SINDH MADRESSATUL ISLAM (SMI) UNIVERSITY



TENDER DOCUMENT FOR JANITORIAL, SECURITY AND TECHNICAL SERVICES

TENDER 2022-23/11

Name of Department	Directorate of Works and Services
Name of Procuring Agency	SINDH MADRESSATUL ISLAM UNIVERSITY
	Aiwan-e-Tijarat Road, Shahrah-e-Liaquat,
	Karachi-74000, Pakistan
	Tel: 021-99217501-02-03 Fax: 021-99217504
	Website: www.smiu.edu.pk

Tender Document issued to:

Tender Document issued on:



SINDH MADRESSATUL ISLAM UNIVERSITY

Aiwan-e-Tijarat Road, Karachi-74000.

Phones: +92-21-99217501-02-03 Ext: 224 Fax:+92-21-99217504

Email: info@smiu.edu.pk, URL http://www.smiu.edu.pk/

No. SMIU/TEND/2022-23-11

TENDER NOTICE

Sindh Madressatul Islam University (SMIU) invites sealed bids for Janitorial, Security and Technical services for its City Campus for a period of 12 months from well-established & reputed companies having minimum 05 years' experience in rendering similar services. The details are as under: -

S.#	Nature of Service	Bid Security	Tender Fees
1	JANITORIAL, SECURITY AND TECHNICAL SERVICES	2% of bid price	Rs. 2000/-

ELIGIBLITY: Company must be registered with Income Tax, SRB, SST and EOBI.

METHOD OF PROCUREMENT: Single stage two envelope procedure for selection of company under Rule No. 46 (2) of SPPRA-Rules 2010 (amended up to date). The bidder should submit two separate sealed envelopes. One envelope should contain technical proposal & other envelope should contain the financial proposal. Both envelopes should be clearly marked technical proposal & financial proposal.

Terms & conditions:

- Bidding documents can be obtained against the written request on company letter head along with Proprietor's CNIC copy or authorized nominee from the office of *Directorate of Works and Services SMIU*, *Karachi* with a Pay Order / Demand Draft as Tender Fee mentioned above (nonrefundable) in favor of *Sindh Madressatul Islam University (SMIU)* on any working day during office hours from **Monday 26th December 2022 to Wednesday 11th January 2023** and can be download from SPPRA website: www.pprasindh.gov.pk and SMI- University website: www.smiu.edu.pk
- 2. The filled sealed tender documents will be received back on Thursday 12th January 2023 by 2:30 p.m. at the Directorate of Works and Services, first floor Sardar House and Technical Proposal will be opened on same day at 3:00 p.m. at Conference Room No. 2, 1st floor Main Building Sindh Madressatul Islam University, Aiwan-e-Tijarat Road Behind Habib Bank Plaza, Karachi before the procurement committee and the bidders or their authorized representatives who wish to be present. After completion of technical process, financial bids of technically qualified firms will be opened and informed accordingly.
- 3. Bid Validity Period is 90 days.
- 4. The Earnest money/Bid Security at the rate of **2%** of bid price should be submitted along with Bid in shape of Call Deposit/Pay order/Demand Draft issued by any scheduled bank of Pakistan in favor of *Sindh Madressatul Islam University Karachi*.
- 5. Under following conditions bid will be rejected.
 - (i) Partial, Conditional and telegraphic bids/ tenders. (ii) Bids not accompanied by bid security of required amount & form. (iii) Bids received after specified date and time (iv) Black listed firms.
- 6. Bids must be offered on the prescribed bidding documents issued by *Sindh Madressatul Islam University* or downloaded from SPPRA/SMIU website. However additional sheets may be attached, if required.
- 7. Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of *SPPRA Rules-2010 amended* (*Amended up to date*).
- 8. In case any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday, the tender shall be submitted/opened on the next working day at the same time and venue.

University Procurement Committee

BIDDING DOCUMENT

Single Stage - Two Envelope Bidding Procedure

HIRING OF JANITORIAL, SECURITY AND TECHNICAL SERVICES

INSTRUCTIONS TO THE BIDDERS

1. **GENERAL**

1.1 Introduction

SMI University, Karachi hereafter referred to as "SMIU" desires to hire the Professional Janitorial, Security and Technical Services Providers.

