

SINDH MADRESSATUL ISLAM (SMI)
UNIVERSITY



**TENDER DOCUMENT FOR PROVIDING
MANPOWER FOR CITY CAMPUS
2023-24**

TENDER 2023-24/18

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/2023-24-18

TENDER NOTICE

Sindh Madressatul Islam University (SMIU) invites sealed bids for Manpower 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	PROVIDING MANPOWER SERVICES FOR SMIU KARACHI	2% of bid price	Rs. 2000/-

ELIGIBILITY: 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 **Wednesday 21st February 2024 to Thursday 14th March 2024** and can be download from SPPRA website: www.pprasindh.gov.pk and SMI- University website: www.smiu.edu.pk
- The filled sealed tender documents will be received back on **Friday 15th March 2024 by 11:00 a.m.at the Directorate of Works and Services, first floor Sardar House** and Technical Proposal will be opened on same day at **11:30 a.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.
- Bid Validity Period is 90 days.
- 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**.
- 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.
- 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.
- 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)**.
- 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*

PROVIDING MANPOWER FOR CITY CAMPUS

INSTRUCTIONS TO THE BIDDERS

1. GENERAL

1.1 Introduction

SMI University, Karachi hereafter referred to as “SMIU” desires to hire the Professional Manpower for City Campus.

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 **Services contract of 12 months extendable up to a maximum of 12 more Months** upon satisfactory performance & mutual consent with same terms and conditions.

1.2.2 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.

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

1.3 Source of Funds

1.3.1 SMI University (SMIU), Karachi has allocated funds towards the cost of “Manpower for City Campus” from its own resources.

2. ELIGIBLE BIDDERS

The bids which meet the following **Mandatory Criteria (as mentioned in section 16: Technical Evaluation 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 Affidavit on stamp paper, declaring that the company is not black listed by any Govt. agency / authority (Original required)
- 2.2 Minimum 05 years’ experience of providing manpower services in Karachi. Documentary proof (copies of contract or work order or contact details of clients) should be furnished.
- 2.3 SST, SRB and Income Tax registration (Copy required)
- 2.4 Regular tax payer (copy of tax return of last year required)
- 2.5 Currently working with at least 5 major institutional clients whose setup / offices should be in Karachi. Documentary proof (copies of contract or work order or contact details of clients) should be furnished.
- 2.6 Three satisfactory performance certificates minimum. (Copies required from three different Educational Institutes required)

- 2.7 EOBI, SRB and SESSI Registration Certificate (Paid Challan must be enclosed)
- 2.8 Minimum 50 working field staff for such services (details on company letter head/company profile required).
- 2.9 Company must be ISO 9001 certified.
- 2.10 Bidder / Company Profile / Details as per **Annexure – A**
- 2.11 Bidder should have submitted /filed Income Tax return/Sales Tax Return for last three years i.e. FY 2020-21, FY 2021-22 and FY 2022-23 **Annexure – D**
- 2.12 Companies fulfilling the mandatory criteria will be evaluated technically and the companies obtaining minimum 80% marks in technical evaluation will be considered eligible.
- 2.13 **Companies submitting rates lower than the minimum wage declared by government of Sindh will be rejected.**

3. COST OF BIDDING

- 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. CLARIFICATIONS OF BIDDING DOCUMENTS

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

5. AMENDMENT OF TENDER DOCUMENT

- 5.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by 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.
- 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. VALIDITY OF BIDS

- 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.
- 11.9 **Companies submitting rates lower than the minimum wage declared by government of Sindh will be rejected.**

12. **SUBMISSION OF BIDS**

- 12.1 Bids should be submitted in accordance with SPPRA Rules 46 (2) Single Stage – Two Envelope Procedure.
- (a) Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - (b) Envelopes shall be marked as “FINANCIAL PROPOSAL” and TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
 - (d) Envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
 - (e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - (f) No amendments in the technical proposal shall be permitted during the technical evaluation;
 - (g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
 - (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.
- 12.5 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

- 13.1 The bids shall be submitted to Directorate of Works and Services SMI University, Karachi, **up to Friday 15th March 2024 by 11:00 a.m**

