

TENDER NO. UET/EO/01/2024-25

TENDER DOCUMENT

HIRING OF SECURITY GUARD SERVICES



LAST DATE FOR SUBMISSION OF
BIDS:-
TENDER OPENING DATE:

27-05-2024 AT 10.00 AM

27-05-2024 AT 10.30 AM

**UNIVERSITY OF ENGINEERING &
TECHNOLOGY, LAHORE**

G.T Road, Baghbanpura Lahore

ESTATE OFFICE Ph. No. 042-99029474

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Important Note:-

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. The Bidders for preliminary and detailed examination hereinafter should submit the valid documentary evidences as indicated.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules 2014, as amended from time to time and instructions of the Government of the Punjab.

INVITATION TO BID

1.1 Punjab Procurement Rules to be followed:

- 1.1.1** Punjab Procurement Rules 2014 (amended till date) shall be followed strictly. These may be obtained from PPRA's website.
- 1.1.2** In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014 (amended till date).

1.2 Mode of Advertisement (s)

- 1.2.1** As per Rule 12 (1), this Bid is placed online on websites of PPRA and UET Lhr and will publish in national newspapers.

1.3 Type of Open Competitive Bidding

- 1.3.1** As per Rule 38 (2) (a) of Punjab Procurement Rules 2014, Single Stage – Two Envelope Bidding Procedure shall be followed.
Clause 38 (2) (a) of Punjab Procurement Rules 2014 (amended till date) stipulates that “Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds”.

INSTRUCTIONS TO BIDDERS (ITB)

1.4 Bidding Details:-

- 1.4.1** Bidding documents can be obtained from Estate Office, UET Lahore, Main Campus after payment of Rs.5000/- in shape of pay order/bank draft etc. or to be deposited in HBL Main Account (Non-refundable).
- 1.4.2** Interested bidders must collect a stamped copy of this bid document from UET Lahore Estate Office. Representative of respective bidders should come along with authority letter and copy of their CNIC for the collection of the bid document.
- 1.4.3** Bidders are required to submit the stamped copy of Bid Document along with their technical proposals. In case, this requirement is not met, UET will exclude bidder's proposal from technical evaluation process.
- 1.4.4** The bid shall be a single package **naming the Tender** and consisting of two separate inner envelopes, containing separately the financial and the technical proposals. Firm's profile should include detail of offices, contact numbers and list of clients along with address & their contact numbers.
- 1.4.5** The complete bids as required under this Bid document must be delivered in Estate Office UET Main Campus not later than **10:00 am** on the last date of submission of bids i.e. **27-05-2024**. Late bids shall not be accepted.
- 1.4.6** Technical bids shall be publicly opened in the UET Conference Hall adjacent to Vice Chancellor's Office, at **10.30 am** on the same day. In case the last date of bid submission falls in / within the official holidays, the last date for submission of the bids shall be the next working day. Technical Bids will be opened by the UET Central Procurement Cell (CPC) in the presence of participating bidders or their representatives who wish to attend.
- 1.4.7** The bid should be valid for a period of 180 days from the date of opening. UET will not be responsible for any delay in submission of bids.

- 1.4.8** In the presence of the participants or their representatives, only initial screening would be conducted.
- 1.4.9** Evaluation and scrutiny of submitted documents and bid regarding technical criteria would be done by UET later.
- 1.4.10** In the first instance, the “**Technical Proposal**” shall be opened and the envelope marked, as “**Financial Proposal**” shall be retained unopened in the custody of the Procuring Agency.
- 1.4.11** The Procuring Agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal, which does not conform to the specified requirements.
- 1.4.12** During the technical evaluation, no amendments in the technical proposal shall be permitted.
- 1.4.13** Bid Security: **2% bid security, Rs. 11,40,000 (Eleven Lac Forty Thousand Rupees)** must be deposited along with the Technical Proposal of the Bid document in shape of PAYORDER / DEMAND DRAFT only in the name of **Treasurer UET Lahore** against the estimated price mentioned in this bid document.
- 1.4.14** After the evaluation and approval of the technical proposals, the Procuring Agency shall open the financial proposal of the technically qualified bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the validity period.
- 1.4.15** The financial bids found technically non-responsive shall be returned unopened to the respective bidders on a formal request.
- 1.4.16** The technical qualified bidder with the lowest quoted rate shall be awarded the contract.
- 1.4.17** In case of equal financial bids submitted by different vendors at the time of financial opening, bid of the vendor who has more experience shall be given preference and will be selected. Experience will be calculated from the date of incorporation supported by certificate of incorporation issued by the relevant authorities. In case firms/companies/vendors are incorporated on same day, firm with highest financial soundness in the previous/last financial year will be preferred and selected.
- 1.4.18** The rates quoted by the bidder should be in Pak rupee and shall be inclusive of all admissible taxes, levies imposed by the Government and on company letter head. Once tender will be opened, bidders cannot change or modify their quoted amount.
- 1.4.19** Proposal shall contain no interlineations or overwriting and should be submitted according to requirement. Any alteration & modification in tender documents will not be entertained.
- 1.4.20** Evaluation of the firms shall be based only on the information provided in the Proposals.
- 1.4.21** The bidders shall bear all costs associated with the bid preparation & submission. UET in no case will be responsible for any costs incurred regardless of the conduct or outcome of the bidding process.
- 1.4.22** UET will send contract agreement to successful bidder for incorporating all terms

of agreement between the parties for acceptance. Qualifying/selected contractor/ bidder will be required to sign a written agreement with UET to execute the required services.

- 1.4.23** Bidders are advised to submit their bids after having understanding of the Procuring Agency requirements and need to have better understanding for quoting the price.
- 1.4.24** Queries of the Bidders (if any) for seeking clarifications regarding the specifications or any other ambiguities must be received in writing to the Procuring Agency prior to the opening of the bids. All queries shall be responded to within due time.
- 1.4.25** The bidder shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this Bid document clauses regarding “**Determination of Responsiveness of Bid**” and “**Rejection of the Bid**” for making their bids substantially responsive to the requirements of the Bidding Document.
- 1.4.26** It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and the Procuring Agency will entertain no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder except under force majeure as described in this document.
- 1.4.27** The Bidder shall be deemed to have satisfied itself fully before Bid submission as to the correctness and sufficiency of its Bids for the contract and price / cost quoted in the Bid to cover all obligations under this Bid Process.
- 1.4.28** It must be clearly understood that the Terms / Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Procuring Agency will be permitted throughout the period of completion of the contract.
- 1.4.29** The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Name: **Mr. Javaid Manzoor**
Designation: Dy. Registrar (Estate)
Contact No: 0334-4138283

Secondary Contact

Name: **Muhammad Asif**
Designation: Resident Officer
Contact No: **042- 990290474**
Email: **ro@uet.edu.pk**

- 1.4.30** Bidders should note that during the period from the receipt of the bid and until further notice, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.
- 1.4.31** Bidders are also required to state, in their proposals, the name, title, contact number (s) (Landline, mobile), fax number and e-mail address of the bidder’s authorized

representative through whom all communications shall be directed until the process has been completed or terminated.

- 1.4.32** The Procuring Agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 1.4.33** Failure to supply required services within the specified time will invoke penalty as specified in this document.
- 1.4.34** The firm must abide by the prevailing labour and Security laws including but not limited to Minimum wages, Insurance, Social Security and EOBI. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract, forfeiture of Security money and remaining invoices amounts may be distributed to Security Staff of the firm.
- 1.4.35** For preparation of bid security & performance guarantee **Free Tax Number** of UET is **FTN # 9020619**

TERMS AND CONDITIONS OF BID

1.5 Definitions

In this document, unless there is anything repugnant in the subject or context:

- 1.5.1** "Authorized Representative," means any representative appointed, from time to time, by the Procuring agency and the Bidder/ Contractor.
- 1.5.2** "Bidder" means the interested Firm/ Company that may provide services to any of the public / private sector organization under the contract and has registered for the relevant business thereof.
- 1.5.3** "Commencement Date of the Contract" means the date of issuance of Letter of Acceptance to the Contractor from the Procuring agency.
- 1.5.4** "Contract" means the agreement entered into between the Procuring agency and the Contractor, as recorded in the Contract form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 1.5.5** "Contractor/ Vendor" means the Bidder whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- 1.5.6** "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.5.7** "Framework Contract" means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of goods, services or works over a specific period against an agreed sum or rate per item or lump sum.
- 1.5.8** "Day" means calendar day.
- 1.5.9** "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or

other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

1.5.10 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

1.5.11 "Prescribed" means prescribed in the Bid Document.

1.5.12 "Procuring agency" means the University Of Engineering & Technology (UET) Lahore or any other person for the time being or from time to time duly appointed in writing by the Procuring agency to act as Procuring agency for the purposes of the Contract.

1.5.13 "Successful means the Bidder whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.

1.5.14 "Works" means work to be done by the Contractor under the Contract.

1.5.15 "Written" means written in form of email or hard copy.

1.6 Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Procuring agency, the same shall be:

1.6.1 In writing;

1.6.2 Issued within reasonable time;

1.6.3 Served by sending the same by email/ courier to their principal office in Pakistan or such other address as they shall notify for the purpose; and

1.6.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

1.7 Tender Scope

UET, (hereinafter referred to as "the Procuring agency") invites / requests Proposals (hereinafter referred to as "the Proposals") for **HIRING OF SECURITY COMPANIES FOR PROVISION OF SECURITY GUARDS/SUPERVISORS FOR MAIN CAMPUS OF UNIVERSITY OF ENGINEERING & TECHNOLOGY, LAHORE & OTHER CAMPUSES/CONSTITUENTS COLLEGES & SURVEY CAMPABBOTTABAD.**

University of Engineering & Technology, Lahore intends to hire services from a well reputed and well equipped Security Company for provision of ex-armed personnel's & Trained Security Guards with ratio 40% Ex-servicemen (guards satisfactorily retired from armed forces/ Civil armed Forces) and 60% trained Civil security guard for UET Main Campus & other Constituent Colleges/Campuses for a period of one year renewable on yearly basis subject to satisfactory performance for another two years. The renewal shall be on yearly basis with increase in existing rate upto 10% annually. The total period of contract

will be three years inclusive first year & another period of two years, if renewed.

Campus /Location	Particulars	Number
Lahore Campus	Security Supervisors/Inspector	02
	Security Guards	52
New Campus (Kala Shah Kaku)	Security Supervisors/Inspector	01
	Security Guards	15
Faisalabad Campus	Security Supervisors/Inspector	01
	Security Guards	15
Narowal Campus	Security Supervisors/Inspector	01
	Security Guards	15
RCET, Gujranwala	Security Guards	06
Survey Camp Abbottabad	Security Guards	02

Note: The above number of security guards strength is for three shifts. Besides above mentioned premises, security guards may be deployed in more numbers as per requirement or may decrease. The Security Companies shall provide security cover on shift basis on all weekdays.

Minimum 15 security guards duly verified from state security agencies and well trained with SOP/Protocols to provide security to foreign delegations should be readily available with security the firm for deployment as and when required.

The successful bidder will be required to provide Services of Security Guards as per following specifications:

S. No.	Description
1	Armed Security Guards - Ex-servicemen (Per Shift*)
2	Armed Security Guards - Trained Civilian men (Per Shift*)

* *The deployment shall have to be for a shift of 08 hours and the bidders are required to quote the rate on shift basis.*

** *The firm must abide by the prevailing labour and Security laws including but not limited to Minimum wages, Insurance, Social Security and EOBI. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract, forfeiture of Security money and remaining invoices amounts may be distributed to Security Staff of the firm*

Note:

Successful bidder will provide 24 hours /7 uninterrupted security services as per requirement.

