evaluation of Bids</b>		
15.	2.5.1	The Bid opening shall take place at: <b>03 October, 2023 @ 12:30 PM</b> <b>PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)</b> 13TH FLOOR, ARFA SOFTWARE TECHNOLOGY PARK (ASTP), 346-B, FEROZEPUR ROAD, LAHORE, PAKISTAN PHONE: (+ 92) (42) (990000000), FAX: (+92) (42) (99232123) URL: <a href="http://WWW.PITB.GOV.PK">WWW.PITB.GOV.PK</a>
16.	2.3.4	The currency that shall be used for Bid evaluation is: <b>PAK RUPEES</b>
<b>F. Bid Evaluation Criteria</b>		
17.	2.5.8	Criteria to Bid evaluation is presented below:



## EVAUATION CRITERIA:

Category	Description	Requirement
<b>Legal (Mandatory)</b>	Copy of Active Registration with Income Tax Authorities (National Tax Number NTN) – Registered for at least last <b>Three (03) Years</b>	Required
	Copy of Active Registration with Sales Tax Authorities (STRN)	
	Affidavit (as per <b>form 8.6</b> ) on non-judicial Stamp Paper of Rs. 100/- or Official Letter-head:	
	<ul style="list-style-type: none"> <li>(i) The firm is not blacklisted from any Department.</li> <li>(ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage. They shall be black listed as per Rules / Laws.</li> <li>(iii) Affidavit for correctness of information.</li> <li>(iv) Contractor/firm is not blacklisted or subject to any pending litigation in this regard, with any Government or Public Department.</li> <li>(v) The firm comply with Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document.</li> </ul>	
<b>Technical (Mandatory)</b>	Copy of bid security form along with copy of financial instrument, in the manner as prescribed on the bid security form.	Required
	Undertaking and Provision of List of Mechanical Machineries/Equipment including but not limited to: <ul style="list-style-type: none"> <li>1) Ride-on/walk behind Scrubber Dryer</li> <li>2) Buffer</li> <li>3) Industrial Vacuum Cleaner</li> <li>4) Professional Cleaning and Mopping /Housekeeping Trolley</li> <li>5) Electronic Steam Washer and Façade Cleaning Equipment (Industrial grade rope, safety rope, safety kit) etc.</li> </ul>	
	Undertaking and Provision of the following with respect to Façade Cleaning, including but not limited to. <ul style="list-style-type: none"> <li>1) List of PPE (Personal Protection Equipment)</li> <li>2) MS (Method Statement) of Rope Access.</li> </ul>	
	Presentation Documentation including but not limited to: <ul style="list-style-type: none"> <li>1) Implementation/Action Plan</li> <li>2) HSE (Health Safety Environment) Plan</li> <li>3) Emergency Rescue Plan</li> </ul>	
<b>Past Experience (Mandatory)</b>	<u><b>Relevant Experience &amp; Value of Projects (Last 03 Years)</b></u> Value of projects/assignments either completed or in-process for last 03 years, which are similar in nature including the Janitorial	Required

Category	Description	Requirement				
	<p>Services/Staff, Housekeeping Services, Facility Management, Maintenance of Multi Storey Large Buildings etc.</p> <p>Required Documentary Evidence:</p> <ul style="list-style-type: none"><li>• Relevant purchase orders / contracts</li><li>• Satisfactory Certificate for relevant contracts/purchase orders</li></ul> <table><tr><th>Lot No.</th><th>Amount in PKR</th></tr><tr><td>01</td><td>12 million and above</td></tr></table>	Lot No.	Amount in PKR	01	12 million and above	
Lot No.	Amount in PKR					
01	12 million and above					
<b>Financial Strength (Mandatory)</b>	<p><b><u>Credit Line at the time of Bid Submission.</u></b></p> <p>Documentary Evidence: (Verifiable through Bank Statement, Letter of Credit Line from the Bank)</p> <table><tr><th>Lot No.</th><th>Amount in PKR</th></tr><tr><td>01</td><td>3.0 million and above</td></tr></table>	Lot No.	Amount in PKR	01	3.0 million and above	Required
Lot No.	Amount in PKR					
01	3.0 million and above					

### G. Award of Contract

24.	2.6.5	Percentage for quantity increase or decrease is: <u>FIFTEEN (15%) PERCENT</u> . However, increase or decrease in quantities beyond 15% will be mutually agreed between the Procuring Agency and the Awardee prior to the Contract.
25.	2.6.2	The Performance Guarantee shall be: <u>5% OF THE CONTRACT AMOUNT</u>
26.	2.6.2	<p>The Performance Security (or guarantee) shall be in the form of: Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque;</p> <p>Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period.</p> <p>The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.</p> <p><u>Penalty Charges on Late Submission of Performance Security:</u> If the Contractor delays provision of Performance Security fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.</p>

## Section-V: 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 Contractor, 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 Contractor 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 Contractor is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services *that include JANITORIAL AND HOUSEKEEPING SERVICES* and other such obligations of the Contractor 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 organization purchasing the Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Contractor" 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.