14. OPENING OF BID

- 14.1 Procurement Committee will publically open the Sealed Technical Bids first **on Friday 15th March 2024 by 11:30 a.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 Sealed Financial Bid opening process.
- 14.3 The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.
- 14.4 The 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 of technically qualified bidders. 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.
- 15.5 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.
- 15.6 **Companies submitting rates lower than the minimum wage declared by government of Sindh will be rejected.**

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 Following are **mandatory requirements** for all bidders to fulfil:
 - 16.2.1 Minimum 5 years of relevant experience (documentary evidence required)
 - 16.2.2 Registration with SRB (Documentary evidence of returns paid last year)
 - 16.2.3 Registration with SESSI (Documentary evidence of challan paid last year)
 - 16.2.4 Registration with EOBI (Documentary evidence of challan paid last year)
 - 16.2.5 Registration with ISO 9001 (documentary evidence required)
 - 16.2.6 Professional Tax Certificate (Documentary Evidence required)
 - 16.2.7 Turnover of atleast 100 million in last three years (Documentary Evidence required)
 - 16.2.8 Audited Reports of last 3 three financial years
 - 16.2.9 Filed Tax Returns of last 3 financial returns
 - 16.2.10 Affidavit of No Black List Certificate
- 16.3 The bidders fulfilling the above mentioned mandatory requirements will be evaluated on following technical parameters in their technical proposals and companies obtaining minimum **80% marks will be declared technically qualified.**

S#	Evaluation Parameters/Sub-parameters	Maximum Points	Bidder Response	Point Score
1.	Years of Establishment	Max. 10		
1.1	0 - 4 Years	00		
1.2	05 – 10 Years	08		
1.3	More Than 10 years	10		
2.	Current Contracts of Manpower currently Active with Government / Private Organizations (documentary Evidence must be attached eg. Work Order)	Max. 20		
2.1	0 - 9 Contracts	02		
2.2	10 – 14 Contracts	10		
2.3	15 or more contracts	20		
3.	Number of Regular Employees in the Company (Employees Salary Sheet must be attached)	Max. 20		
3.1	Less than 10	3		
3.2	10 - 25	7		
3.3	More Than 25	20		
4.	Number of Employees deputed at site (Documentary Evidence must be enclosed)	Max. 20		
4.1	Less than 40	3		
4.2	41 - 90	7		
4.3	More than 90	10		
5.	Registration With PEC (Copy of PEC Certificate must be attached)	Max. 10		
5.1	Yes	10		
5.2	No	0		
6.	Cumulative Turnover in any of last 03 years (Documentary evidence must be attached)	Max. 20		
6.1	Less than 100 Million	0		
6.2	100 – 125 Million	5		
6.3	126 – 150 Million	10		
6.4	More than 150 Million	20		

16.4 Only those group's Financial offer will be announced / considered which will obtain minimum 80% marks in Technical Evaluation. 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.

16.5 Bidders achieving minimum **80% 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 bidding document.

19. AWARD CRITERIA

19.1 Procuring agency will award the contract to the successful Bidder whose bid fulfils all mandatory requirements and has obtained atleast 80% marks inn technical evaluation and has been determined to be the financially lowest evaluated bid. The Selected bidder will have to furnish a **performance security @ 5% of total bid** / **Contract price** valid for the period of the contract and it will be returned to the bidder after successful completion of contract period.

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 pre-approved rates as per bid. Vendor shall be bound to comply the orders.

21. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES

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

22.1 All bidders shall quote their **full and final rates** including all the taxes, duties, levies etc. on the format given at **Annexure** – 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

23.1 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. CONTRACT AGREEMENT

- 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.
- 24.4 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

27.1 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 working, hygienic conditions and general cleanliness during office hours, bids are invited from reputable and well equipped service providers for required 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. IT Staff shall perform any and all duties assigned to them by Directorate of IT services.
- x. Drivers shall perform any and all duties assigned to them by Transport section.
- xi. All the workers must be willing to work in shifts (8 hours/ day) and on holidays (in case of working on holiday an alternate day off will be provided)
- xii. All staff must wear clean and tidy uniforms along with company I.D card.
- xiii. Janitorial staff shall also clean flooring area, carpet area, furniture, curtains, blinds and fixtures, doors, windows and grills etc.
- xiv. Clean and polish plumbing piping, toilet seat hinges and other metal work Clean and polish mirrors, clean enameled surface and shelving.
- xv. Thoroughly clean and wash with disinfectant soap sinks, basins, urinals and toilet bowls; remove stains and make certain to clean under sides of rims.
- xvi. 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 40 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 the quantity of services without any change in unit price or other terms and conditions at any time during the contract period.