1.8 Bid Eligibility / Qualification Criteria / Evaluation Criteria

Initial Screening:

The following documents / certificates are the pre-requisite and shall be used for initial screening. The bidder shall go in the next stage if it fulfills all the requirements of initial screening, which are as under: Has submitted its complete profile:

- 1.8.1 Is an active tax payer of National Tax (NTN) and General Sales Tax (GST) / Punjab Sales Tax (PST)/PRA (if applicable);
- 1.8.2 Has submitted the bid security against the Hiring of Security Guards services of the estimated price in form of a Pay Order / CDR / Demand Draft in favor of Treasurer University Of Engineering & Technology Lahore as per bid security clause of Punjab Procurement Rules 2014 (amended till date), which states that a Procuring Agency may require the bidders to furnish a bid security not exceeding five *per cent* of the estimated price of procurement;
- 1.8.3 Has provided NOC from Federal/Punjab Government or valid license issued by Home Department for providing security services.
- 1.8.4 Has not been blacklisted by any of the Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- 1.8.5 Has relevant experience of at least one (1) year for providing security Guards services in Government/Public/Private Sector. (Work order attached)
- 1.8.6 Has operational office in Lahore.
- 1.8.7 Has provided certificate of incorporation/registration.
- 1.8.8 Has purchased Bidding Document from the UET Estate office, by depositing payment of Rs. 5000/- (nonrefundable).
- 1.8.9 Has provided Affidavit, to the effect, that all the documents, statements and information provided with the proposal is complete, true and correct in all aspects;

Note: Verifiable documentary proof for all above requirements is mandatory. Non -compliance with any term or condition mentioned in the relevant Tender Notice or Tender Document shall also lead to disqualification.

1.9 Technical Evaluation

- 1.9.1 Year in Business in security services (General experience of security services provider) from the date of incorporation. (Copies of work orders).
- 1.9.2 Experience to provide security services in Government/Semi Government/Autonomous organizations (Copies of work orders).
- 1.9.3 Financial/Bank statements.
- 1.9.4 Licensed weapons available with security Agency. (List to be provided of those weapons as per **Annexure-G**)
- 1.9.5 Number of Security Guards available with security agency.
- 1.9.6 The Service Provider shall have to provide Under Taking of Minimum Wage as per **Annexure-H**.

Note: Scoring sheet as per Evaluation criterion is at **Annexure-E**. Only those bidders would be called for financial evaluation that scores at least 70 marks in the evaluation criteria.

1.10 Financial Evaluation

- 1.10.1** Financial Evaluation of only those bidders would be conducted who would qualify the Technical Evaluation Criteria scoring at least 70 marks
- 1.10.2** Financial evaluation would be conducted as per the bid price schedule given at Annexure – F
- 1.10.3** Bidder with the lowest quoted rate would be awarded the contract

1.11 Cost Related to Tender Preparation and Submission

The Bidder shall bear all costs/ expenses associated with the preparation and submission of the Bid (s) and the Procuring agency shall in no case be responsible / liable for those costs / expenses.

1.12 Examination of the Bid Document

The Bidder is expected to examine the Bid Document, including all instructions and terms and conditions.

1.13 Clarification of the Bid Document

- 1.13.1** The Bidder may require/seek further information or clarification of the Bid Document.

1.14 Amendment of the Bid Document

- 1.14.1** The Procuring agency may, at any time prior to the deadline for submission of the Bid, at its own initiative or in response to a clarification requested by the Bidder (s), amend the Bid Document, on any account, for any reason. All amendment (s) shall be part of the Bid Document and binding on the Bidder (s).
- 1.14.2** The Procuring agency shall notify the amendment(s) in writing to the prospective Bidders as per Punjab Procurement Rules, 2014 (amended till date).
- 1.14.3** The Procuring agency may, at its exclusive discretion, amend the Bid Document to extend the deadline for the submission of the Bid as per Rule-29 of Punjab Procurement Rules, 2014.

1.15 Preparation / Submission of Bid

1.15.1 The Bid and all documents relating to the Bid, exchanged between the Bidder and the Procuring agency, shall be in English.

1.15.2 The bid shall be filled in / accompanied by the prescribed Forms, Annexes, Schedules, shall be typed, completely filled in, stamped and signed by the Bidder or his authorized representative. The original stamped / signed Bid documents shall be submitted with Technical Proposal.

1.15.3 Technical Proposal shall comprise the following:

1.15.3.1.1 Bid Security;

1.15.3.1.2 Undertaking (all terms & conditions and qualifications listed anywhere in this Bid document have been satisfactorily vetted) (**Annexure- B**);

1.15.3.1.3 Affidavit (Integrity Pact) (**Annexure- C**)

1.15.3.1.4 Covering letter duly signed and stamped by authorized representative. (**Annexure-D**).

1.15.3.1.5 Duly signed and stamped copy of this tender document to ensure that the participating firm/ vendor/ contractor has read the tender document and tender notice and fully agrees with all the terms and conditions mentioned therein (Only the copy of the signed and stamped tender document issued by UET to a representative of the participating bidder shall be accepted. The copy uploaded on UET/PPRA website is just for information purposes and will not be accepted.

1.15.3.1.6 Copy of tender document purchase slip.

1.15.3.1.7 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (As per **Annexure-B**).

1.15.3.1.8 Any other verifiable documentary proof required as per the evaluation criteria at **Annex-E**.

1.15.4 Financial Proposals shall comprise the following

1.15.4.1.1 Bid Submission Form (Annexure-A)

1.15.4.1.2 Price Schedule (Annexure-F)

1.15.5 The Firm shall seal the Technical Proposal in an envelope duly marked as under:

Technical Proposal for

Bid No. [Number of Bid & Title]

[Name of the Procuring agency]

[Address of the Procuring agency]

[Name of the Firm]
[Address of the Firm]
[Phone No. of the
Firm]

1.15.6 The Firm shall seal the Financial Proposal in an envelope duly marked as under: Financial Proposal for

Bid No. [Number of Bid & Title]
[Name of the Procuring agency]
[Address of the Procuring agency]

[Name of the Firm]
[Address of the Firm]
[Phone No. of the
Firm]

1.15.7 The Bid shall be submitted in Estate Office not later than 10:00 am on the last date of submission of bids. No late bid shall be accepted.

1.15.8 This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by the Bidder.

1.16 Bid Price

The quoted price shall be:

- 1.16.1** Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 1.16.2** In Pak Rupees;
- 1.16.3** Inclusive of all taxes, duties, levies. (Whichever is applicable);
- 1.16.4** If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the above requirements.
- 1.16.5** Technical proposal should not contain any mention of rate. Rate Schedule shall only be submitted with the sealed financial Proposal (**Annexure-F**).
- 1.16.6** Any change in Government duties or taxes shall be borne by the successful bidder
- 1.16.7** The Bid shall be checked for any arithmetic errors which shall be rectified, as follows:
- 1.16.8** If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the Bid Form, the amount, which tallies with the Total Bid Price entered in the Price Schedule, shall govern.
 - 1.16.8.1.1** If there is a discrepancy between the price rate and the total rate entered in the price Schedule, resulting from incorrect multiplication of the price rate by the quantity, the price rate as quoted shall govern and the total rate shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the price rate shall be corrected.
 - 1.16.8.1.2** The Bidder shall state the Bid Price for the payment terms outlined in the Conditions of Contract will be considered for the evaluation of the Bid.
 - 1.16.8.1.3** Any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications shall be added to the corrected Bid Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.
 - 1.16.8.1.4** All bidders are required to submit/quote rates separately for ex-servicemen and for civil trained guards with their bids. If two or more bidders quoted equal rates in bid for ex-servicemen or civil guards, then the contract will be awarded to one quoted lowest rates in lots after adding both rates i.e ex-servicemen and civil trained guards. In case if two or more bidders quoted equal rates for ex-servicemen/civil guards in the lots then the contract will be awarded to one gained higher experience in providing security services to government, semi government and other departments.

1.17 Bid Security

The bidder shall furnish the Bid Security as under:

- 1.17.1** Denominated in Pak rupees and shall be in the form of Call Deposit Receipt

(CDR) / Demand Draft (DD) / Pay Order (PO) in the name of University of Engineering & Technology Lahore.

- 1.17.2 Shall amount to Rs. 11,40,000/- (2% of the total **estimated price** of the hiring of security guards) as per bid security clause of Punjab Procurement Rules 2014 (amended till date) which states that a procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the estimated price of procurement;
- 1.17.3 Having a minimum validity period of (6) months from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;
- 1.17.4 The bid security shall be returned to the Technically Disqualified Bidder(s) on a formal request with only their unopened / sealed financial bid. The Bid Security shall be returned to the Technically Qualified Bidder(s) on a formal request without their technical and financial bid. Bid security of successful bidder shall be returned upon furnishing the Performance Guarantee after a formal request;
- 1.17.5 Bid security will not be adjustable against any payment or performance guarantee;
- 1.17.6 Shall be part of Technical Proposal.
- 1.17.7 UET is not responsible for paying any interest / benefit on the amount submitted as bid security against this tender that could accumulate in the same period by investing / depositing in any bank or any other such institution / organization;
- 1.17.8 Bid security submitted by a bidder may be forfeited if:
 - The bidder has found involved in the concealment of facts.
 - Any false / misleading information is provided in the submitted bid.
 - Bidder backs out from fulfilling the obligations of bid after opening of the bid.

1.18 Bid Validity

The Bid shall have a minimum validity period of 6 months (180) days from the last date for submission of the Bid. The Procuring agency may solicit the Bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security as per **Clause 28 (4) (c) (amended till date)**.

1.19 Modification/ Withdrawal of the Bid

- 1.19.1 The Bidder may, by written notice served on the Procuring agency, modify or withdraw the Bid after submission of the Bid, prior to the deadline for submission of the Bid.
- 1.19.2 The Bid, withdrawn after the deadline for submission of the Bid and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.

1.20 Clarification of the Bid

The Procuring Agency shall have the right, at its exclusive discretion, to require, further information or clarification of the Bid, from any or all the Bidder(s). The Procuring Agency may, if necessary, after the opening of the bids, seek and accept such clarifications of the bid as do not

change the substance of the bid as per Rule 35 (2) of Punjab Procurement Rules (amended till date). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is sole discretion of the Procuring Agency.

1.21 Determination of Responsiveness of the Bid

The Procuring agency shall determine the substantial responsiveness of the Bid to the Bid Document, prior to the Bid evaluation, on the basis of the contents of the Bid itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

- 1.21.1** Meets the eligibility criteria given herein this bid document;
- 1.21.2** Offers fixed price for all security guards as per Price Schedule;
- 1.21.3** Conforms to all terms and conditions of the Invitation to Bid (Tender Notice) and bid Document, without material deviation or reservation;
- 1.21.4** A material deviation or reservation is one, which affects the scope, quality of security guards or limits the Procuring agency's rights or the Bidder's obligations under the Contract.

1.22 Rejection of the Bid

The Procuring agency may reject all bids or proposals at any time prior to the acceptance (issuance of Acceptance Letter). The Procuring agency shall upon a written request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring agency shall incur no liability, solely, by virtue of rejection of bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014). The Bid shall be rejected if it is:

- 1.22.1** Substantially non-responsive in a manner prescribed in this document especially to the clause '**Determination of Responsiveness of the Bid**'; or
- 1.22.2** Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
- 1.22.3** Incomplete, partial, conditional, alternative, late; or
- 1.22.4** The Bidder has conflict of interest with the Procuring agency; or
- 1.22.5** The Bidder tries to influence the Bid evaluation/ Contract award; or
- 1.22.6** The Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 1.22.7** The Bidder fails to meet the requirements of Bid Eligibility / Qualification Criteria;
- 1.22.8** The Bidder fails to meet the Technical and financial evaluation of Proposal;
- 1.22.9** There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity, inconsistency, informality or irregularity in the submitted bid.
- 1.22.10** The Bidder submits any financial condition as part of its bid, which is not in conformity with bid document.

1.23 Technical and Financial Evaluation of Proposal

The Bidders who have duly complied with the Bid Eligibility / Qualification Criteria will be eligible

for further processing.