1.2 Scope of Work

- 1.2.1 Bidder would be hired as per evaluation criteria of this document to provide services as per scope mentioned in bidding documents. The Successful bidder would enter in to a **Janitorial**, **Security and Technical Services contract of 12 months extendable up to a maximum of 12 more Months** upon satisfactory performance & mutual consent.
- 1.2.2 SMIU reserves the right to ask the company to provide equivalent wage other technical staff based on quoted rates on need / emergency basis.
- 1.2.3 Bidding shall be conducted under "Single Stage Two Envelopes" (Technical and Financial bids) procedure laid down in SPPRA Rules 2010 (Amended upto date). The contract shall be awarded as per evaluation criteria mentioned in this document.
- 1.2.4 Bidders shall submit their bids with proper Indexing Table / Page Numbers and attach all the mandatory / required documents in Annex or Tagging format.

1.3 Source of Funds

1.3.1 SMI University (SMIU), Karachi has allocated funds towards the cost of "Janitorial Services" from its own resources.

2. ELIGIBLE BIDDERS

The bids which meet the following **Mandatory Criteria** would be declared responsive for further evaluation as per Evaluation Criteria specified in this bidding document. **Requisite documents must be attached in respect thereof:**

- 2.1 Bidder should be based in Karachi or should have a branch in Karachi.
- 2.2 Bidder must have valid National Tax Number (NTN) and Sales Service Tax (SST) Registration.
- 2.3 Bidder must have valid Registration Certificate with EOBI or SESSI.
- **2.4** Bidder / Company Profile / Details as per **Annexure A.**
- 2.5 Bidder should possess the minimum 5 years requisite experience in similar services in any Govt or private / public sector.

- **2.6** Bidder should have submitted / filed Income Tax return / Sales Tax Return for last three years i.e. FY 2018-19, FY 2019-20 and FY 2020-21 **Annexure B.**
- 2.7 Affidavit on Stamp Paper of Rs. 100/- that the bidder is not black listed by any Autonomous body/Government/semi Government Department as per Specimen at Annexure –C.
- 2.8 The satisfactory Performance certificate from current employer on their official letterhead and past performance certificates as well.

3. <u>COST OF BIDDING</u>

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

4. <u>CLARIFICATIONS OF BIDDING DOCUMENTS</u>

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

5. AMENDMENT OF TENDER DOCUMENT

- 5.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 5.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 5.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

6. LANGUAGE OF BID

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

7. PRICE

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

8. PERFORMANCE SECURITY

- 8.1 The bidder shall furnish a performance security equivalent at 10% of the total value of bid in form of Pay Order/ Call Deposit/ Bank Guarantee in favor of SMI University, Karachi as per Annexure H
- 8.2 Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the SMIU as non-responsive.
- 8.3 The bid security / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.
- 8.4 The performance security of the successful bidder will be returned after completion of contract period.

8.5 The security deposit may be forfeited / confiscated:

- i. If a bidder withdraws his bid during the period of bid validity.
- ii. If the bidder does not accept the correction of his bid price.
- iii. In the case of a successful bidder, if he fails to sign the contract agreement.
- iv. If the bidder fails to provide the requisite Services.
- v. If the bidder fails to fulfill the requirements upon which he has given certificates / affidavits etc.

9. <u>VALIDITY OF BIDS</u>

9.1 All bids shall remain valid for **90** (**ninety**) **days** from the date of opening of bids.

10. CLARIFICATIONS / CORRECTIONS OF BID

10.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought offered or permitted.

- 10.2 Arithmetical errors will be rectified on the following basis:
 - i. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.
 - ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

11. RESPONSIVENESS OF BIDS

- 11.1 The valid bid security / earnest money is submitted (Copy of the bank instrument of requisite Bid Security without showing the rates must be attached with the Technical Bid).
- 11.2 The bid is valid till required period.
- 11.3 The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- 11.4 Compliance to all important terms and conditions of tender document on specified formats.
- 11.5 The bidder is eligible for tendering and possesses the requisite experience.
- 11.6 The bid does not deviate from basic requirements.
- 11.7 The bidder submitted all mandatory / requisite documents as mentioned in the tender document.
- 11.8 The bid is generally in order etc.

12. <u>SUBMISSION OF BIDS</u>

- 12.1 Bids should be submitted in accordance with SPPRA Rules 46 (2) Single Stage Two Envelope Procedure.
 - (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - (b) Envelopes shall be marked as "FINANCIAL PROPOSAL" and TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
 - (c) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
 - (d) Envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
 - (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
 - (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
 - (h) Financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders; and
- 12.2 The technical bid should contain all the relevant information and desired enclosures in the prescribed format. The financial Bid should contain only Financial Proposal. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.