<b>3. Country of Origin</b>  <i>[where applicable]</i>	<p>3.1. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.</p> <p>3.2. The origin of Services is distinct from the nationality of the Contractor. In any case, the requirements of rules 10 &amp; 26, PPR-14, shall be followed.</p>
<b>4. Standards</b>	<p>4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.</p>
<b>5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.</b>	<p>5.1. The Contractor 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 Contractor 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.</p> <p>5.2. The Contractor shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.</p> <p>5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Contractor's performance under the Contract if so required by the Procuring Agency.</p> <p>5.4. The Contractor shall permit the Procuring Agency to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the donors, if so required by the donors.</p>
<b>6. Performance Guarantee</b>	<p>6.1. <b>Within fifteen (15) days of issuance of the notification of Contract award/Letter of Intent (LOI)</b>, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet &amp; clause 2.6.2 of ITB. Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever</p>

is later. Performance security shall not be acceptable with any validity less than the prescribed time period.

Penalty Charges on Late Submission of Performance Security:

If the Contractor delays provision of Performance Security fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.

6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Contractor'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) **Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque.**

6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

**7. Incidental material**

*[If required and decided by the Procuring Agency]*

7.1. The Contractor 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 Contractor under this Contract shall be specified in SCC.
- 8.2. The Contractor'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. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Contractor, provided the work is satisfactory.
- 8.4. The currency of payment is **PAK RUPEES**.
- 9. Prices**
- 9.1. Prices charged by the Contractor and Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Bid, with the exception of any price adjustments authorized in SCC {mechanism and formula to be decided by the procuring agency}.
- 10. Change Orders**
- 10.1. The Procuring Agency may at any time, by a written order given to the Contractor pursuant to GCC Clause 11, 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 Contractor'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 Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor'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 Contractor shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

- 13. Sub-contracts** 13.1. The Contractor shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.
- 13.2. Subcontracts must comply with the provisions of GCC Clause 12.
- 14. Delays in the Contractor's Performance** 14.1. Performance of Services shall be made by the Contractor in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.
- 14.2. If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor 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 Contractor's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Contractor's—time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 14.3. Except as provided under GCC Clause 17, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages.
- 15. Liquidated Damages** 15.1. Subject to GCC Clause 17, if the Contractor 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 delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. 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 Contractor, may terminate this Contract in whole or in part:
- (a) if the Contractor fails to deliver any or all of the service 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 Contractor fails to perform any other obligation(s) under the Contract; or
- (c) if the Contractor, 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.

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

(d) “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:

- i. 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;
- ii. 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;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. 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;
- v. 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, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

## **17. Force Majeure**

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Contractor 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.

17.2. 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 Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Contractor, 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 Contractor shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the 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. 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 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 Procuring Agency.

**19. Termination for Convenience**

19.1. The Procuring Agency, 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 Procuring Agency’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

19.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Contractor’s receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Contractor—an agreed amount for partially completed Services and for materials and parts previously procured by the Contractor.

**20. Resolution of Disputes**

20.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Contractor 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 Contractor 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**

23.1. 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. Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

24.2 The Contractor shall maintain ACTIVE taxpayer status with Punjab Revenue Authority (PRA) throughout the contract period.

**25. Contract Period and Extension in Contract period**

Initially the contract will be for **one (01) year**. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for a further period of **two (02) years on yearly basis**, on the same rate & TORs, with the mutual agreement of the Procuring Agency and the Contractor. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

## Section-VI. Special Conditions of Contract

### Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

#### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: **PUNJAB INFORMATION TECHNOLOGY BOARD**

GCC 1.1 (h)—The Procuring Agency's country is: **PAKISTAN**

GCC 1.1 (i)—The Supplier is: **AWARDEE**

#### 2. Performance Guarantee (GCC Clause 6)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: **5% OF THE CONTRACT AMOUNT**

Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period.

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

##### Penalty Charges on Late Submission of Performance Security:

If the Contractor delays provision of Performance Security fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.

