



**GOVERNMENT COLLEGE UNIVERSITY
HYDERABAD**

TENDER DOCUMENT

FOR

BASED ON STANDARD BIDDING DOCUMENTS OF SPPRA

**HIRING/PROVIDING JANITORIAL SERVICES INCLUDING
NECESSARY CLEANING MATERIAL
AT
GOVERNMENT COLLEGE UNIVERSITY HYDERABAD.**



GOVERNMENT COLLEGE UNIVERSITY HYDERABAD

Address: Opposite Pinyari Police Station, Kali Mori, Hyderabad Sindh, Pakistan.
website: www.gcu.edu.pk, email: info@gcu.edu.pk
Ph: 022-2111877, Fax: 022-2111877

“SAY NO TO CORRUPTION”

No. & Dated: NIT/ GCUH/PC/1386

19th December, 2022

NOTICE INVITING TENDERS

All the interested Contractors / Firms meeting eligibility criteria, viz. having registration with Federal Board of Revenue (FBR) for Income Tax, Sales Tax Registration with the Sindh Revenue Board and are not black listed in any procuring agency or authority, are invited to participate in sealed percentage / item rate tender for the following work: **“Single Stage –One Envelope “bidding procedure shall adopt.**

S#	Name of Work	Tender Fee	Completion Time	Earnest Money	Date of issue	Date of Submission of Bids	Date of Opening Bid
1	Hiring/Providing Janitorial Services Including Necessary Cleaning Material at Government College University Hyderabad.	3,000	12 Months	2%	23-12-2022 to 06-01-2023 (09:00am to 04:00 pm)	06-01-2023 Up to 10:00 a.m.	06-01-2023 11:00 a.m

Instructions :

- Tender documents can be obtained against the written request on company letter head along with Proprietor’s CNIC copy or authorized nominee from the office of the **Project Coordinator, Government College University Hyderabad** with a pay order / demand draft as tender fee mentioned above (nonrefundable) in favor of **Director Finance, Government College University Hyderabad.**
- Tender documents can be downloaded from SPPRA website: www.pprasindh.gov.pk OR from University official website <https://www.gcu.edu.pk>.

The terms and conditions are given as under:-

- The Bidders should have at-least 03 years successful experience of similar nature projects in same service of any university or any reputable organization.
- The Bidders should have at-least Rs.3.00 (M) Annual Turnover which would be verified by bank statement of last three years.

The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 (Amended 2019) and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25” of said Rules.

Director Planning & Development
GC University, Hyderabad
Phone No. 022-2111877 Fax: 022-2111877
E-mail: p.c@gcu.edu.pk

NOTE FOR BIDDERS:

Bidder(s) must ensure that they submit all the required documents indicated in the Bidding Document without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bid Document are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder(s) for scrutiny. The Bidder(s) shall quote their prices inclusive of all applicable duties, taxes, transportation, logistic cost and all other expenses on free delivery to consignee's destination point i.e. Government College University Hyderabad.

All documents should be submitted by Bidder(s) duly paginated/flagged and the detailed of the documents should also be mentioned in front of the Index.

APPLICABILITY OF SINDH PUBLIC PROCUREMENT RULES-2010 (AMENDED FROM TIME TO TIME):

This Bidding Process will be governed under Sindh Public Procurement Rules-2010, as amended and enforceable at the time of issuance of Notice for invitation of Bids.

JANITORIAL SCHEDULE:

The Government College University Hyderabad hours of operation are 08:00 am to 05:00 pm, Five days a week. The Contractor must be able to provide a full range of cleaning / Janitorial Services before, during and after Authority working hours between 08:00 am to 05:00 pm. These hours may be subject to change every year , date & time to be communicated in advance.