- 1.23.1** During the technical evaluation no amendments in the technical proposal shall be permitted;
- 1.23.2** The Bidders conforming to terms and conditions of this bid document will be considered for financial evaluation.
- 1.23.3** After evaluation of the technical proposals, financial proposals of the technically accepted bids will be opened, publicly at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period;
- 1.23.4** The financial bids found technically nonresponsive shall be returned unopened to the respective bidders;
- 1.23.1** Technically qualified bidder(s) with the lowest quoted price will be awarded the contract.

1.24 Award Criteria

The eligible bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest rate quoted as per rules and fulfilling all codal formalities

1.25 Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Procuring agency shall issue the Acceptance Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a contract, until execution of the formal Contract. Work Order will be issued after the issuance of Acceptance Letter subject to submission of performance guarantee and signing of contract.

1.26 Redressal of Grievances by the Procuring Agency

The Procuring agency has constituted a committee comprising odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

- 1.26.1** Any bidder feeling aggrieved by any act of the Procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 1.26.2** The committee shall investigate and decide upon the complaint within seven days of the receipt of the complaint.
- 1.26.3** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

GENERAL CONDITIONS OF CONTRACT

1.27 Contract & Contract Duration

The Procuring agency shall, after receipt of the Performance Guarantee from the successful Bidder, send the Contract provided in the Bid Document, to the successful Bidder. Within ten working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Procuring agency.

The Contract period will be initially for period of one (01) year, from the date of signing of the contract which may be extendable with mutual consent upon satisfactory performance of the contractor for another period of two years.

1.28 Contract Documents and Information

The Contractor shall not, without the Procuring agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Procuring agency in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

1.29 Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Procuring agency, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

1.30 Standards

The Security Guards supplied provided under this Contract as per Bid Document.

1.31 Execution Schedule

The Contractor shall submit an Execution Schedule, giving details of supply of services required under the Contract, to the Procuring agency, within ten days of the signing of the Contract.

1.32 Performance Guarantee

The successful contractor shall furnish Performance Guarantee as under:

- 1.32.1** After the receipt of the Acceptance Letter from the Procuring agency till the time of signing of contract;
- 1.32.2** In the form of a CDR/ Pay Order/ Demand Draft or bank Guarantee in favor of UET Lhr, issued by a scheduled bank operating in Pakistan;
- 1.32.3** The successful bidder(s) will required to remit the Performance Guarantee equivalent to 5% of the value of the contract price.
- 1.32.4** The Performance Guarantee will be forfeited if the Successful Bidder withdraws the bid during the period of Bid validity specified in the Bid Documents or if the Bidder (s) fails to sign the contract.
- 1.32.5** In Pak Rupees;
- 1.32.6** Have a minimum validity period of (6) six months from the date of Award / Notification or until the date of completion of the task, whichever is later;
- 1.32.7** Will be retained for completion contract period.
- 1.32.8** Performance guarantee will not be adjustable against any payment;

- 1.32.9** The contractor shall cause the validity period of the Performance Guarantee to be extended for such period(s) as the contract performance may be extended.
- 1.32.10** UET is not responsible to pay any interest / benefit on the amount submitted as Performance Guarantee against this tender that could accumulate in the same period by investing / depositing in any bank or any other such institution / organization;
- 1.32.11** The proceeds of the Performance Guarantee may be payable to the Procuring agency, on occurrence of any/ all of the following conditions:
If the contractor commits a default under the Contract;
If the contractor fails to fulfill any of the obligations under the Contract; If the contractor violates any of the terms and conditions of the Contract.

1.33 Integrity Pact

- 1.33.1** If the Security Agency or personnel is found to have violated or involved in violation of the Integrity Pact signed by the Security Agency to this Form of Contract, then the client shall be entitled to:
Recover from the Security Agency an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Security Agency or any of his Personnel.
Terminate the contract; and Recover from the Security Agency any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Security Agency or any of his Personnel.
On termination of the Contract under Sub-Para (b) of his Sub-Clause, the Security Agency shall proceed in accordance with Terms and Conditions of Contract. Payment upon such termination shall be made under after having deducted the amounts due to the Client.

- 1.33.2** The successful bidder shall provide the security guards within 15 days of signing of contract or the date given by the UET. The Contractor shall ensure that the services shall be provided complete in respect and as per schedule of delivery. If it shall appear to the Procuring Agency that the services have been or are likely to be delayed by reason of incomplete provision or for any other reasons, it may require the Contractor at the expense of the Contractor to provide services to the procuring agency.

1.34 Payment

- 1.34.1** The Contractor shall provide invoice with all inclusive of taxes.
- 1.34.2** The Procuring Agency shall pay the amount verified as per PPRA Rules of successful provision of services. The Procuring Agency shall make payment for the service provided, to the Contractor, as per Government policy, in Pak Rupees, through cheque. If there is delay in payment due to any unavoidable circumstance/reason, the contractor shall not ask for any additional benefit/payment.
- 1.34.3** All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.
- 1.34.4** The Procuring Agency will not be responsible for any erroneous calculation of tax rates. However, any change in rates or structure of applicable taxes after bid submission date shall be adjusted in the price and shall be borne by the Bidder.
- 1.34.5** The successful bidder shall furnish an undertaking to effect that contractor has paid minimum wages as per govt. policy.

1.35 Price

The Contractor shall not charge prices for the services rendered and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

1.36 Contract Amendment

- 1.36.1** The Procuring Agency may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need / requirement in the light of prevailing rules and regulations.
- 1.36.2** The Contractor shall not execute any Change until and unless the Procuring Agency has allowed the said Change, by written order served on the Contractor.
- 1.36.3** The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 1.36.4** No variation in or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the Contractor
- 1.36.5** The procuring agency can go for repeat orders as per Rule 59 (c) (iv) Direct contracting: a procuring agency shall only engage in direct contracting if any of the following conditions exist: Repeat orders not exceeding fifteen percent of the original procurement;

1.37 Assignment / Subcontract

- 1.37.1** The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring agency's prior written consent.
- 1.37.2** The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the task under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the task under the contract.

1.38 Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Procuring agency, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Procuring agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

1.39 Liquidated Damages

That any penalties/fine if imposed by UET administration for misconduct, theft or damage caused to University property by the company/Firm/Contractor etc. or his Security guard/supervisor on unsatisfactory performance of the deployed security guard/supervisor, shall be borne by the company/firm/contractor etc. The amount of penalties/ fine etc. may be deducted from the monthly bill.

UET might also blacklist and debar the contractor from participating in public procurements in case of unnecessary delay in the execution of contract or on provision of unsatisfactory/unprofessional quality of services.

1.40 Blacklisting

The Procuring agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of procuring agency, if the bidder or contractor has:

- (a) Acted in a manner detrimental to the public interest or good practices;
- (b) Consistently failed to perform his/her obligation under the contract;
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any corrupt practice.

1.41 Termination for Default

- 1.41.1** If the Contractor fails / delays in performance of any of the obligations, under the Contract/ violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, the Procuring agency may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

- 1.41.2** If the Procuring agency terminates the Contract for default, in whole or in part, the Procuring agency may procure, upon such terms and conditions and in such manner, as it deems appropriate, Services similar to those unprovoked. However, the Contractor shall continue performance of the Contract to the extent not terminated.

1.42 Termination for Convenience

- 1.42.1** The Procuring agency may, at any time, by written notice served on the Contractor for period of one month, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- 1.42.2** The services, which are complete or to be completed by the Contractor, within five working days after the receipt of such notice, shall be accepted by the Procuring agency. For the remaining Services, the Procuring agency may elect:
To have any portion thereof provided; and / or
To cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, together with a reasonable allowance for overhead and profit.

1.43 Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Procuring agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor with serving fifteen days' notice.

1.44 Force Majeure

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

- 1.44.1** The Contractor shall not be liable for blacklisting for future Bids, if and to the extent his failure / delay in performance / discharge of obligations under the Contract is the result of an event of Force Majeure.
- 1.44.2** If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring agency, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring agency in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 1.44.3** Force Majeure shall not include:
- 1.45.3.1.1** Any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor
 - 1.45.3.1.2** Any event which a diligent Party could reasonably have been expected to both
 - 1.45.3.1.3** Take into account at the time of the conclusion of this Contract and
 - 1.45.3.1.4** Avoid or overcome in the carrying out of its obligations here under.
- 1.44.4** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

1.45 Dispute Resolution

- 1.45.1** The Procuring agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 1.45.2** If after thirty working days, from the commencement of such informal negotiations, the Procuring agency and the Firm have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to Arbitration Committee, which will be constituted by Vice Chancellor UET with one representative of the Firm. The decision of Arbitration Committee shall be final and binding on both the parties.

1.46 Statutes and Regulations

- 1.46.1** The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 1.46.2** The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring agency indemnified against all penalties and liability of any kind for breach of any of the same.

1.47 Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income tax to the concerned authorities of Income Tax.

1.48 Contract Cost

The Contractor shall bear all costs/ expenses associated with the preparation of the Contract and the Procuring agency shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

1.49 Authorized Representative

- 1.49.1** The Procuring agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 1.49.2** The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Procuring agency or the Contractor.
- 1.49.3** Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 1.49.4** Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though the Principal had given it.
- 1.49.5** If the Contractor questions any decision or instruction of the Authorized Representative of the Procuring agency, the Contractor may refer the matter to the Procuring agency who shall confirm, reverse or vary such decision or instruction.

1.50 Others

The Security Guards / Supervisors shall be properly briefed about their duties and they shall have possessions of the following during duty hours:

- a. ID Card.
- b. Uniform (Neat & clean with Shoe)
- c. Weapons License
- d. Weapon / Hand Held Metal Detector
- e. Authority Letter for carrying weapon (whenever required)
- f. Whistle / Torch

1.51 Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

SPECIAL STIPULATIONS (BID DATA SHEET)

SPECIAL STIPULATIONS (BID DATA SHEET)		
For ease of Reference, certain special stipulations are as under:		
Reference	Description	Details
Clause 1.3	Bidding procedure	Single stage – Two Envelope Procedure
Clause 1.4.5	Last date and time for the Submission of bidding document.	10.00 am on 27-05-2024 at Estate Office, UE, Lahore
Clause 1.4.6	Date, time and venue of opening of technical proposals	10.30 am on 27-05-2024 at Conference Hall, UET, Lahore
Clause 1.16	Bid Price	Should be best and final prices including all applicable taxes as no negotiations on the prices are allowed.
Clause 1.17	Bid Security	The Contractor shall furnish the Bid Security in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of University Of Engineering & Technology Lahore for amounts mentioned in the bid document.
Clause 1.18	Bid validity period	180 Days
Clause 1.32	Performance Guarantee	5 % of Contract Value
Clause 1.34	Delivery	Within 15 to 30 days
Clause 1.40	Delay in services of Security Guards Services by the Contractor	If the contractor fails to service the guards in time as specified in the scope of work. 0.05% of the quoted price per day shall be imposed as penalty. Further, failure to meet the required quality standards / specifications will appeal financial deduction that may be up-to performance guarantee submitted.
Clause 1.4.29	Contact Person for Communication:	Mr. Javaid Manzoor Dy. Registrar (Estate) Contact No: 0334-4138283 Mr. Muhammad Asif Resident Officer Contract No: 042-99029474

ANNEXURES

ANNEXURE-A

(WILL BE ATTACHED WITH TECHNICAL PROPOSAL)

BID SUBMISSION FORM

[Location, Date]

To

Vice Chancellor
University of Engineering &
Technology
G.T Road Baghbanpura, Lahore

Dear Sir,

We, the undersigned, offer to provide the _____(Insert title of assignment) _____ in accordance with your Bidding Document No. _____ dated _____(insert date) ____.

Our Bid shall be binding upon us up to the expiration of the validity period of the Bid, i.e. for a period of six months.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bid Document.