- 12.3 Technical Bid should be submitted in sealed envelope containing necessary information regarding tender notice and warning message "Do Not Open Before the time and date of bid opening".
- 12.4 Opened or e-mailed or faxed or telexed bids will not be accepted.
- Any bid received to the SMIU after the date and time of tender submission will be rejected and returned as unopened to sender / bidder.
- 12.6 Bids qualified by such vague and indefinite expression such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.
- 12.7 Bidder shall comply with all Pakistani Laws, other, permits, codes and regulation applicable to the bidder's performance of services. Bid against the Government Rules and Policies, Conditional Bid, Ambiguous Bid or incomplete Bid and Bid without Bid Security will be rejected. No supplementary or revised offer after the opening of bids shall be entertained.
- 12.8 In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
- 12.9 In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.

13. DEADLINE FOR SUBMISSION OF BIDS

The bids shall be submitted to Directorate of Works and Services SMI University, Karachi, up to 2:30 pm on 12th January 2023.

14. **OPENING OF BID**

- 14.1 Procurement Committee will publically open the Sealed Technical Bids first on 12th January 2023 at 3:00 p.m. in the presence of bidder's representatives who choose to be present, while the Financial bids of all prospective bidders would be kept in safe custody at SMIU. After declaration of Technical Bid Results, the Sealed Financial Bids of only Technically Qualified firms would be opened publicly at time / date to be announced later. Whereas, Sealed Financial Bids of technically non- qualified bidders will be returned unopened / unprocessed.
- 14.2 The name of bidder, bid price and such other details as the committee at its discretion may consider appropriate, will be announced at the time of <u>Sealed Financial Bid opening process</u>.
- 14.3 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.
- 14.4 The SMIU reserves the right to reject any one or all bids / proposals or scrap / cancel the tender as per relevant SPPRA Rules 2010 (Amended upto date).

15. EVALUATION OF BIDS

- 15.1 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non- conformity.
- 15.2 The relevant Committee will evaluate and compare only the bids previously determined to be substantially responsive. The bids can be evaluated as a whole or separately.
- 15.3 It will be examined in detail whether the services offered by the bidder complies with the provisions of this tender document. For this purpose, the bidder's data will be compared with the tender document eligibility, evaluation criteria and may visit to bidder facilities / offices for physical inspection.
- 15.4 It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no major deviation / stipulation shall be taken by the bidder.
- Any minor informality or non-conformity or irregularity in the documents, which does not constitute a material deviation, may be waived by SMIU, provided such waiver does not prejudice or affect the relative ranking of any other bidder.

16. TECHNICAL EVALUATION CRITERIA

- 16.1 The bids shall be evaluated on the basis of Eligibility Criteria of the bidding document. Based on the record / documentary evidence submitted by the bidders.
- 16.2 The following merit point system for weighing evaluation factors/criteria will be applied for technical proposals.

S#	Evaluation Parameters/Sub-parameters	Maximum Points	Bidder Response	Point Score
Α.	TECHNICAL CAPABILITIES / EXPERIENCE	Max. 60	Response	Score
1.	Year of Establishment	Max. 15		
1.1	Established since last 05 Years	05		
1.2	Established since last 10 Years	10		
1.3	Established since last 15 Years	15		
2.	Previous Similar Experience	Max. 20		
	Bidder's previous similar experience in Janitorial Services			
	during the last five (05) years in Public and Private Sector			
	Universities and Govt. / Semi Govt. organizations (proof of			
	satisfactory certificate from the concerned dept must be			
	attached else experience will not be considered.)			
2.1	03 Contracts in last five years	10		
2.2	05 Contracts in last five years	20		
3.	Clientele in the Region	Max. 15		
	Provision of clientele details in tabular form against selected			
	response must be comprised of the following.			
	1. Client Name / End User			
	2. Name & Location of Project			
	3. Scope of Work / Specifications			
	4. Year			
	5. Total contract value (PKR).			

S#	Evaluation Parameters/Sub-parameters	Maximum Points	Bidder Response	Point Score
3.1	03 Nos. clientele in last 05 years	05	Response	beore
3.2	05 Nos. clientele in last 07 years	10		
3.3	07 Nos. clientele in last 10 years	15		
4.	Client Satisfactory Performance Certificates	Max. 10		
4.1	Provision of Client Satisfactory Performance Certificate for the period of last 05 years from Public and Private Sector Universities and Govt. / Semi Govt. organizations. (02 points for each certificate).	10		
В	FINANCIAL INFORMATION OF BIDDER	Max. 40		
5.	Average Annual Turnover in any of last 03 years	Max. 20		
5.1	Turn over above 10 million	10		
5.2	Turn over above 15 million	15		
5.3	Turn over above 20 million	20		
6.	Provision of Financial statements and filed Income Tax	Max. 20		
	Returns			
6.1	Audited Statement of Accounts for last 3 years	10		
6.2	Provision of copy of Income Tax Return Forms for last 3 Years	10		