#### 3. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided are:

*[Selected material covered under GCC Clause 7 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Contractor shall be included in the Contract Price.]*

#### **4. Payment (GCC Clause 8)**

GCC 8.1—The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:

**Payment for Services provided:** *[to be decided by the Procuring Agency as per rule-62 of PPR-14]*

- Payment for the provision of Janitorial & Housekeeping Services as per SECTION – III, shall be made on monthly lump-sum price basis, against an invoice describing, as appropriate, Services performed, and documents submitted, and upon fulfillment of other obligations stipulated in the Contract.

Payment may be made in Pak. Rupees in the following manner: *(to be decided by the Procuring Agency)*

- (i) **Running Bill modality,**
- (ii) **Cross Cheque**

#### **5. Prices (GCC Clause 9)**

GCC 9.1—Prices shall be fixed and shall not be adjusted.

The bidders are required to provide the lump sum monthly price against the Scope of Services in SECTION – III, as required under Notes to Financial Bid Form/Price Schedule.

#### **6. Liquidated Damages (GCC Clause 15)**

GCC 15.1—Applicable rate:

- (i) In case the Contractor provides any fake/forged or spurious document/information with the monthly invoice, it will be penalized for five (05%) percent of total monthly invoice and a warning letter/email will be issued. On 3<sup>rd</sup> warning letter/email, the contract will be terminated.
- (ii) Use of mobile phones on duty is not allowed. In case of non-compliance, a warning letter/email will be issued to the Contractor. On 3<sup>rd</sup> warning letter/email, the Contractor will be penalized for two (02%) percent of total monthly invoice for that particular month.
- (iii) In case of shortage of monthly requirement of materials, the Contractor will be penalized for three (03%) percent of total monthly invoice and a warning letter/email. On 3<sup>rd</sup> warning letter/email, the contract will be terminated.

- (iv) The Contractor shall ensure cleaning of façade / ACP panels on daily basis and complete the cycle as mentioned in scope/work plan.
  - a. In case of non-compliance / shortage the Contractor will be penalized for five (05%) percent of total monthly invoice and a warning letter/email. On 3<sup>rd</sup> warning letter/email, the contract will be terminated.
- (v) All the deployed staff should wear appropriate uniform as mentioned in scope/work plan. In case of non-compliance, a warning letter/email will be issued to the Contractor. On 3<sup>rd</sup> warning letter/email, the Contractor will be penalized for two (02%) percent of total monthly invoice for that particular month.

**Note: All the complaints/instances intimated will be intimated to the Contractor in writing for record.**

Maximum deduction: **ten (10) percent of the Contract Price**

## **7. Resolution of Disputes (GCC Clause 20)**

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Contractor, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

## **8. Governing Language (GCC Clause 21)**

GCC 21.1—The Governing Language shall be: **ENGLISH**

## **9. Applicable Law (GCC Clause 22)**

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

## **10. Insurance Coverage**

The PITB will not be liable for any damage/loss to assets, resources and manpower deployed by the Contractor. The Contractor shall procure all insurance policies to include requisite insurance coverage as applicable including but not limited to Comprehensive general liability insurance and / or third-party accident insurance to safeguard any eventuality while the employees of the Contractors are on duty.

## **11. Indemnity**

The Contractor agrees fully and effectually to indemnify, defend and hold harmless the PITB and its officers, directors, employees, representatives, agents, and assigns

(“Indemnified”) at its own expenses against the Losses suffered or incurred by the PITB as a direct result of any negligent or fraudulent act or omission by it and its employees, in breach of any of its obligations contained or referred to in the Contract. In addition, the Contractor hereby also agree to indemnify and hold harmless the PITB against the Losses claimed, made or incurred against the PITB arising out of or in connection with the performance or discharge of Contractor’s obligations and duties under the Contract or in respect of any Losses sustained or suffered by any third party, otherwise than by the PITB’s gross negligence or willful misconduct. The Contractor understands, acknowledge and agree that this provision is the essence of the contract and consequently, Contractor’s desire to provide the PITB (being indemnified) with specific contractual assurance of each Indemnifier’s rights to full indemnification against any proceedings.

## **12. Notices (GCC Clause 23)**

GCC 23.1—Procuring Agency’s address for notice purposes: **PROCURING AGENCY ADDRESS**

—Supplier’s address for notice purposes: **AWARDEE’s ADDRESS**



## **Section-VII. Schedule of Requirements**

### **COMMENCEMENT DATE FOR START OF SERVICES:**

Within one (01) week after Notification of Award/LOI by the Procuring Agency.