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

We remain,

Yours sincerely,

Authorized Signature (Original) (In
full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-B

(WILL BE ATTACHED WITH TECHNICAL PROPOSAL)

To be submitted on legal stamp paper of Rs. 100/- with Technical Proposal

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information/ documents.

We undertake that our firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

Dated this _____ day of _____ 2023

Signature

(Company Stamp)

In the capacity of: _____

Duly authorized to sign bids for and on behalf of:

(Attestation by Notary Public/ Oath Commissioner)

ANNEXURE-C

To be submitted on legal stamp paper of Rs. 100/- with Technical Proposal

AFFIDAVIT

(Integrity Pact)

We _____ (Name of the bidder / supplier) _____ being the first duly sworn on oath submit, that Mr. / Ms. _____

(If participating through agent / representative) is the agent / representative duly authorized by _____ (Name of the bidder company) _____ hereinafter called the Contractor to submit the attached bid to the _____ (Name of the Procuring agency) _____. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _____ (Name of the Procuring agency) _____ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance. [The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Procuring agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

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

Notwithstanding any rights and remedies exercised by the Procuring agency in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Procuring agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Procuring agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by

[The Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Procuring agency.

Signature & Stamp

In the capacity of: _____

Subscribed and sworn to me this _____ day of _____ 2023
(Attestation by Notary Public/ Oath Commissioner)

ANNEXURE-D

(WILL BE ATTACHED WITH TECHNICAL PROPOSAL)

FORMAT FOR COVERING LETTER

To

Vice Chancellor
University of Engineering & Technology
G.T Road Baghbanpura, Lahore

Subject: _____.

Dear Sir,

- a) Having examined the Bid document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- b) We undertake, if our proposal is accepted, to provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of __ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _____ (insert name of the Procuring Agency) _____, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Stamp

ANNEXURE-E

1. Evaluation

- i) Evaluation will be done only on the grounds of documents provided in the technical proposal submitted by the bidder.
- ii) Only those Bidders who qualify in the evaluation of the technical proposal will have their financial proposal opened.
- iii) The financial proposals of the bidders who qualify technical part will be compared. The bidder offering the lowest price will be awarded the task.

2. Evaluation Factors & Descriptions are given below:

Sr. No.	Description	Marks Distribution	Marks
1.	Years in Business of Applicant Security Agency (General Experience from the date of incorporation)	Marks Distribution: General Experience <ul style="list-style-type: none"> • 1 Year above (5 Marks) • Less Than 1 Year (0 Marks) (Profile and certificate of incorporation is required for proving year of Establishment of Business of Applicant Security Agency)	05
2.	CEO/ Director Of Firm	<ul style="list-style-type: none"> • Brigadier/Equivalent Rank (10 Marks) • Colonel/Equivalent Rank (08 Marks) • Civilian (05 Marks) 	10
3.	Experience in providing Security services to clients of Government Department / Attached Department / Autonomous Body established or controlled by Government	02 Marks for each client Max 05 Clients (Verifiable through attached work orders/contracts/performance certificates).	10
4.	Experience in providing Security services to corporate/private clients	02 Marks for each client Max 05 Clients (verifiable through attached work orders/contracts/performance certificates).	10
5.		Marks Distribution: Closing balance of firm as per bank statement) <ul style="list-style-type: none"> • 20 million above (15 Marks) 	

	Financial Soundness	<ul style="list-style-type: none"> • 10 million above to 20 Million (10 Marks) • 05 million above to 10 Million (05 Marks) • 01 million above to 05 Million (03 Marks) (Provide fresh Bank statement)	15
6.	Security Guards available with Security Agency	Marks Distribution: Available Security Guards. <ul style="list-style-type: none"> • 100 above (15 Marks) • 50 above to 100 (10 Marks) (Provide list of guards with Names, CNICs and Cell Numbers)	15
7.	Licensed Weapons available with Security Agency	Marks Distribution: Weapons Available with Security Guards. <ul style="list-style-type: none"> • 50 above (10 Marks) • 20 above to 50 (5 Marks) (Attach list of licensed weapons with copies of licenses (Annexure-G))	10
8.	Providing security services with foreign funds projects/delegations/missions.	Marks Distribution: Work with foreign funds projects/mission etc. <ul style="list-style-type: none"> • 05 Marks for each work order • Maximum 01 (Attach work order)	05
9.	Certificates/Registrations/Licenses	PTA (04 Marks) NOC Home Deptt. (04 Marks) APSAA (04 Marks) EOBI (04 Marks) SECP (04 Marks)	20
Total Marks			100
Qualifying Marks			70

ANNEXURE-F

Price Schedule / Financial Cost Sheet

Sr. No	Description	Duty Hours	Rate
1.	Ex-servicemen Security Guard	08 hours	
2.	Civilian men Security Guard	08 hours	

- As per law, agreement of this procurement needs to be signed on non-judicial stamp paper. The bidder will be responsible to provide stamp paper with contract stamp amount.
- The service provider shall quote prices keeping in view the labor laws and minimum wage specified by the Govt. of the Punjab.
- Rates should be quoted in Pak Rupees and strictly as per the format above. Bids quoted in formats other than the above format will be rejected. Applicable local taxes shall be paid over and above on actual basis on production of documentary evidence. UET will not be making any other payment except those mentioned in the commercial bid.
- The firm will observe the minimum wage rate of the Government. If firm fails it will lead to disqualify.
- Successful bidder will provide wireless communication walkie talkie as per requirement.

ANNEXURE-G

LIST OF ARMS / WEAPONS AVAILABLE WITH THE SECURITY AGENCY

(The copies of License of weapons must be attached for each weapon if required use additional sheet)

Sr. No.	Nature of Weapon	License No.	Year of Purchase	Copy of License attached / Not attached
1				Attached / Not Attached
2				Attached / Not Attached
3				Attached / Not Attached
4				Attached / Not Attached
5				Attached / Not Attached
6				Attached / Not Attached
7				Attached / Not Attached
8				Attached / Not Attached
9				Attached / Not Attached
10				Attached / Not Attached
11				Attached / Not Attached
12				Attached / Not Attached
13				Attached / Not Attached
14				Attached / Not Attached
15				Attached / Not Attached
16				Attached / Not Attached
17				Attached / Not Attached
18				Attached / Not Attached
19				Attached / Not Attached
20				Attached / Not Attached
21				Attached / Not Attached
22				Attached / Not Attached
23				Attached / Not Attached
24				Attached / Not Attached
25				Attached / Not Attached
26				Attached / Not Attached
27				Attached / Not Attached
28				Attached / Not Attached
29				Attached / Not Attached
30				Attached / Not Attached

ANNEXURE-H

UNDERTAKING FOR MINIMUM WAGE RATE

To be submitted on legal stamp paper of Rs. 100/- with Technical Proposal

Dated _____

To

Vice Chancellor
University of Engineering & Technology
G.T Road Baghbanpura , Lahore

Subject: **Undertaking for Minimum Wages to Staff/Labor**

Respected Sir

It is undertaken that M/s _____ is currently practicing the undermentioned human resource policy and also will continue to practice the same in future under the contract named “_____”. Any non-compliance in below mentioned shall be headed towards the breach of contract.

1. Provision of minimum wage as notified by the Government of Punjab applicable for the period of Contract.
2. Child Labor is forbidden under the contract. Children under the age of 18 years will not be employed, as per the Pakistani law.
3. All labor laws including Social Security and EOBI etc. are applicable in the Contract and will remain the responsibility of the Service Provider.
4. Our firm NTN Number is _____ and it was established in _____

Note: All tender terms and conditions are accepted as laid down in the tender inquiry

Regards

Mr. _____

M/s _____

Lahore.

Note: This will be printed on stamp paper worth Rs. 100/-

ANNEXURE-I

SERVICE LEVEL AGREEMENT (SLA) FOR SECURITY SERVICES

This Agreement (“Agreement”) is made at Lahore on this ____ day of ____ 2024.

By and Between

University of Engineering & Technology (UET) a statutory body located at G.T road Baghbanpura, Lahore (*hereinafter referred to as the Purchaser*) which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the First Part.

And

M/s. _____ a company incorporated under the Companies Act 2017 and having its registered office (*hereinafter referred to as the “Security Company”*, which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the Other Part. The UET and the Security Company shall hereinafter be referred to as the “Parties” collectively and the “Party” individually and interchangeably.

Whereas;

- a) The UET is desirous of acquiring professional security services (“**Services**”) for a safe and secure working environment at its Office (s).
- b) The Security Company is a reputable and well experienced concern in similar industry and has the requisite expertise and adequate manpower to provide the Services as required by the UET.
- c) The Security Company represents and warrants that it is duly licensed and authorized by the Government of Pakistan for carrying out the Services as required by the UET.
- d) The Security Company has agreed to provide, and the UET has agreed to engage the Security Company for, the Services in accordance with the terms and conditions set forth in this Agreement

Now, therefore, upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as under:

1. Duration

2024, and will remain in

This Agreement will become effective as of _____
effect for a period of one (01) year (the “Term”) from the date when this agreement became effective or until terminated in accordance with Clause 5 or 7 of this Agreement.

Prior to the expiration of the Term, this Agreement may be extended or modified for further two years by written mutual agreement between the Parties. When used in this Agreement, the phrase “the Term” shall refer to the entire duration of the Agreement.

2. Services

The Security Company shall provide to the UET, trained security guards ex-services personnel/Civilian security guards who shall be able to perform security services in accordance with best industry practice and to the entire satisfaction of the UET:

Personal Attributes of Security Guard:

A. The Security Company shall make sure that the suitable guard:

- (i) Be trained, Civilian/ex-servicemen, soldierly bearing, physically and also medically fit with **5.8 feet height.**
- (ii) Be aged between **28-50 years and supervisor must be between 40-55 years of age.**
- (iii) have served at least seven (07) years in services and must not have retired on medical grounds and civilian have at least 5 year experience as security guard and medically & physically fit.
- (iv) Have obtained exemplary character certificate at the time of retirement.

B. The Security Company should ensure that while deputing the security guards preference should be given to those guards who are trained for firefighting/Civil Defense.

3. Rights & Responsibilities

A. Security Company

The Security Company shall;

- a) Supervise the security guards deputed at the Premises of the UET at all times.
- b) Nominate its authorized representative in order to maintain a liaison with the UET and to receive and execute orders from the UET.
- c) Ensure that the security guards provided by it maintain perfect discipline and behavior and do not in any manner cause any interference, annoyance, nuisance to the UET or its functions.
- d) not disclose to a third party any information regarding the security arrangement of the UET including but not limited to the assignment instructions, schedules and other subsequent agreements entered into with the UET either in writing or verbally.

- e) Be bound to depute another security guard at the Premises with immediate effect in Security Company or has proceeded on leave or is missing without leave.
- f) Be responsible for the timely payment and rights and liabilities of the security guards in accordance with the applicable labor law for the time being in force in Pakistan and employment agreement of the Security Company.
- g) Provide uniforms and all necessary equipment to the security guards to the entire satisfaction of the UET.
- h) At its own discretion, obtain life insurance cover for its security guards and shall take all other necessary steps to ensure that the UET is not liable for any loss to the security guards or to any of his belongings under any circumstances whatsoever.
- i) The company will provide complete detail of all security guards with documents including security clearance certificate.
- J) If any time the security company wants to changes the security guard, the company written inform the Procuring Agency with complete information of the new one.
- k) If during the duty hours any guards leave then the security company will provide alternate.
- l) If any security guard avail full day leave the company will inform the procuring agency and depute alternate.
- m) In case during the contract period any robbery, theft incident incurred in the office premises/places, the security company will be the responsible of subject incident and paid the damage/loss cost to the Procuring agency.