- 16.3 Only those group's Financial offer will be announced / considered which were technically qualify by the Committee. Bidders are advised to give separate sealed envelope (s) of every quoted group and should mention the name of the Group and tender serial number on the front of the sealed envelope in **BOLD** and legible letters to avoid confusion, otherwise, the Financial Proposal Envelope will be opened on qualified item basis and it will not be challenged by the bidder that procuring agency has opened the Financial Proposal of the disqualified items besides qualified items.
- 16.4 Bidders achieving minimum 60% points / marks will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

17. PROCESS TO BE CONFIDENTIAL

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

18. COMPLIANCE CERTIFICATE

18.1 The bidder should agree with the terms and conditions as mentioned in $\underline{\mathbf{Annexure} - \mathbf{B}}$

19. AWARD CRITERIA

19.1 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 / best evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The selected bidder will have to furnish a **performance security** @ 10% of total bid

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

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

- 20.1 The Procuring agency reserves the right to accept or reject any bid, as per SPPRA Rules 2010 (Amended up to date) and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 20.2 The Staff to be provided shall be well disciplined and duly certified by police to be verified. SMIU reserves the right to ask for replacement of staff without any justification. SMIU reserved the right to increase or decrease the number of staff members on the preapproved rates as per bid. Vendor shall be bound to comply the orders.

21. PROCURING AGENCY'S RIGHT TO VARY OUANTITIES

20.1 The Procuring agency reserves the right to increase or decrease the quantity of goods and services originally specified in the Format for Quoting the Rates / Schedule of Requirements / BOQ without any change in unit price or other terms and conditions.

22. REQUIREMENT / FORMAT OF BID

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

23. NOTIFICATION OF AWARD

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

24. <u>CONTRACT AGREEMENT</u>

- 24.1 Subject to the fulfillment of all codal formalities, the purchaser will award the contract to successful bidder whose bid has determined to be qualified to perform the contract satisfactorily. Both parties i.e. Purchaser and Bidder will sign the Contract Agreement on the stamp paper with stamp duties as per prevailing Govt. Rules. The expenditure involved on the said contract agreement will be borne by the bidder.
- 24.2 SMIU reserves the right to cancel the agreement with or without giving notice (depending on nature of violation of contract agreement) and forfeit Security Deposit/ Performance Bond and any amount due to the service provider. The bidder shall reproduce draft contract

agreement provided by SMIU on stamp paper with stamps affixed of the value equals to the prevailing Government rules/ rates. Bidder shall pay the prevailing Service Charges as per the article 22-A (Contract) of the schedule of stamp act 1899.

- 24.3 The bidder shall not alter/add/delete any article, clause or chapter of the draft contract agreement. However, the Service Provider may rephrase any clause, article or chapter with the consent of the SMIU for the purpose of clarity, legality, or otherwise except where scope of work, terms & conditions, and service charges is not adversely affected against the SMIU.
- Within fifteen (15) days the receipt of award of work/work order, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

25. BID SECURITY

25.1 The successful bidders must submitted the requisite amount of bid Security equivalent to 2% of the total bid amount with financial bid in the form of Call Deposit / Bank Draft / Pay Order / Bank Guarantee issued by a scheduled bank of Pakistan, in favor of the SMI University, Karachi. The Bid Security submitted should be valid for 28 days beyond the contract expiry period. No interest will be paid on bid / Performance Security

25.2 Forfeiture of Performance Security

- a) In the event of failure to provide services as per Contract Agreement / Work Order within the stipulated period, the security deposit may be forfeited.
- b) In that event, supply of the said services may be taken from the next lowest bidder vide the same Work Order at contractors risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
- c) If any equipment / instrument or property of SMIU is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.
- d) Refund of Performance Security: After successful completion of services in contractual period, performance security will be refunded within the six months if not extended for further period.

26. REDRESSAL

26.1 Redressal of Grievances & settlement of dispute will be as per SPPRA Rule- 2010 (Up to date)

27. ARBITRATION

24.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the SMIU and CEO of the company / firm / agency for arbitration / settling of the dispute, failing to which the matter shall be reported to Vice Chancellor whose decision shall stand final.