## Section-VIII: Sample Forms

### Notes on the Sample Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 2.2.3 & 2.3.4 and in accordance with the requirements included in the Bidding documents.

When requested in the Bid Data Sheet, the contractor should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring Agency, pursuant to ITB Clause 2.3.7

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections pursuant to ITB Clause 2.5.6 and GCC Clause 17, acceptable deviations e.g., payment schedule pursuant to GCC 16, The Price Schedule and Schedule of Requirements, deemed to form part of the contract, should be modified accordingly.

The **Performance Guarantee** and **Bank Guarantee for Advance Payment** forms should not be completed by the contractor at the time of their Bid preparation. Only the successful Bidder will be required to provide Performance Guarantee and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Agency and pursuant to GCC Clause 7.3 and SCC 10, respectively.

## 8.1 Bid Form

***(For each Lot separately)***

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with the Technical Bid, in case of Single Stage Two Envelope Procedure.*

Date: \_\_\_\_\_

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.9 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 *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

***[In case of single stage one envelope bidding procedure]***

The Composition of our Bid is:

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) All the forms relevant to the technical and financial bids (clearly indicated on each form)

- c) Original Bid security form (as per **form 8.10**) along with Original financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for ..... ( ) Days, beyond the validity of Bid.
- d) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.
- e) Any other document required by the procuring agency not inconsistent with PPR-14.

***[In case of single stage two envelope bidding procedure],***

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

**Technical 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) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Copy of bid security form along with copy of financial instruments *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for ..... ( ) Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

**Financial bid includes the following: -**

- a) Price schedule / financial form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.
- b) Original Bid security form (as per **form 8.10**) along with Original financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for ..... ( ) Days, beyond the validity of Bid.

- c) *Any other document required by the procuring agency not inconsistent with PPR-14.*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of service provider	Amount and Currency
--------------------------------------	---------------------

_____	_____
_____	_____
_____	_____

(if none, state "none")

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 \_\_\_\_\_

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
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_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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 \_\_\_\_\_

## 8.2 Bidder's JV Members Information Form (if applicable)

**(For each Lot separately)**

- *To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad,*
- *To be attached with Technical Bid in addition to the JV agreement*

*{The Contractor shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Contractor and for each member of a Joint Venture}.*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Contractor.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

### 8.3. Bidder Profile Form (For each Lot separately)

- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with Technical Bid

Sr.#	Particulars
1.	Name of the company:
2.	<b>Registered Office:</b>
Address:	
Office Telephone Number:	
Fax Number:	
3.	<b>Contact Person:</b>
Name:	
Personal Telephone Number:	
Email Address:	
4.	<b>Local office if any:</b>
Address:	
Office Telephone Number:	
Fax Number:	
5.	<b>Registration Details:</b>

**a) Audited Financial Statement Attachment (Last 03 years) – or as applicable per the evaluation criteria**

Yes	No
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**b) Details of Experience (Last 03 Years) – or as applicable per the evaluation criteria**

(i)	<b>Similar Project (Agency/Department)</b>	<b>Item Name</b>
(ii)	<b>Value of total Projects/Tenders/POs</b>	<b>Amount</b>

**c) Staff Detail and last month Payroll – If applicable per the evaluation criteria**

Yes	No
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### 8.4. General Information Form

*(For each Lot separately)*

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

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

\*Please attach copies of NTN, GST Registration, PRA Status, Professional Tax Certificate

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

**8.5. Affidavit**  
**(For each Lot separately)**

- *To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner or on the Official Letter-head.*
- *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 *[name of Procuring Agency]* 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 *[name of Procuring Agency]*. 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 was 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 in this regard, with any Government or Public Department
- (v) The firm comply with Section – III “Scope of Services/Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document.

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

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

## 8.6. Performance Guarantee Form

*(For each Lot separately)*

To,

*[name and address of the Procuring Agency]*

**WHEREAS** (Name \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Contractor/ \_\_\_\_\_ Contractor) \_\_\_\_\_ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE **"PROVISION OF \_\_\_\_\_"** procurement of the following:

1. *[Please insert details]*.