B. University of engineering & Technology (UET)

The UET shall;

- a) Negotiate and arrange the security plan of its office (s), in Punjab.
- b) Promptly pay any payments, as per clause 4 of this Agreement, in relation to the Services performed under this Agreement.
- c) Provide uninterrupted access to the Security Company at the premises where the security personnel are proposed to be deputed.
- d) Coordinate with the Security Company concerning any arrangement(s) of the Services.
- e) have the right, within reason, to have removed a security guard from the Premises subject to prior intimation to the Security Company and the Security Company shall be bound to remove the said security guard from the Premises forthwith upon being provided reasonable grounds thereof and depute another security guard at the Premises with immediate effect.
- f) have the right to increase/decrease the number of guards being deployed at UET premises anytime subject to prior intimation to the Security Company for the needful. Security company should ensure and provide timely replacements of Guards proceeding on leaves. The reliever should not remain deputed at location for more than two days have the right to deduct maximum of 10% (of daily charges) as penalty for not providing/deputing guard(s) as per clause 2A & B of this agreement.

4. **Payment**

- have the right to deduct maximum of 10% (of daily charges) as penalty for not providing/deputing guard(s) as per clause 2A & B of this Agreement.
- In case of any subsequent revision/increase in minimum wages or taxes / levy imposed by the Government, the rates may be considered for revision accordingly.
- The payment shall be made on monthly basis upon furnishing of an invoice by the Security Company.
- The payment shall be made by the UET within thirty (30) days of invoice received from the Security Company.
- Any payment made to the Security Company under this Agreement shall be less any Government taxes which the UET is required under the law to deduct.
- If due to any unavoidable circumstance the UET fails to payment on time, they may communicate the to the Security Company with reason.

5. **Termination**

- a) Either Party may terminate this Agreement if the other Party fails to remedy a breach of the terms and conditions of this Agreement **within thirty (30) days** of a written notice to do so.
- b) The UET may terminate this Agreement if the Security Company fails to provide the Services in accordance with this Agreement or to the entire satisfaction of the UET.
- c) The Security Company may terminate this Agreement if the UET fails to make payments in accordance with this Agreement.

Provided that the termination of this Agreement shall not;

- a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor
- b) Cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

6. **Indemnity**

The Security Company hereby undertakes with respect to any Services conducted pursuant to this Agreement to indemnify and hold harmless the UET and its employees of any liability and to protect, defend, indemnify and hold harmless the UET and all its employees from and against any claim of damage, death, loss, expense or injury caused due to negligence of the Security Company or any of its employees.

7. **Force Majeure**

- I. The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by "Force Majeure" (as hereinafter defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any of the Parties whose

obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.

- II. "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws, orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or UET or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute "Force Majeure".
- III. Nothing herein shall require the Parties concerned to settle strikes or labour disputes by acceding to demands deemed to be unreasonable by objectively evaluating the situation but subject to this, the Party concerned shall use its reasonable endeavors to remove, avoid and / or mitigate the effects of such circumstances.
- IV. If the force majeure continues, or the carrying out of this Agreement is delayed, for a prolonged period or it becomes impossible to perform a material provision of this Agreement, either party may terminate this Agreement by notice to the other part.
- V. For the purpose of this clause, a prolonged period is one exceeding thirty (30) days.

8. Dispute Resolution/Arbitration

- (i) The Parties shall attempt to resolve any and all disputes as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- (ii) If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be settled by arbitration by arbitrator appointed by the Deputy Chief Executive Officer unless otherwise disposed of by understanding between the Parties. The award of the arbitrator shall be final and binding. Prior to initiation of arbitration or any other form of legal proceeding, the aggrieved Party will give the other Party written notice describing the claim and amount as to which it intends to initiate action.
- (iii) The place of arbitration shall be Lahore, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

9. Notices

- (i) Any notice required to be provided pursuant to this Agreement shall be in writing and may be given by delivering the same by hand at, or by sending the same by prepaid first class post, telex or facsimile to, the registered addresses of the Parties or such other address as the Parties may notify to each other. Any such notice given as aforesaid shall be deemed to have been given or received at the time of delivery (if delivered by hand), the first Working Day next following the day of sending (if sent by telex or facsimile) and the second Working Day next following the day it is sent (if sent by post). Without prejudice to the foregoing provisions of this Clause, if the Party on whom a notice is served does not acknowledge the same by the end of the third Working Day next following the day of

delivery by sending, the Party serving the notice shall communicate with the Party which has not so acknowledged and, if necessary, re-deliver or re-send the notice.

(ii) **Address for notices**

For the purposes of this Clause, a Party may take the address and facsimile number of the other Party on registered address. (where another address or number is notified by either of the Party to other Party, the last address of number so notified to it).

10. Relationship

The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their discretion.

11. Amendment

(i) No term and condition of this Agreement may be amended without the prior consultation and understanding between the Parties.

(ii) This Agreement shall supersede any existing arrangements and/or understandings between the Parties in relation to the terms agreed upon under this Agreement.

12. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

13. Confidentiality

i. The Security Company undertakes and shall ensure complete confidentiality of all and any information in respect of this Agreement and the services stated herein, including without limitation the communications to and by the UET about any of its activity/ information. The Security Company shall not disclose any such information to any person or allow utilization of the same in any manner by any person.

ii. The Security Company shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by the UET or which the Security Company or any of its employees (guards) may obtain directly or indirectly during the course of performance of this agreement.

14. Applicable Law and Jurisdiction

I. This Agreement is governed by the laws of the Islamic Republic of Pakistan.

II. Disputes arising out of this Agreement are subject to the exclusive jurisdiction of the courts of Islamabad, to which the Parties irrevocably submit.

15. Stamp Duty

This Agreement shall be stamped in accordance with Stamp Act, 1899 by the Security Company.

16. No Waiver:

The failure or delay of either Party in exercising any of its rights provided for in this Agreement shall not be deemed to be a waiver of such rights, or any of its other rights under this Agreement, nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. Any waiver must be given in writing and signed by the Party waiving its rights.

17. Entire Agreement:

This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their agreement with respect to their relationship and all related matters. All other written or oral understandings, offers, agreements, terms and conditions or other communications of every kind pertaining to the scope of this Agreement described herein are hereby abrogated and withdrawn.

In witness hereof the Parties have executed this Agreement on the day and year written above.

For
University of engineering & Technology (UET):

For
M/s _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

WITNESSES

(First Party)

(Second Party)

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

TERMS & CONDITIONS OF THE CONTRACT

WITH

UNIVERSITY OF ENGINEERING AND TECHNOLOGY LAHORE

HIRING OF SECURITY GUARDS

[Name of Contractor]

Dated:

This CONTRACT AGREEMENT (this “Contract”) made as of the _____ day of _____ 2024 between **University of Engineering & Technology Lahore** (the “Procuring agency”), on the one part,

and

M/S. _____ on the other part severally liable to the Procuring agency for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- (a) The Procuring agency intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the services as described in the contract.
- (b) The Procuring agency has requested the Contractor to provide Security Guards & Supervisor as described in Bid Document; and
- (c) The Contractor, having represented to the Procuring agency that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Procuring agency to provide the Security Guards & Supervisor and all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring agency to the Contractor.
- 2. The Contractor agrees, to indemnify and hold harmless the Procuring agency against, liabilities and costs arising from the negligent acts of the contractor in the performance of services under this Agreement
- 3. The Procuring agency hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Security Guards & Supervisor.
- 4. The following shall be deemed to form and be read and construed as part of this Contract:
 - a. The Bid Document
 - b. Terms and Conditions of the Contract
 - c. Bidder’s Proposal
 - d. The Technical Specifications
 - e. Bid Form

- f. Price Schedule
- g. Affidavit(s)
- h. Performance Guarantee
- i. Service level Agreement

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

University of Engineering & Technology (UET): M/s _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

WITNESSES

(First Party)

(Second Party)

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

TENDER NO. UET/EO/02/2024-25

TENDER DOCUMENT
FOR
JANITORIAL SERVICES



**LAST DATE FOR SUBMISSION OF
BIDS:-
TENDER OPENING DATE:**

**27-05-2024 AT 10.00 AM
27-05-2024 AT 10.30 AM**

**UNIVERSITY OF ENGINEERING &
G.T Road, Baghbanpura Lahore**

TECHNOLOGY, LAHORE

ESTATE OFFICE Ph. No. 042-99029474

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Introduction/Important Note:-

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. The Bidders for preliminary and detailed examination hereinafter should submit the valid documentary evidences as indicated.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules 2014, as amended from time to time and instructions of the Government of the Punjab.

1. **INVITATION TO BID**

1.1 **Punjab Procurement Rules to be followed:**

- 1.1.1 Punjab Procurement Rules 2014 (amended till date) shall be followed strictly. These may be obtained from PPRA's website.
- 1.1.2 In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014 (amended till date).

1.2 **Mode of Advertisement (s)**

- 1.2.1 As per Rule 12 (1), this Bid is placed online on websites of PPRA and UET Lhr and will publish in national newspapers.

1.3 **Type of Open Competitive Bidding**

- 1.3.1 As per Rule 38 (2) (a) of Punjab Procurement Rules 2014, Single Stage – Two Envelope Bidding Procedure shall be followed.
Clause 38 (2) (a) of Punjab Procurement Rules 2014 (amended till date) stipulates that “Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds”.

2. **INSTRUCTIONS TO BIDDERS (ITB)**

2.1 Bidding Details:-

- 2.2 Bidding documents can be obtained from Estate Office, UET Lahore, Main Campus after payment of Rs.5000/- in shape of pay order/bank draft etc. or to be deposited in HBL Main Account (Non-refundable).
- 2.3 Interested bidders must collect a stamped copy of this bid document from UET Lahore Estate Office. Representative of respective bidders should come along with authority letter and copy of their CNIC for the collection of the bid document.
- 2.4 Bidders are required to submit the stamped copy of Bid Document along with their technical proposals. In case, this requirement is not met, UET will exclude bidder's proposal from technical evaluation process.
- 2.5 The bid shall be a single package naming the Tender and consisting of two separate inner envelopes, containing separately the financial and the technical proposals. Firm's profile should include detail of offices, contact numbers and list of clients along with address & their contact numbers.
- 2.6 The complete bids as required under this Bid document must be delivered in Estate Office UET Main Campus not later than 10:00 am on the last date of submission of bids i.e. 27-05-2024. Late bids shall not be accepted.
- 2.7 Technical bids shall be publicly opened in the UET Conference Hall adjacent to Vice Chancellor's Office, at 10.30 am on the same day. In case the last date of bid submission falls in / within the official holidays, the last date for submission of the bids shall be the next working day. Technical Bids will be opened by the UET Central Procurement Cell (CPC) in the presence of participating bidders or their representatives who wish to attend.
- 2.8 The bid should be valid for a period of 150 days from the date of opening. UET will not be responsible for any delay in submission of bids.
- 2.9 In the presence of the participants or their representatives, only initial screening would be conducted.