28. APPLICABLE LAWS

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

29. FORCE MAJEURE

- 29.1 The Bidder shall not be liable for forfeiture of its Performance Guarantee / Bid Security, or termination / blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this Clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and /or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable' alternative means for performance not prevented by the Force Majeure event.
- 29.2 The Bidder shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

SCOPE OF WORK

1. Aim: For maintaining optimum hygienic conditions and general cleanliness during office hours, bids are invited from reputable and well equipped Janitorial Contractors for Janitorial Services to be rendered at the premises of SMIU, Karachi. The contract will follow all the protocols prescribed by SMIU from time to time specially with regards to the working methods and time schedule at all areas of the relevant location. The following are the scope of work to be performed if hired for provision of required services for SMIU.

SCOPE OF WORK

- i Cleaning of Main / sub main Sewerage System of University.
- ii. Sweeping & Cleaning of all offices / Departments / / Laboratory / Library / all relevant premises of SMIU etc.
- iv. Cleaning of all internal and external open areas.
- v. Bidder must maintain daily staff attendance register duly endorsed and witness by Incharge/supervisor janitorial services of procuring agency.
- vi. Services will be timely framed as and when required.
- vii. The contractor shall supply all equipment, cleaning tools, dustbins and supplies necessary goods to perform the cleaning. The contractor shall keep all equipment clean, disinfected and in working order.
- viii. All contractor's staff assigned to work at SMIU will have to sign in and out of their shifts using the existing daily attendance verification system.
- ix. Security Staff shall perform any and all duties assigned to them by Security Supervisor of SMIU.
- x. Electricians shall be competent enough to conduct all the work of Low Voltage Transmission.
- xi. Electricians must know about operations of 200 KVA Generator.
- xii. Plumber shall be able to look after and maintain water motor pumps and must be able to lay new pipelines and plumbing fixtures.
- xiii. Carpenter shall be able to do all carpentry related works including making and repairing furniture items.
- xiv. All the workers must be willing to work in shifts (8 hours/day) and on holidays (incase of working on holiday an alternate day off will be provided)
- xv. All staff must wear clean and tidy uniforms along with company I.D card.
- xvi. Janitorial staff shall also clean flooring area, carpet area, furniture, curtains, blinds and fixtures, doors, windows and grills etc.
- xvii. Clean and polish plumbing piping, toilet seat hinges and other metal work Clean and polish mirrors, clean enameled surface and shelving.
- xviii. Thoroughly clean and wash with disinfectant soap sinks, basins, urinals and toilet bowls; remove stains and make certain to clean under sides of rims.
- xix. All stairwell landings, stairs and flooring under stairs swept and mopped or vacuumed as required.

The contractor shall be responsible to provide satisfactory services at all locations of SMIU by deploying energetic, and healthy, well-trained workers not less than 18 years or above 45 years with uniform.

The contractor shall provide and ensure that each worker on duty has received and understood

instructions of basic duties and has the following in his possession.

Company card and copy of Computerized National Identity Card (CNIC).

Uniform.

Material and ancillaries of approved kind and quality.

The contractor shall maintain extra staff to be readily available with the company as the substitute for the worker who becomes absent/short/sick at the company's own enrollment for which the SMIU Management will not make any extra payment.

Undisciplined workers an/or workers involved in immoral activities will not be allowed to serve in the SMIU.

Contractor will be bound to change the workers who will be unwanted by the SMIU management immediately.

The Employees will work according to Government rules / policy.

The services to be provided by the contractor must be according to labor laws. Child labor rules and basic human rights will not be violated by the Contractor. Age of worker shall not be less than 18 years or more than 40 years.

Contractor shall be bound to provide the sanctioned strength of Janitors at all time even **on holiday (if required)**.

SMIU reserves the right to increase / decrease or delete the quantities of services at the time of award of contract and also reserves the right to enhance / reduce the quantity of services without any change in unit price or other terms and conditions at any time during the contract period.

OUALITY OF WORK

The contractor shall ensure that the quality of services is to be the entire satisfaction of the Officer/Official In-charge of the location.

The decision of the SMIU management with regard to the determining the quality of work/Services done by the contractor shall be final and acceptable to the contractor. The contractor shall therefore rectify the defect so pointed out without any extra payment. In case of failure the SMIU reserves the right to get the work/service so rejected, done from some other source at the risk and cost of the contractor. The expenditure so incurred shall be recovered from the pending bills of the contractor or any other outstanding dues or by all parts of the security/other deposits as he may think proper.

Upon sub-standard services and unsatisfactory performance of the workers as determined by the SMIU Management, giving one month's notice to the Company shall terminate the contract agreement. Unsatisfactory includes:

Unable to provide desired number of workers.

Absence of worker(s) from duty

Casual performance of duty by workers.

Using the substandard material and ancillaries.

Any loss and damage to be occurred to SMIU property due to the

negligence/unsatisfactory performance of the contractor.