3. TERMS & CONDITIONS OF THE BID:

3.1 DEFINITIONS:

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

- 3.1.1 “Authorized Representative”** means any person appointed in writing from time to time by the Procuring Agency or the Contractor for the subject project / services.
- 3.1.2 “Bidding Document”** means the document notified by the Procuring Agency for preparation of bid(s) in a uniform manner.
- 3.1.3 “Bid”** means a Bid, or an offer by a person, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to NIT by a Procuring Agency.
- 3.1.4 “Bidder”** means a person or entity who submitting a Bid; or who intends to submit a bid and is liable to substantially prove such intention.
- 3.1.5 “Bidding Process”** means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract.
- 3.1.6 “Confirmation”** means confirmation in writing.
- 3.1.7 “Contractor”** means a person, firm, company or organization or any entity that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the services.
- 3.1.8 “Contract”** means the contract proposed to be entered into between the Procuring Agency and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- 3.1.9 “Contract Price”** means the price payable to the Contractor along with all applicable taxes under the Contract for the full and proper performance of its contractual obligations.
- 3.2.0 “Calendar Days”** means days including all holidays.
- 3.2.1 “Fraudulent and Corrupt practices”** will have the same bearing and meaning as are defined in General Provision Part-I, in the Sindh Public Procurement Regulatory Rules-2010 (Amended from time to time).
- 3.2.3 “Government”** means Government of Sindh.
- 3.2.4 “GCC”** means the General Conditions of Contract contained in this Bidding Document.
- 3.2.5 “In Writing”** means communicated in written form e.g. by mail, e-mail or fax, delivered with proof of receipt.
- 3.2.6 “Lowest submitted Price”** means the lowest price quoted in a bid, which is otherwise not substantially responsive.
- 3.2.7 “Most Advantageous Bid”** means
- (i) a bid or proposal for goods, works or services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions as set out in the Bidding or Request for Proposals Documents; and
 - (ii) evaluated as the highest ranked bid or proposal on the basis of the cost or quality or qualification or any combination thereof, as specified in the Bidding Documents or Request for Proposals Documents which shall be in conformity with the selection techniques to be issued by the Authority.

- 3.2.8 “National Company or Firm”** any enterprise, firm or company set up or incorporated and registered under the Companies Act or a body corporate formed by, or under any law for the time being in force in Islamic Republic of Pakistan.
- 3.2.9 “Notice Inviting Tender (NIT)”** means the notice issued by a Procuring Agency through publication in the newspapers or through electronic means for the purpose of inviting bids.
- 3.3.0 “Open Competitive Bidding”** means a fair and transparent specified procedure defined under SPP Rules.
- 3.3.1 “Procuring Agency”** means the Government College University Hyderabad, or any other person/entity for the time being or from time to time duly appointed in writing by the Government College University Hyderabad, to act as Procuring Agency for the purpose of the contract.
- 3.3.2 “Project Name”**, means “Provision of Janitorial Services with Cleaning Material & Equipment for the Multi-Storey Building of Government College University Hyderabad”.
- 3.3.4 “Personnel”** means professionals and support staff provided by the bidder(s) that are assigned to perform the Task or any part thereof.
- 3.3.5 “Procurement Methods”** means any one of the procurement modes/methods as provided in the Sindh Procurement Rules-2010 (Amended from time to time) published by the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
- 3.3.6 “Proposal”** means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Bidder in response to NIT.
- 3.3.7 “Repeat Order”**, means Procurement of Additional quantities of the item(s) from the original contractor or supplier, where, after the items originally envisaged for the project have been procured through open competitive Bidding and such additional quantities of the same item(s) of goods are needed to meet the requirement of the project.
- 3.3.8 “Supplier”** means a person, firm, company or an organization that undertakes to provides services related thereto, other than consulting services, required for the contract.
- 3.3.9 “Substantially Responsive Bid”**, means the Bid that contains no material differences or Deviations from or reservations to the terms, conditions and specifications given in the Bidding Document.
- 3.4.0 “Services”** means the tasks to be performed by the bidder(s) pursuant to the Contract as listed under _____.
- 3.4.1 “SCC”** means Special Conditions of the Contract.
- 3.4.2 “Taking-over Certificate”** means the certificate to be issued by the Procuring Agency to the Contractor, to perform the Task in accordance with the Contract.

4. BIDDER ELIGIBILITY:

- 4.1 Eligible Bidder is a firm or company who has a company setup or incorporated in Pakistan, has not a Joint Venture / Consortium Bidders, has required relevant experience, has valid Tax & other legal authorizations in Pakistan and has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment as well as provider of Janitorial Services as mentioned vide as per Schedule of Requirement at and also conforms to the clause of “Responsiveness of Bid”.

5. BID COST:

- 5.1 The Bidder(s) 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 the any costs/expenses.

6. TAXES & DUTIES:

- 6.1 The quoted Bid rates should be inclusive of all applicable Taxes payable to the Federal & Provincial Government or Local Bodies and will be deducted from the bill of the Contractor(s) / Supplier(s). If the Contractor(s)/Supplier(s) required Tax exemption facility regarding non-deduction of Advance Income Tax, the exemption certificate issued by the Authority concerned must be attached and on C.I.F basis a copy of Bill of Entry & Tax paid Challan copy should be attached with the Invoice.

7. CLARIFICATION ON THE CONTENTS OF BIDDING DOCUMENT:

- 7.1 The Bidder(s) who has obtained Bidding Document, may request for clarification of the contents of the Bidding Document in writing using the Primary Contact specified at Clause-2.5(a), provided they are received at least Five (05) Calendar days prior to the date of opening of Bid.

8. AMENDMENT IN THE BIDDING DOCUMENT:

- 8.1 The Procuring Agency may, at any time prior to the deadline for submission of the Bid(s), at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Document through an addendum, on account for any reason. All amendment(s), if any executed through an addendum or addenda, shall be part considered as part of the Bidding Document and binding on the Bidder(s).
- 8.2 The Procuring Agency shall notify the amendment(s) in writing to the all prospective Bidder(s) and through posting the same on the designated websites.