QUALITY 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	PROVIDING MANPOWER FOR CITY CAMPUS	12 Months	SMI University, Karachi

BOO

TENDER FOR PROVIDING MANPOWER FOR CITY CAMPUS

S. No.	Skill / Personnel	Quantity	Rate / Month	Amount / year
1	IT lab Staff	5 No.		
2	Library Staff	2 No.		
3	Drivers (HTV/LTV)	3 No.		
4	Naib Qasids	20 No.		
5	Sweepers	6 No.		
6	Electricians	3 No.		
7	Plumber	2 No.		
8	Lift Operator	1 No.		
9	Security Guard	8 No,		
10	Mali	3 No.		
11	Security Supervisor	1 No.		
TOTAL		54 No.		

Total Amount / Year for all Staff: _____
(Including all applicable taxes)

Note:

- 1. Duty will be 8 hours / day.**
- 2. Duty will be in shifts (morning / afternoon / night)**
- 3. Duty will be 6 days / week.**
- 4. Staff may be called to work on Sunday, in this case alternate day off will be given.**

Eligibility criteria

Name of Post	Eligibility criteria
IT lab Staff	Intermediate with Science at least 2 nd Division and 03 yrs. experience in relevant field.
Library Staff	
Drivers (HTV/LTV)	Literate and valid HTV/LTV driving license holder and well versed in traffic rules having minimum 05 years' experience of driving car/van etc. including 02 years' experience of driving Coaster and Heavy Vehicles
Naib Qasids	Literate with the experience in relevant field
Sweepers / Mali / Lift Operator / Security Guard/ Plumber / Electrician	Literate with the experience in relevant field
Security Supervisor	Must be a retired Army Personnel with sound knowledge and understanding of security overseeing.

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

- Company will be responsible to pay the salaries of the staff before 10th of each month.
- 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 and address of Employer]

Re:

Dear Sir,

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

F.Y	F. Y.	F. Y.
PKR_____ (Million)	PKR_____ (Million)	PKR_____ (Million)

And,

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

Encl : As above

VALID LIST OF CLIENT'S DETAIL**(On Bidder / Company / firm's Letterhead)**

[Location, Date]

To: [Name and address of Employer]

Re:

Dear Sir,

I/we hereby mention following list of valid Clients details where our firm had provided services **during the last ten (10) years**, supported by copy of agreements / contracts / work orders for your reference:

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,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

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. organization)	Scope of Work / Specifications	Name & Location of Project	Year	Total contract value (PKR)

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Authorized Signatory:

Name of Bidder:

Stamp / Seal :

Date:

Stamp / Seal :

Encls: As above.

FORMAT OF BANK GUARANTEE FOR BID SECURITY

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

To: [Name & Address of the Procuring Agency]

Dear Sir,

WHEREAS M/s. _____ (hereinafter called the Bidder) have requested us through _____ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favor in the sum of **[Amount of the Guarantee in Words and Figures]** against your tender Notice No. _____ dated _____ for **Hiring of Janitorial, Security and Technical Services.**

WE HEREBY AGREE AND UNDERTAKE:

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

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

Yours faithfully,

Name of the Bank: _____

Authorized officer's Signature & Seal: _____

Witness 1: _____

Witness 2: _____

Sworn & Sign before me

This day of

FORMAT OF BANK GUARANTEE FOR PERFORMANCE BOND

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

To: [Name & Address of the Procuring Agency]

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

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

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

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

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

Yours faithfully,

Name of the Bank: _____

Authorized officer's Signature & Seal: _____

Witness 1: _____

Witness 2: _____

Sworn & Sign before me

This day of

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. HAS NOT BEEN BLACK-LISTED BY ANY PUBLIC OR PRIVATE SECTOR GOVERNMENT / SEMI GOVERNMENT / AUTONOMOUS BODY OR ANY 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 declared 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, contract, 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.