Non-reporting of major incidents to SMIU management that occurs in the SMIU premises

During the validity of the contract agreement, in case damage occurs to the property or personnel of the SMIU and caused by the negligence of the worker the company shall be wholly responsible and liable for paying for such losses occurred to SMIU.

SCHEDULE OF REQUIREMENTS

S/N	Description	For the period of	Location
1	Tender for Hiring Janitorial, Security and Technical Services at SMI University, Karachi.	12 Months	SMI University, Karachi

BOQ

Tender for Hiring Janitorial, Security and Technical Services at SMI University, Karachi.

S. No.	Skill / Personnel	Quantity	Rate / Month /	Amount / year
			Person	
1	Electrician	3 No.		
2	Plumber	2 No.		
3	Carpenter	1 No.		
4	Lift Operator /Generator Operator	1 No.		
5	Security Guards	7 No.		
6	Naib Qasids	6 No.		
7	Sweepers	3 No.		
	GRAND TOTAL	23 No.		

Total Amount / Year for a	all Staff:		

Note:

- 1. Duty will be 8 hours / day.
- 2. Duty will be in shifts (morning / afternoon / night)
- 3. Staff may be called to work on Saturday / Sunday, in this case alternate day off will be given.

Job Descriptions

Naib Qasid

Naib Qasid attached to the Section will normally perform the following duties:

- (a) Carrying from one place to another within and without office premises official files/papers.
- (b) General arrangement and tidiness of the office, furniture including re-dusting of office furniture, record etc.

Sweeper

He is responsible for maintaining a cleanly facility by completing a variety of cleaning tasks. His duties include mopping and vacuuming floors, cleaning surfaces with disinfectant and emptying trash cans or recycling bins.

Security Guards

- Secures premises and personnel by patrolling property;
- monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry.
- Obtains help by sounding alarms.
- Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; restraining trespassers.

Electrician

- Installs and repairs electrical wiring, systems, and fixtures in buildings.
- Installs conduits and pipes to house electrical wires and cables.
- Ensures wiring complies with electrical codes.
- Installs circuit breakers and other electrical hardware and connects wiring to them.

Plumber

- Installs, repair and operate water motor, plumbing systems, and fixtures in buildings.
- Installs pipeline and fitting on need basis.
- Ensures piping complies with plumbing codes.

Carpenter

• Make, repair and renovate all furniture items including doors / windows etc.

Generator Operator / Lift Operator

He is responsible for controlling, operating, and maintaining machinery to produce electric power. He is responsible to operate and maintain the lift. His duties include communicating with visitors, guests, or any persons to determine their floor where they want to reach.

Name of Post	Eligibility criteria
Generator Operator	Literate with the certificate of Technician and 5 years relevant experience
Electrician	Literate with the certificate of Electrician and 5 years relevant experience
Lift Operator	Literate with the certificate of Technician and 5 years

	relevant experience
Plumber	Literate with certificate of Plumbing and 5 years relevant experience
Carpenter	Literate with 5 years relevant experience
i) Security Guardii) Naib Qasidiii) Sweeper	Literate with experience in relevant experience

GENERAL TERMS & CONDITION

- Taxes will be deducted from the contractor's bill as imposed by the Government from time to time and contributions of the Government Institutions/Sindh Sales Tax (SST) will be paid by the contractor/suppliers themselves.
- A Services Monthly Bill should be submitted to the authorized officer along with the invoice in first week of every succeeding month. Authorized Officer(s) will process the bill for payment after completing all the codal formalities.
- The Company shall notify its representatives who will be contacted for immediate replacement in the event of unsatisfactory performance of deputed personnel.
- > Contractor and workers will not be allowed to participate in any Political/Immoral/Illegal activities in the premises of SMIU.
- Contractors will not be allowed to sublet the contract and will responsible to pay the Government Institution contribution/Sindh Sales tax themselves.
- In case of any dispute contractor will approach to the Office of Registrar. If he/she is not satisfied with the decision of the Registrar, then he has the right to approach to the competent authority of SMIU.
- Procuring Agency has the right to cancel the contract at any stage and without issuing any prior notice in case of violation of **Agreement/TOR** is proved as well as damages the prestige or property of SMIU.
- ➤ Contractor will be responsible for any theft or pilferage committed by any of his/their employees. The employee will be liable to punishment under the rules.
- ➤ In case of breach of the contract by the firm, security will be forfeited partly or fully as decided by the competent authority of the SMIU.
- Any condition/clause of the contract can be included / amended if required in the interest of the SMIU with the mutual understanding of the both parties.
- Contractor shall have its own equipment and tools required for cleanliness, technical services etc. Equipment must be approved by the Authorized Officer of SMIU, before commencement of contract.
- > The contractor should not violate himself or allow their janitors to violate the Government rules.
- ➤ Contractor shall be responsible for personal hygiene of the Staff.