- 2.10** Evaluation and scrutiny of submitted documents and bid regarding technical criteria would be done by UET later.
- 2.11** In the first instance, the “Technical Proposal” shall be opened and the envelope marked, as “Financial Proposal” shall be retained unopened in the custody of the Procuring Agency.
- 2.12** The Procuring Agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the rate and shall reject any proposal, which does not conform to the specified requirements.
- 2.13** During the technical evaluation, no amendments in the technical proposal shall be permitted.
- 2.14** Bid Security: 2% bid security, Rs. 9,75,360/- (Rupees Nine Lac Seventy Five Thousand Three Hundred and sixty) must be deposited along with the Technical Proposal of the Bid document in shape of PAYORDER / DEMAND DRAFT only in the name of Treasurer UET Lahore against the estimated rate mentioned in this bid document.
- 2.15** After the evaluation and approval of the technical proposals, the Procuring Agency shall open the financial proposal of the technically qualified bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the validity period.
- 2.16** The financial bids found technically non-responsive shall be returned unopened to the respective bidders on a formal request.
- 2.17** The technical qualified bidder with the lowest quoted rate, keeping in view of the minimum wage rate inclusive all applicable taxes, etc., shall be awarded the contract.
- 2.18** In case of equal financial bids submitted by different vendors at the time of financial opening, bid of the vendor who has more experience shall be given preference and will be selected. Experience will be calculated from the date of incorporation supported by certificate of incorporation issued by the relevant authorities. In case firms/companies/vendors are incorporated on same day, firm with highest financial soundness in the previous/last financial year will be preferred and selected.
- 2.19** The rates quoted by the bidder should be in Pak rupee and shall be inclusive of all admissible taxes, imposed by the Government and material to be used for sanitation and on company letter head. Once tender will be opened, bidders cannot change or modify their quoted amount.
- 2.20** Proposal shall contain no interlineations or overwriting and should be submitted according to requirement. Any alteration & modification in tender documents will not be entertained.
- 2.21** Evaluation of the firms shall be based only on the information provided in the Proposals.
- 2.22** The bidders shall bear all costs associated with the bid preparation & submission. UET in no case will be responsible for any costs incurred regardless of the conduct or outcome of the bidding process.
- 2.23** UET will send contract agreement to successful bidder for incorporating all terms of agreement between the parties for acceptance. Qualifying/selected contractor/ bidder will be required to sign a written agreement with UET to execute the required services.
- 2.24** Bidders are advised to submit their bids after having understanding of the Procuring Agency requirements and need to have better understanding for quoting the rates.
- 2.25** Queries of the Bidders (if any) for seeking clarifications regarding the specifications or any other ambiguities must be received in writing to the Procuring Agency prior to the opening of the bids. All queries shall be responded to within due time.
- 2.26** The bidder shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this Bid document

clauses regarding “Determination of Responsiveness of Bid” and “Rejection of the Bid” for making their bids substantially responsive to the requirements of the Bidding Document.

- 2.27** It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and the Procuring Agency will entertain no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder except under force majeure as described in this document.
- 2.28** The Bidder shall be deemed to have satisfied itself fully before Bid submission as to the correctness and sufficiency of its Bids for the contract and rate quoted in the Bid to cover all obligations under this Bid Process.
- 2.29** It must be clearly understood that the Terms / Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Procuring Agency will be permitted throughout the period of completion of the contract.
- 2.30** The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Name:	Mr. Javaid Manzoor
Designation:	Dy. Registrar-I (Estate)
Contact No:	0334-4138283
Name:	Mr. Hashim Ali
Designation:	Dy. Registrar-II (Estate)
Contact No:	0300-4375325

Secondary Contact

Name:	Muhammad Asif
Designation:	Resident Officer
Contact No:	042- 990290474
Email:	ro@uet.edu.pk

- 2.31** Bidders should note that during the period from the receipt of the bid and until further notice, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.
- 2.32** Bidders are also required to state, in their proposals, the name, title, contact number (s) (Landline, mobile), fax number and e-mail address of the bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 2.33** The Procuring Agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 2.33** The firm must abide by the prevailing labour and Security laws including but not limited to Minimum wages, Insurance, Social Security and EOBI. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract, forfeiture of Security money and remaining invoices amounts may be distributed to Janitorial Staff of the firm.
- 2.34** For preparation of bid security & performance guarantee Free Tax Number of UET is **FTN # 9020619**

3. TERMS AND CONDITIONS OF BID

3.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1.1 "Authorized Representative," means any representative appointed, from time to time, by the Procuring agency and the Bidder/ Contractor.
- 3.1.2 "Bidder" means the interested Firm/ Company that may provide services to any of the public / private sector organization under the contract and has registered for the relevant business thereof.
- 3.1.3 "Commencement Date of the Contract" means the date of issuance of Letter of Acceptance to the Contractor from the Procuring agency.
- 3.1.4 "Contract" means the agreement entered into between the Procuring agency and the Contractor.
- 3.1.5 "Contractor/ Vendor" means the Bidder whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- 3.1.6 "Contract Rate" means the rate payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.1.7 "Framework Contract" means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of goods, services or works over a specific period against an agreed sum or rate per item or lump sum.
- 3.1.8 "Day" means calendar day.
- 3.1.9 "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.
- 3.1.10 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.1.11 "Prescribed" means prescribed in the Bid Document.
- 3.1.12 "Procuring agency" means the University Of Engineering & Technology (UET) Lahore or any other person for the time being or from time to time duly

appointed in writing by the Procuring agency to act as Procuring agency for the purposes of the Contract.

3.1.13 “Successful means the Bidder whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.

3.1.14 “Works” means work to be done by the Contractor under the Contract.

3.1.15 “Written” means written in form of email or hard copy.

3.2 Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Procuring agency, the same shall be:

3.2.1 In writing;

3.2.2 Issued within reasonable time;

3.2.3 Served by sending the same by email/ courier to their principal office in Pakistan or such other address as they shall notify for the purpose; and

3.2.4 The words "notify", "certify", "order", “consent”, “approve”, "instruct", shall be construed accordingly.

3.3 Tender Scope

UET, (hereinafter referred to as “the Procuring agency”) invites / requests Proposals (hereinafter referred to as “the Proposals”) for **HIRING OF JANITORIAL COMPANIES FOR PROVISION OF SANITARY WORKERS FOR MAIN CAMPUS OF UNIVERSITY OF ENGINEERING & TECHNOLOGY, LAHORE & NEW CAMPUS KSK.**

University of Engineering & Technology, Lahore intends to hire services from a well reputed and well equipped Janitorial Company for provision of sanitary workers for UET Main Campus & New Campus for a period of one year renewable on yearly basis subject to satisfactory performance for another two years with 10% annual increase in existing payment or as per wages announced/revised by the Govt. of Punjab which ever would be higher as per detail given below. The total period of contract will be three years inclusive first year & another period of two years. The renewal shall be on yearly basis with increase in existing rate upto 10% annually.

Campus /Location	Particulars	Number
Lahore Campus	Sanitary Workers	95
New Campus (Kala Shah Kaku)	Sanitary Workers	05

Note: Besides above mentioned premises, sanitary workers may be deployed in more numbers as per requirement or may decrease. The Janitorial Companies shall provide sanitary workers cover on all weekdays.

*** The firm must abide by the prevailing labour and applicable laws including but not limited to Minimum wages, Insurance, Social Security and EOBI. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract, forfeiture of Security money and remaining invoices amounts may be distributed to Janitorial Staff of the firm*

3.4 Qualification Criteria / Evaluation Criteria

Initial Screening:

The following documents / certificates are the pre-requisite and shall be used for initial screening. The bidder shall go in the next stage if it fulfills all the requirements of initial screening, which are as under: Has submitted its complete profile:

- 3.4.1 Is an active tax payer of National Tax (NTN) and General Sales Tax (GST) / Punjab Sales Tax (PST)/PRA (if applicable);
- 3.4.2 Has submitted the bid security against the Hiring of Janitorial services of the estimated rates in form of a Pay Order / CDR / Demand Draft in favor of Treasurer University Of Engineering & Technology Lahore as per bid security clause of Punjab Procurement Rules 2014 (amended till date), which states that a Procuring Agency may require the bidders to furnish a bid security not exceeding five *per cent* of the estimated rate of procurement;
- 3.4.3 Has not been blacklisted by any of the Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- 3.4.4 Has relevant experience janitorial services in Government/Semi-Government/Public/Autonomous Bodies. (Work order attached)
- 3.4.5 Has operational office in Lahore.
- 3.4.6 Has provided certificate of incorporation/registration.
- 3.4.7 Has purchased Bidding Document from the UET Estate office, by depositing payment of Rs. 5000/- (nonrefundable).

3.4.8 Has provided Affidavit, to the effect, that all the documents, statements and information provided with the proposal is complete, true and correct in all aspects;

Note: Verifiable documentary proof for all above requirements is mandatory. Non -compliance with any term or condition mentioned in the relevant Tender Notice or Tender Document shall also lead to disqualification.

4. **Technical Evaluation**

4.1 **Technical Evaluation Criteria**

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for maintenance / warranty services will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

Under PPRA Rules # 31, Technical Bids will be evaluated on the basis of following criteria and Financial Bids of only those bidders will be opened who have fulfilled the criteria:

Sr. No.	Evaluation Criteria	Marks
1.	2 marks for each year experience for providing janitorial services in Public Sector Offices/Government/Semi-Government/Autonomous Departments or Universities (atleast 20 sanitary workers). Summary should be written in the proforma at APPENDIX-F. Attach the said experience certificates.	Maximum marks upto 25
2.	Registration with Social Security of Punjab	20
3.	Registration with EOBI of Punjab	20
4.	ISO certified Company : 9001 / 45001 / 14001	15
5.	List of 25 Sanitary Workers with copies of their ID Cards	20
	Total	100

The bidder securing 65% marks shall be considered technically qualified for janitorial services tender and the procuring agency shall open the financial proposals of the technically accepted bids, at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period. The financial bids found technically non-responsive shall be returned un-opened to the respective bidders. However the bids for janitorial services shall be opened by CPC after technical evaluation and shall be made on the basis of criteria given above.

4.1.1 Financial/Bank statements.

4.1.2 Number of sanitary workers available with Janitorial company.

5. **Financial Evaluation**

5.1 Financial Evaluation of only those bidders would be conducted who would qualify the Technical Evaluation Criteria scoring at least 65 marks

5.2 Financial evaluation would be conducted as per the clause 4.1 of the tender documents.

5.3 Bidder with the lowest quoted rate would be awarded the contract

6. **Cost Related to Tender Preparation and Submission**

The Bidder shall bear all costs/ expenses associated with the preparation and submission of the Bid (s) and the Procuring agency shall in no case be responsible / liable for those costs / expenses.

7. **Examination of the Bid Document**

The Bidder is expected to examine the Bid Document, including all instructions and terms and conditions.

8. **Clarification of the Bid Document**

The Bidder may require/seek further information or clarification of the Bid Document.

9. **Amendment of the Bid Document**

9.1 The Procuring agency may, at any time prior to the deadline for submission of the Bid, at its own initiative or in response to a clarification requested by the Bidder (s), amend the Bid Document, on any account, for any reason. All amendment (s) shall be part of the Bid Document and binding on the Bidder (s).

9.2 The Procuring agency shall notify the amendment(s) in writing to the prospective Bidders as per Punjab Procurement Rules, 2014 (amended till date).

9.3 The Procuring agency may, at its exclusive discretion, amend the Bid Document to extend the deadline for the submission of the Bid as per Rule-29 of Punjab Procurement Rules, 2014.

10. **Preparation / Submission of Bid**

10.1 The Bid and all documents relating to the Bid, exchanged between the Bidder and the Procuring agency, shall be in English.

10.2 The bid shall be filled in / accompanied by the prescribed Forms, Annexes, Schedules, shall be typed, completely filled in, stamped and signed by the Bidder or his authorized representative. The original stamped / signed Bid documents shall be submitted with Technical Proposal.

11. **Technical Proposal shall comprise the following:**

The documents attached with the Technical Bid must be signed and stamped by the Authorized Representative of the Bidder. The documents attached must be numbered and attached in the following order:-

- Bid Security;
- Bid Submission Form (Appendix-A).
- Undertaking (Appendix-B)

- Covering letter (Appendix-C).
- Undertaking for Minimum Wage Rate (Appendix-D)
- Service Level Agreement (Appendix-E)
- Calculation proforma of previous experience (Appendix-F)
- Copy of Sales Tax Registration Certificate (*Annexure-I*).
- Copy of Punjab Sales Tax Registration Certificate (*Annexure-II*).
- Copy of the evidence of Registration with Punjab Social Security Department (*Annexure-III*).
- Copy of the evidence of Registration with EOBI of Punjab (*Annexure-IV*)
- Copy of the evidence of ISO Certified Company (*Annexure-V*)
- List of 25 sanitary workers alongwith their copies of ID cards (*Annexure-VI*)
- Copies of the Experience certificates of the provision of janitorial services of atleast 20 Sanitary workers (*Annexure-VII*).