(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 declaring the Contractor to be in default under the Contract, 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 \_\_\_\_\_

### **8.7. Technical Bid Form** ***(For each Lot separately)***

- *Technical Proposal must cover the requirements mentioned in Section – III (Technical Specifications/Scope of Services), and the EVALUATION CRITERIA. If any deviations are needed, it must be mentioned/quoted, separately in the Technical Proposal.*
- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Technical Bid.*
- *The bidders must provide the documentation with regards to mandatory Legal, Technical, Experience and Financial requirements as per Evaluation Criteria.*

**Stamp & Signature of Bidder** \_\_\_\_\_

## **8.8. Contract Form**

***(For each Lot separately)***

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called “the Procuring Agency”) on the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the Contractor”) on the other part:

WHEREAS the Procuring Agency invited Bids for certain services, viz., *[brief description of services]* and has accepted a Bid by the Contractor for the supply of those services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Scope of Services/Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring Agency’s Notification of Award.
  - (g) Contract agreement
  - (h) Complete Bid document
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to provide the services in accordance with the provisions of the Contract and as required under Section III – Scope of Services / Specifications, and Section VII Schedule of Requirements/Work Plan/ Deputation Plan.
4. The Procuring Agency hereby covenants to pay the Contractor in consideration of the provision of services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Contractor)

## 8.9. Financial Bid Form/Price Schedule

*(For each Lot separately)*

- *Financial Proposal must cover the requirements mentioned in Section – III (Technical Specifications/Scope of Services), and the EVALUATION CRITERIA. If any deviations are needed, it must be mentioned/quoted, separately in the Financial Proposal.*
- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Financial Bid.*

Sr. No.	Item name	Description	Lump-sum price/Month (inclusive of all taxes & duties etc.) (1)	Quantity/Month (2)	Total price / Year (inclusive of all applicable taxes & duties etc.) $3=(1 \times 2) \times 12$
1	Janitorial & Housekeeping Services	Provision of Janitorial & Housekeeping Services as per SECTION – III		12	
<b>TOTAL</b>					

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

**Note:**

- In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. (Please refer ITB clause 2.5.6).
- In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
- The bidders are required to provide the lump sum monthly price against the Scope of Services in SECTION – III.

**Stamp & Signature of Bidder** \_\_\_\_\_

### **8.10. Bid Security Form** ***(For each Lot separately)***

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Financial Bid.*
- *Copy of the Bid security instrument must be submitted with the technical proposal, and the original Bid Security instrument must be included within the Financial Proposal envelope*

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the services]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

*[signature]*



## Section IX- Check List

*(For each Lot separately)*

- The provision of this checklist is essential prerequisite along with submission of Bid.
- Please fill **(YES, NO, N/A)** or **“Check Mark”** the relevant columns, and attach this Checklist on top of the Technical Proposal.

Sr. No.	Description/Documents	Technical Proposal	Financial Proposal
1	Joint Venture (JV) Agreement and Bidder s JV Member information as per form 8.2 (if applicable)		
2	<b>Copy of the Bid Security Instrument</b> (Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker’s cheque).		
3	<b>Original Bid form</b> (as per <b>form 8.1</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
4	<b>Bidder Information Form</b> (as per <b>form 8.4</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
5	<b>General Information Form</b> (as per <b>form 8.5</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
6	<b>Copy of Registration / Incorporation Certificate</b>		
7	<b>Copy of Active Registration with Income Tax Authorities - National Tax Number (NTN)</b>		
8	<b>Copy of Active Registration with Sales Tax Authorities (STRN)</b>		
9	<b>Copy of Active Registration (Professional Tax Certificate)</b>		
10	<b>Affidavit (as per form 8.6) on non-judicial Stamp Paper of Rs. 100/- or Official Letter-head:</b> (i) The firm is not blacklisted from any Department. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) Contractor/firm is not blacklisted or subject to any pending litigation in this regard, with any Government or Public Department. (v) The firm comply with Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document.		
11	<b>Technical Bid Form</b> (as per <b>form 8.8</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
12	<b>Authorization Documents/Certificates/Licenses etc.,</b> as per the Evaluation Criteria		
13	<b>Relevant Past Experience Documents,</b> as per the Evaluation Criteria, on letter head of the firm, duly signed and stamped.		
14	<b>All required samples (if demanded)</b> have been submitted to <i>[name of the Procuring Agency/Department/Team]</i> or attached with the Technical Proposal.		
15	<b>Financial Bid Form</b> (as per <b>form 8.10</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
16	<b>Bid Security Form</b> (as per <b>form 8.11</b> of Bidding documents)		
17	<b>Original Bid Security Instrument</b> (Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker’s cheque).		

**Stamp & Signature of Bidder** \_\_\_\_\_