CONFIDENTIALITY

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

RESPONSIBILITIES OF THE COMPANY

- o The company is responsible for ensuring that all its employees performing the services are physically and mentally fit, have no communicable disease and are in good health in all respects to perform the duties. Formal evidence of this may be sought by SMIU on a case- by-case basis.
- The Company is an independent contractor and accordingly is fully responsible for any accident or injury to its personnel or caused by its personnel and agrees that neither the SMIU nor any of its personnel shall be held liable for either of the above in any manner.
- The personnel of the company shall not in any manner indulge in any unionism nor have any linked activity with SMIU employees.
- The company is responsible for recruitment, discipline and all other service matters of its employees.
 They shall not in any case communicate with the SMIU management regarding their service matters that is the sole responsibility of the company.
- The SMIU may refuse to accept services from any of the employees of the company, whose work has been found unsatisfactory or not in accordance with the requirements of this document.

RESTRICTION OF ASSIGNMENT / TAKE OVER

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

BIDDER PROFILE / DETAILS

(Add separate sheets, if required)

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

GENERAL COMPLIANCE CERTIFICATE

The bid is accompanying with all the requisite documents mentioned in bidding document and bid evaluation criteria.

The following be signed and attached with the bid as a general compliance to tender document requirements, if agreed upon:

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS

(On PKR 100/- Stamp Paper)

[Location, Date]
To: [Name and address of Employer]
Re:
Dear Sir,
I/we carefully gone through the Terms & Conditions as mentioned in the above referred SMIU Tender document. I/we declare that all the provisions of this Tender are acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.
Yours faithfully,
Authorized Signature [In full and initials]: Name and Title of Authorized Signatory: Name of Bidder:

Stamp / Seal:

DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN

(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name	e and address of I	Employer]			
Re:					
Dear Sir,					
1) I/v attached):	ve hereby declare	that, our firm	's Annual Turnover	is as follow (A	Audit Reports
F.Y	2019-20	F. Y	. 2020 – 21	F. Y.	2021 – 22
PKR	(Million)	PKR	(Million)	PKR	(Million)
-	l by copy ITR/STI		had filed Income T) years.	ax Returns foi	r last 3 years
	Seal :		_		

VALID LIST OF CLIENT'S DETAIL

(On Bidder / Company / firm's Letterhead)

[Location, Date]

	To: [Name and address of Employer]					
	Re:					
	Dear Sir,					
				where our firm had pro eements / contracts / v		
Sr. No.	Client Name / End User	Nature of Client (Govt. / Semi Govt. / Private Sector)	Scope of Work / Specifications	Name & Location of Project	Year	Total contract value (PKR)
	Yours faithfully,					
		re [In full and init f Authorized Signa				
	Stamp / Seal : Encls: As above.					

DECLARATION FOR COMPLETION OF SIMILAR CONTRACTS WITH

PUBLIC SECTOR UNIVERSITY / GOVERNMENT/ SEMI GOVERNMENT ORGANIZATION

(On Bidder / Company / firm's Letterhead)

[Location, Date]

To: [Name and address of Employer]

Re:

Dear Sir,

I/we hereby declare that, our firm M/s ______ was completed similar contract during the last five (05) years with following public sector universities / Government / Semi Government organizations (copy of agreements / contracts / work orders are attached for your reference):

Sr. No.	Client Name / End User	Nature of Client (Public & Private Sector University / Govt. / Semi Govt. organizatio n)	Scope of Work / Specifications	Name & Location of Project	Year	Total contract value (PKR)

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

Stamp / Seal : Encls: As above.

Yours faithfully,

FORMAT OF BANK GUARANTEE FOR BID SECURITY

	Bank Guarantee No.:
	Dated of issue:
	Valid upto:
	Value (Rs.):
To: [Name & Address of the Procuring Agency]	
Dear Sir,	
Guarantee in your favor in the sum of IAmount of t	(hereinafter called the Bidder) have requested us Ltd., to furnish Bid Security by way of Bank the Guarantee in Words and Figures against yourdatedfor Hiring of Janitorial,
WE HEREBY AGREE AND UNDERTAKE:	
Bidder in case of withdrawal or modification of bid	demand without further question or reference to the d or any default or non-execution of the Contract or opening of bids until the expiry of the validity of their
ii. To keep this guarantee in full force from (dat he date until which the Bidder offer is valid.	te)up to (date)
iii. To extend the period of guarantee if such extend as so desired by the Bidder.	ension be necessary beyond the date stated in Para (ii)
Any claim arising out of this guarantee must be lodg valid and before the date of its expiry. After this date the be returned to us.	ged with this Bank within the period the guarantee is e guarantee will be considered null and void and should
	Yours faithfully,
	Name of the Bank:
Authorizedofficer'	s Signature & Seal:
Witness 1:	
Witness 2:	
Sworn & Sign before me	This day of