12. **Financial Proposals shall comprise the following**

Quoted rate form (Appendix-G)

13. The Firm shall seal the Technical Proposal in an envelope duly marked as under:

Technical Proposal for

Bid No. [Number of Bid & Title]

[Name of the Procuring agency]

[Address of the Procuring agency]

[Name of the Firm]

[Address of the Firm]

[Phone No. of the

Firm]

14. The Firm shall seal the Financial Proposal in an envelope duly marked as under:

Financial Proposal for

Bid No. [Number of Bid & Title]

[Name of the Procuring agency]

[Address of the Procuring agency]

[Name of the Firm]

[Address of the Firm]

[Phone No. of the

Firm]

15. **Submission date and time:**

The Bid shall be submitted in Estate Office on 27.05.2024 not later than 10:00 a.m.. No late bid shall be accepted.

16. This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by the Bidder.

17. **Bid Rate**

The quoted rate shall be:

17.1 Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

17.2 In Pak Rupees;

17.3 Inclusive of all taxes and duties, etc. (Whichever is applicable);

17.4 If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the above requirements.

17.5 Technical proposal should not contain any mention of rate. Rate shall only be submitted with the sealed Financial Proposal (**Appendix-G**).

17.6 Any change in Government duties or taxes shall be borne by the successful bidder

17.7 The Bid shall be checked for any arithmetic errors which shall be rectified, as follows:

17.8 If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Rate entered in the Bid Form, the amount, which tallies with the Total Bid rate entered in the Rate Schedule, shall govern.

17.9 If there is a discrepancy between the rate rate and the total rate entered in the rate Schedule, resulting from incorrect multiplication of the rate by the quantity, the rate as quoted shall govern and the total rate shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total rate as quoted shall govern and the rate shall be corrected.

17.10 The Bidder shall state the Bid Rate for the payment terms outlined in the Conditions of Contract will be considered for the evaluation of the Bid.

17.11 Any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications shall be added to the corrected Bid Rate for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.

18. **Bid Security**

The bidder shall furnish the Bid Security as under:

18.1 Denominated in Pak rupees and shall be in the form of Call Deposit Receipt (CDR) / Demand Draft (DD) / Pay Order (PO) in the name of Treasurer, University of Engineering & Technology Lahore.

- 18.2** Shall amount to Rs. 9,75,360/- (2% of the total **estimated rate** of the hiring of Sanitary workers) as per bid security clause of Punjab Procurement Rules 2014 (amended till date) which states that a procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the estimated rate of procurement;
- 18.3** Having a minimum validity period of 5 months from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;
- 18.4** The bid security shall be returned to the Technically Disqualified Bidder(s) on a formal request with only their unopened / sealed financial bid. The Bid Security shall be returned to the Technically Qualified Bidder(s) on a formal request without their technical and financial bid. Bid security of successful bidder shall be returned upon furnishing the Performance Guarantee after a formal request;
- 18.5** Bid security will not be adjustable against any payment or performance guarantee;
- 18.6** Shall be part of Technical Proposal.
- 18.7** UET is not responsible for paying any interest / benefit on the amount submitted as bid security against this tender that could accumulate in the same period by investing / depositing in any bank or any other such institution / organization;
- 18.8** Bid security submitted by a bidder may be forfeited if:
- The bidder has found involved in the concealment of facts.
 - Any false / misleading information is provided in the submitted bid.
 - Bidder backs out from fulfilling the obligations of bid after opening of the bid.

19. Bid Validity

The Bid shall have a minimum validity period of 5 months (150) days from the last date for submission of the Bid. The Procuring agency may solicit the Bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security as per **Clause 28 (4) (c) (amended till date)**.

20. Modification/ Withdrawal of the Bid

- 20.1** The Bidder may, by written notice served on the Procuring agency, modify or withdraw the Bid after submission of the Bid, prior to the deadline for submission of the Bid.
- 20.2** The Bid, withdrawn after the deadline for submission of the Bid and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.

21. Clarification of the Bid

The Procuring Agency shall have the right, at its exclusive discretion, to require, further information or clarification of the Bid, from any or all the Bidder(s). The Procuring Agency may, if necessary, after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid as per Rule 35 (2) of Punjab Procurement Rules (amended till date). No change in the rate or substance of the Bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is sole discretion of the Procuring Agency.

22. Determination of Responsiveness of the Bid

The Procuring agency shall determine the substantial responsiveness of the Bid to the Bid Document, prior to the Bid evaluation, on the basis of the contents of the Bid itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

- 22.1 Meets the eligibility criteria given herein this bid document;
- 22.2 Offers fixed rate for all sanitary workers as per rate;
- 22.3 Conforms to all terms and conditions of the Invitation to Bid (Tender Notice) and bid Document, without material deviation or reservation;
- 22.4 A material deviation or reservation is one, which affects the scope, quality of sanitary workers or limits the Procuring agency's rights or the Bidder's obligations under the Contract.

23. Rejection of the Bid

The Procuring agency may reject all bids or proposals at any time prior to the acceptance (issuance of Acceptance Letter). The Procuring agency shall upon a written request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring agency shall incur no liability, solely, by virtue of rejection of bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014). The Bid shall be rejected if it is:

- 23.1 Substantially non-responsive in a manner prescribed in this document especially to the clause ‘**Determination of Responsiveness of the Bid**’; or
- 23.2 Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
- 23.3 Incomplete, partial, conditional, alternative, late; or
- 23.4 The Bidder has conflict of interest with the Procuring agency; or
- 23.5 The Bidder tries to influence the Bid evaluation/ Contract award; or
- 23.6 The Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 23.7 The Bidder fails to meet the requirements of Bid Eligibility / Qualification Criteria;
- 23.8 The Bidder fails to meet the Technical and financial evaluation of Proposal;
- 23.9 There is any discrepancy between bidding documents and bidder’s proposal i.e. any non-conformity, inconsistency, informality or irregularity in the submitted bid.
- 23.10 The Bidder submits any financial condition as part of its bid, which is not in conformity with bid document.

24. Technical and Financial Evaluation of Proposal

The Bidders who have duly complied with the Bid Eligibility / Qualification Criteria will be eligible for further processing.

- 24.1 During the technical evaluation no amendments in the technical proposal shall be permitted;
- 24.2 The Bidders conforming to terms and conditions of this bid document will be considered for financial evaluation.

24.3 After evaluation of the technical proposals, financial proposals of the technically accepted bids will be opened, publicly at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period;

24.4 The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders;

24.5 Technically qualified bidder(s) with the lowest quoted rate will be awarded the contract.

25. Award Criteria

The eligible bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest rate quoted as per rules and fulfilling all codal formalities

26. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Procuring agency shall issue the Acceptance Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a contract, until execution of the formal Contract. Work Order will be issued after the issuance of Acceptance Letter subject to submission of performance guarantee and signing of contract.

27. Redressal of Grievances by the Procuring Agency

The Procuring agency has constituted a committee comprising odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

27.1 Any bidder feeling aggrieved by any act of the Procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

27.2 The committee shall investigate and decide upon the complaint within seven days of the receipt of the complaint.

27.3 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

28. Relevant Conditions for Janitorial Services

28.1 The bidder having proven track record of providing the janitorial services to reputable organizations such as government/reputed institutions etc. The company/Firm/contractor etc. should have office or sub office in Lahore.

28.2 That a list of equipment to be used for performing of janitorial work at UET should also be provided.

28.3 That the company/Firm/contractor etc. will quote the rates of janitorial services inclusive of cost of material/chemical etc.

28.4 That the successful company/Firm/contractor etc. will share a detailed operational plan for janitorial work, deployment of sanitary workers, list of sanitary workers etc. with UET authorized officer.

28.5 That the janitorial services will be provided on all days except Sunday, however, in case of any particular event the company/Firm/contractor etc. shall be bound to provide sanitary

workers on Sunday or after working hours, payment of such services rendered by the company/Firm/contractor etc. through his sanitary workers will be made on per hour's per person basis, in accordance with monthly payment.

- 28.6 That the company/Firm/contractor etc. shall ensure observance of proper dress code (uniform) by his sanitary workers. The uniform of sanitary workers should be neat & clean including shoes.
- 28.7 That the company/Firm/contractor etc. will immediately replace unwanted sanitary workers/supervisors if demanded by University.
- 28.8 That the payment will be made on monthly basis after provision of satisfactory report from the concerned quarters.
- 28.9 The man power deployed by the company/Firm/contractor etc. must be physically and mentally fit. Overweight, below age, lazy, clumsy sanitary workers will not be deployed by the company/Firm/contractor etc. The company/Firm/contractor etc. are required to provide medical fitness certificate from registered medical practitioner of their sanitary workers to the effect that their sanitary workers are free from any disease.
- 28.10 That the Contractor/Company/Firm etc. at his own expense inspect and examine the sites & departments and at his own responsibility gather all information that may be necessary for preparing the Tender and entering into contract.
- 28.11 That Boarding/lodging/Transportation/Mess/Medical Facilities etc. will not be provided to janitorial staff by the University.
- 28.12 That the company/Firm/contractor etc. shall be liable to report to Resident Officer or any other authorized officer on daily basis regarding performance of his sanitary workers/staff.
- 28.13 That the frequent change of supervisors and sanitary workers will not be accepted. However any change if required in sanitary workers will be made after consultation with Resident Officer or Authorized Officer.
- 28.14 That the company/Firm/contractor etc. will be bound to comply all the instructions issued time to time by UET Authorities in performing of janitorial work.
- 28.15 That all sanitary workers and supervisors will provide two passport size photographs and an attested copy of CNIC for security record.
- 28.16 That the Head of the institution/Vice Chancellor UET, reserves the rights to waive off/relax impose conditions deemed necessary at any stage without assigning any reason.
- 28.17 That part or Advance payment is not allowed.
- 28.18 That Payment will be made on availability of funds, if delayed due to and reason, no extra interest/ mark up will be accepted or paid.
- 28.19 That the total contract period is three years extendable/renewable on yearly basis subject to progress/ satisfactory performance. University shall enter into agreement with successful bidder initially for a period of one year.

28.20 Duties and responsibilities of Janitorial Company:

Daily

- a. Cleaning of departments/offices/hostels and its premises, wash rooms, etc.
- b. Disposal of trash /waste/cleaning of dust bins and replacement of trash bags
- c. Cleaning of floors
- d. Ensure repeat visits of bathrooms for maintaining cleaning standards

Weekly

- a. Bathroom wall tiles, doors and floor washing with suitable chemical
- b. Light fixture cleaning
- c. Blind dusting and shampoo if needed

Monthly

- a. Any job not covered in Bi-weekly program
- b. Detail working of floors, polishing/scrubbing of floors, hard floor buffing etc.
- c. Cob web removals
- d. Window Glass cleaning

29. GENERAL CONDITIONS OF CONTRACT

29.1 Contract & Contract Duration

The Procuring agency shall, after receipt of the Performance Guarantee from the successful Bidder, send the Contract provided in the Bid Document, to the successful Bidder. Within ten working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Procuring agency.

The Contract period will be initially for period of one (01) year, from the date of signing of the contract which may be extendable with mutual consent upon satisfactory performance of the contractor for another period of two years.

29.2 Contract Documents and Information

The Contractor shall not, without the Procuring agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Procuring agency in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

29.3 Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Procuring agency, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

29.4 Standards

The sanitary workers supplied provided under this Contract as per Bid Document.

29.5 Execution Schedule

The Contractor shall submit an Execution Schedule, giving details of supply of services required under the Contract, to the Procuring agency, within ten days of the signing of the Contract.

29.6 Performance Guarantee

The successful contractor shall furnish Performance Guarantee as under:

- 29.6.1 After the receipt of the Acceptance Letter from the Procuring agency till the time of signing of contract;
- 29.6.2 In the form of a CDR/ Pay Order/ Demand Draft or bank Guarantee in favor of UET Lhr, issued by a scheduled bank operating in Pakistan;
- 29.6.3 The successful bidder(s) will required to remit the Performance Guarantee equivalent to 5% of the value of the contract for a period of one year.
- 29.6.4 The Performance Guarantee will be forfeited if the Successful Bidder withdraws the bid during the period of Bid validity specified in the Bid Documents or if the Bidder

- (s) fails to sign the contract.
- 29.6.5 In Pak Rupees;
- 29.6.6 Will be retained for completion contract period.
- 29.6.7 Performance guarantee will not be adjustable against any payment;
- 29.6.8 The contractor shall cause the validity period of the Performance Guarantee to be extended for such period(s) as the contract performance may be extended.
- 29.6.9 UET is not responsible to pay any interest / benefit on the amount submitted as Performance Guarantee against this tender that could accumulate in the same period by investing / depositing in any bank or any other such institution / organization;
- 29.6.10 The proceeds of the Performance Guarantee may be payable to the Procuring agency, on occurrence of any/ all of the following conditions:
If the contractor commits a default under the Contract;
If the contractor fails to fulfill any of the obligations under the Contract; If the contractor violates any of the terms and conditions of the Contract.
- 29.6.11 The successful bidder shall provide the sanitary workers within 15 days of signing of contract or the date given by the UET. The Contractor shall ensure that the services shall be provided complete in all respect. If it shall appear to the Procuring Agency that the services have been or are likely to be delayed by reason of incomplete provision or for any other reasons, it may require the Contractor at the expense of the Contractor to provide services to the procuring agency.

29.7 Payment

- 29.7.1 The Contractor shall provide invoice with all inclusive of taxes, on monthly basis.
- 29.7.2 The Procuring Agency shall pay the amount verified as per PPRA Rules of successful provision of services. The Procuring Agency shall make payment for the service provided, to the Contractor, as per Government policy, in Pak Rupees, through cheque. If there is delay in payment due to any unavoidable circumstance/reason, the contractor shall not ask for any additional benefit/payment.
- 29.7.3 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.
- 29.7.4 The Procuring Agency will not be responsible for any erroneous calculation of tax rates. However, any change in rates or structure of applicable taxes after bid submission date shall be adjusted in the rate and shall be borne by the Bidder.
- 29.7.5 The successful bidder shall furnish an undertaking to effect that contractor has paid minimum wages as per govt. policy.

29.8 Rate

The Contractor shall not charge rates for the services rendered and for other obligations discharged, under the Contract, varying from the rates quoted by the Contractor in the rate Schedule.

29.9 Contract Amendment

- 29.9.1 The Procuring Agency may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need / requirement in the light of prevailing rules and regulations.
- 29.9.2 The Contractor shall not execute any Change until and unless the Procuring Agency has allowed the said Change, by written order served on the Contractor.
- 29.9.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 29.9.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the Contractor
- 29.9.5 The procuring agency can go for repeat orders as per Rule 59 (c) (iv) Direct contracting: a procuring agency shall only engage in direct contracting if any of the following conditions exist: Repeat orders not exceeding fifteen percent of the original procurement;

29.10 Assignment / Subcontract

- 29.10.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring agency's prior written consent.
- 29.10.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the task under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the task under the contract.

29.11 Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Procuring agency, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Procuring agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

29.12 Liquidated Damages

That any penalties/fine if imposed by UET administration for misconduct, theft or damage caused to University property by the company/Firm/Contractor etc. or his Sanitary Worker/supervisor on unsatisfactory performance of the deployed sanitary worker/supervisor, shall be borne by the company/firm/contractor etc. The amount of penalties/ fine etc. may be deducted from the monthly bill.

UET might also blacklist and debar the contractor from participating in public procurements in case of unnecessary delay in the execution of contract or on provision of unsatisfactory/unprofessional quality of services.

29.13 Blacklisting

The Procuring agency may, for a specified period, debar a bidder or contractor from participating

in any public procurement process of procuring agency, if the bidder or contractor has:

- (a) Acted in a manner detrimental to the public interest or good practices;
- (b) Consistently failed to perform his/her obligation under the contract;
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any corrupt practice.

29.14 Termination for Default

29.14.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract/ violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, the Procuring agency may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

29.14.2 If the Procuring agency terminates the Contract for default, in whole or in part, the Procuring agency may procure, upon such terms and conditions and in such manner, as it deems appropriate, Services similar to those unprovoked. However, the Contractor shall continue performance of the Contract to the extent not terminated.

29.15 Termination for Convenience

29.15.1 The Procuring agency may, at any time, by written notice served on the Contractor for period of one month, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

29.15.2 The services, which are complete or to be completed by the Contractor, within five working days after the receipt of such notice, shall be accepted by the Procuring agency. For the remaining Services, the Procuring agency may elect:
To have any portion thereof provided; and / or

To cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, together with a reasonable allowance for overhead and profit.

29.16 Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Procuring agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor with serving fifteen days' notice.

29.17 Force Majeure

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes,

but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

29.17.1 The Contractor shall not be liable for blacklisting for future Bids, if and to the extent his failure / delay in performance / discharge of obligations under the Contract is the result of an event of Force Majeure.

29.17.2 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring agency, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring agency in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29.17.3 Force Majeure shall not include:

Any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor

Any event which a diligent Party could reasonably have been expected to both

Take into account at the time of the conclusion of this Contract and

Avoid or overcome in the carrying out of its obligations here under.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

29.18 Dispute Resolution

29.18.1 The Procuring agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

29.18.2 If after thirty working days, from the commencement of such informal negotiations, the Procuring agency and the Firm have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to Arbitration Committee, which will be constituted by Vice Chancellor UET with one representative of the Firm. The decision of Arbitration Committee shall be final and binding on both the parties.

29.19 Statutes and Regulations

29.19.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

29.19.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring agency indemnified against all penalties and liability of any kind for breach of any of the same.

29.20 Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income tax to the concerned authorities of Income Tax.

29.21 Contract Cost

The Contractor shall bear all costs/ expenses associated with the preparation of the Contract and the Procuring agency shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

29.22 Authorized Representative

- 29.22.1 The Procuring agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 29.22.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Procuring agency or the Contractor.
- 29.22.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 29.22.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though the Principal had given it.
- 29.22.5 If the Contractor questions any decision or instruction of the Authorized Representative of the Procuring agency, the Contractor may refer the matter to the Procuring agency who shall confirm, reverse or vary such decision or instruction.

29.23 Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

APPENDIXS

APPENDIX-A

(WILL BE ATTACHED WITH TECHNICAL PROPOSAL)

BID SUBMISSION FORM

[Location, Date]

To

Vice Chancellor
University of Engineering &
Technology
G.T Road Baghbanpura, Lahore

Dear Sir,

We, the undersigned, offer to provide the _____(Insert title of assignment) _____ in accordance with your Bidding Document No. _____ dated _____(insert date) ____.

Our Bid shall be binding upon us up to the expiration of the validity period of the Bid, i.e. for a period of six months.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bid Document.

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

We remain,

Yours sincerely,

Authorized Signature (Original) (In
full and initials)

Name and Designation of Signatory

Name of Firm

Address

APPENDIX -B
(WILL BE ATTACHED WITH TECHNICAL PROPOSAL)

To be submitted on legal stamp paper of Rs. 100/- with Technical Proposal

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information/ documents.

We undertake that our firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

Dated this _____ day of _____ 2023

Signature

(Company Stamp)

In the capacity of: _____

Duly authorized to sign bids for and on behalf of:

(Attestation by Notary Public/ Oath Commissioner)

APPENDIX -C
(WILL BE ATTACHED WITH TECHNICAL PROPOSAL)

FORMAT FOR COVERING LETTER

To

Vice Chancellor
University of Engineering & Technology
G.T Road Baghbanpura, Lahore

Subject: _____.

Dear Sir,

- a) Having examined the Bid document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- b) We undertake, if our proposal is accepted, to provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of 150 days (as per requirement) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _____ (insert name of the Procuring Agency) _____, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Stamp

APPENDIX-D

UNDERTAKING FOR MINIMUM WAGE RATE

To be submitted on legal stamp paper of Rs. 100/- with Technical Proposal

Dated _____

To

Vice Chancellor
University of Engineering & Technology
G.T Road Baghbanpura , Lahore

Subject: **Undertaking for Minimum Wages to Staff/Labor**

Respected Sir

It is undertaken that M/s _____ is currently practicing the undermentioned human resource policy and also will continue to practice the same in future under the contract named “_____”. Any non-compliance in below mentioned shall be headed towards the breach of contract.

1. Provision of minimum wage as notified by the Government of Punjab applicable for the period of Contract.
2. Child Labor is forbidden under the contract. Children under the age of 18 years will not be employed, as per the Pakistani law.
3. All labor laws including Social Security and EOBI etc. are applicable in the Contract and will remain the responsibility of the Service Provider.
4. Our firm NTN Number is _____ and it was established in _____

Note: All tender terms and conditions are accepted as laid down in the tender inquiry

Regards

Mr. _____

M/s _____

Lahore.

Note: This will be printed on stamp paper worth Rs. 100/-

APPENDIX-E

SERVICE LEVEL AGREEMENT (SLA) FOR JANITORIAL SERVICES

This Agreement (“Agreement”) is made at Lahore on this ____ day of ____ 2024.
By and Between

University of Engineering & Technology (UET) a statutory body located at G.T road Baghbanpura, Lahore (*hereinafter referred to as the Purchaser*) which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the First Part.

And

M/s. _____ a company incorporated under the Companies Act 2017 and having its registered office (*hereinafter referred to as the “Janitorial company”*, which expression shall, where the context so admits, include its successors in interest and permitted assigns) as Party of the Other Part. The UET and the Janitorial company shall hereinafter be referred to as the “Parties” collectively and the “Party” individually and interchangeably.

Whereas;

- a) The UET is desirous of acquiring professional janitorial services (“Services”) for a safe and secure working environment at its Office (s).
- b) The Janitorial company is a reputable and well experienced concern in similar industry and has the requisite expertise and adequate manpower to provide the Services as required by the UET.
- c) The Janitorial company represents and warrants that it is duly licensed and authorized by the Government of Pakistan for carrying out the Services as required by the UET.
- d) The Janitorial company has agreed to provide, and the UET has agreed to engage the Janitorial company for, the Services in accordance with the terms and conditions set forth in this Agreement

Now, therefore, upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as under:

1. Duration

This Agreement will become effective as of _____

DETAILS OF PAST EXPERIENCE

S/ N	Name, address and Phone No. of client/employer	Short description of work with year	Period of Services (Years, Months & Days)		
			From	To	Period
1)					
2)					
3)					
4)					
5)					
6)					
7)					
8)					
9)					
10)					
Total Experience (Years, Months and Days)					

Note: Verifiable Performance Certificates from all the Clients for each work mentioned above are mandatory to attach herewith, otherwise the experience will not be considered.

APPENDIX -G

Quoted rate Form

Description	Rate per Sanitary Worker	
	Rate in figures	Rate in words
Sanitary Worker		

- As per law, agreement of this procurement needs to be signed on non-judicial stamp paper. The bidder will be responsible to provide stamp paper with contract stamp amount.
- The service provider shall quote prices keeping in view the labor laws, minimum wage, all applicable taxes, specified by the Govt. of the Punjab including material used for sanitation.
- Rates should be quoted in Pak Rupees and strictly as per the format above. Bids quoted in formats other than the above format will be rejected. Applicable local taxes shall be paid over and above on actual basis on production of documentary evidence. UET will not be making any other payment except those mentioned in the commercial bid.
- The firm will observe the minimum wage rate of the Government. If firm fails it will lead to disqualify.

On company letter head with sign and stamped