FORMAT OF BANK GUARANTEE FOR PERFORMANCE BOND

	Bank Guarantee No.: Dated of issue: Valid upto: Value (Rs.):		
To: [Name & Address of the Procuring Agency]			
Whereas [Name of Bidder] (hereinafter called "to No. [number] dated [date] to supply [description]	the Bidder") has undertaken, in pursuance of Contract of services (hereinafter called "the Contract").		
	ntract that the Bidder shall furnish to the SMI University, bank for the sum of 2% of the total Contract amount as ance obligations in accordance with the Contract.		
And whereas we have agreed to provide a Guarant	tee: for the said Bidder		
Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Bidder, up to a total of			

UNDERTAKING / CERTIFICATE

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

If provided information with the bid document found false, or any criminal proceedings found in any court of law, the services of the hired bidder will be immediately terminated without assigning any reason and making any refund / payment. Further, the performance security given by the firm will also be confiscated and the firm will be declared black listed.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

ATTESTED BY NOTARY PUBLIC

NON-BLACK-LISTING CERTIFICATE

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

CERTIFIED THAT M/S. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
BEEN BLACK-LISTED BY ANY PUBLIC OR PRIVATE SECTOR						
GOVERNMENT / SEMI GOVERNMENT / AUTONOMOUS BODY ORANY						
OTHER ORGANIZATION IN PAKISTAN						
Authorized Signature [In full and initials]:						
Name and Title of Authorized Signatory:						
Name of Bidder:						
Stamp / Seal:						

ATTESTED BY NOTARY PUBLIC

AFFIDAVIT INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

M/s	, the service provider hereby
declar	red that:
(a)	Its intention not to obtain the procurement / services / work of any contract, right, interest,
	privilege, or other obligation or benefit from the SMIU or any administrative or financial offices
	thereof or any other department under the control of the SMIU through any corrupt practice(s).

- (b) Without limiting the generality of the forgoing the bidder / company / firm / agency represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the SMIU directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the SMIU, except that which has been expressly declared pursuant hereto.
- (c) The bidder / company / firm / agency / accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract / order obtained aforesaid shall without prejudice to any other right & remedies available to the SMIU under any law, contact, or other instrument, be stand void at the discretion of the SMIU.
- (d) Notwithstanding any right and remedies exercised by the SMIU in this regard, bidder / company / firm / agency agrees to indemnify the SMIU for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the SMIU in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the bidder / company / firm / supplier / agency / service provider as aforesaid for the purpose of obtaining or inducing procurement / work / service or other obligation or benefit in whatsoever from the SMIU.

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal:

Note: This integrity pact is mandatory requirement other than auxiliary services / works.

FORM OF CONTRACT

Specimen Purpose only)

THIS AGREEMENT made on this	day of	2021 between M/s.		
Address of the Contractor) (hereinafter referrexpression shall, unless it be repugnant to the contractor) to mean and include its successors and assig UNIVERSITY, KARACHI (hereinafter referreshall, unless it be repugnant to the context or and include its successors and assigns) of the	ed to as the CON context or meanin ns) of the ONE ed to as the SMI meaning thereof,	g thereof, be deemed PART and the SMI U, which expression		
WHEREAS the Contractor is a service provider. AND WHEREAS the SMIU is procuring agency janitorial services, therefore, inviteddated	. The SMIU intended through	ends to hire firm for ough N.I.T No.		
WHEREAS the Contractor (successful bidder) submitted his bid vide in accordance with the bid document and was selected as "successful bidder" pursuant to the bidding process and negotiation on contract prices, awarded the "Letter of Acceptance" (LoA) No. to the Contractor on BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in: (Conditions of Contract) of Tender Document.				
(Signature of Contractor / Authorized Representative)	(Signatu	re of Authorized Officer of the SMIU)		
Name:	Name:			
Designation:	Designat	tion:		
Address:Seal:	Address: Seal:	:		
WITNESS – 1	Scar.	<u>WITNESS – 2</u>		
Name:	Name:			
CNIC #:	CNIC #	<u> </u>		
Addrace.	Δddrae	2.		