8.3 The Bidder(s) shall seal the Technical Proposal(s) in an envelope duly marked as under:-

[No. & Dated: NIT/ GCUH/PC/1386 19th December, 2022]

[Hiring/Providing Janitorial Services Including Necessary Cleaning Material
at Government College University Hyderabad.]

“DO NOT OPEN BEFORE (06-01-2023 11:00am)”

[Government College University Hyderabad]

[Name of the Bidder _____]

[Address of the Bidder) _____]

[Valid Phone & Fax No. of the Bidder _____]

[Valid E-mail Address of the Bidder, if any _____]

8.4 The Bidder(s) shall follow the same procedure while prepare Financial Proposal(s).

The Bidder(s) shall again seal the envelope of Financial Proposal(s), duly marking the envelope as under:

9. BID PRICE:

- 9.1** The quoted price shall be best/final/fixed in PAK Rupees inclusive of all taxes, duties, levies, insurance, freight, delivery etc. If not specifically mentioned in the Financial Bid(s), it shall be presumed that the quoted price is as per the above requirements and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation. Where no prices are entered against any item(s), the price of that material shall be deemed to have been distributed among the prices of other material, and no separate payment shall be made for that material(s). Each cost should be identified as unit price(s).

10. BID SECURITY:

- 10.1** The Bidder(s) shall furnish the Bid Security as under:

10.1.1 As part of Financial Bid(s) Envelope, failing which will cause rejection of Bid(s).

10.1.2 For a sum equivalent to 05% of the Total Bid Price in the form of a Call on Pay Order or Demand Draft in favor of the Director Finance Deposit or Government College University Hyderabad.

10.1.3 Denominated in PAK Rupees.

10.1.4 Have a minimum validity period of ninety (90) days effective from the date of opening of Technical Bid(s) which shall remain valid for a period of 28-Days beyond the validity date for the Bid(s) in order to provide the procuring Agency reasonable time to act or until furnishing of the Performance Security, whichever is later;

- 10.1.5** Any Bid not accompanied by it to the extent and in appropriate form as notified while inviting Bid or stated in the Bidding Document shall be rejected and treated as non-responsive. Furthermore, Bid Security for an amount smaller or for a period shorter than the one specified in the Data Sheet are not acceptable.

- 10.2** The proceeds of the Bid Security shall be payable to the Procuring Agency or Forfeiture, on the occurrence of any / all of the following conditions:-

10.2.1 If the Bidder(s) requests to withdraw his or its Bid(s) after opening but within the Bid Validity Period; or

10.2.2 Successful Bidder(s) fails to furnish the Performance Security; or

10.2.3 Successful Bidder(s) fails to sign the Contract; or

10.2.4 A Bidder(s) does not accept the correction of the quoted amount following the correction of arithmetic errors; or

10.2.5 A Bidder(s) has been found black listed by any Agency of Federal or Provincial Government.

- 10.3** The proceeds of the Bid Security shall be payable by the Procuring Agency on the occurrence of any / all of the following conditions:-

10.3.1 The Bid Security shall be released to the unsuccessful Bidder(s), once the contract has been signed with the successful Bidder(s) or Bid validity period has expired.

10.3.2 The Bid Security of the successful Bidder(s) will be returned, when the

Bidder(s) has signed the agreement and furnished the required Performance Security.

11. BID VALIDITY:

- 11.1** The Bid shall have a minimum validity period of (90) + (28) days effective from the date of opening of Technical Bid(s). The Procuring Agency may solicit the bidder's consent to an extension of the validity date of the Bid. The request and the response thereto shall be made in writing. If the bidder(s) agrees to extension of validity date of the Bid, the validity date of the Bid Security(s) shall also be suitably extended. The bidder(s) may refuse extension of validity period of Bid, without forfeiting the Bid Security.

12. MODIFICATION AND WITHDRAWAL OF THE BID(S):

- 12.1** The bidder(s) may, by return notice served on the Procuring Agency to modify or with-draw the Bid after Bid submission, provided that written notice of the modification or withdrawal is received by the Procuring Agency, prior to the dead line for submission of the Bid(s).

- 12.2** Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provision of Clause-17 (Opening of the Bid), with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. A withdrawal notice may also be sent by cable but must be followed by a signed confirmation copy.

- 12.3** The Bid(s), withdrawn after the deadline for submission for Bid(s) and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.

13. OPENING OF THE BID(S):

- 13.1** Bid(s) shall be submitted on the place, date, time and in the manner specified in the Bidding Document.

- 13.2** Sealed envelope(s) must be directed at the address notified in the Invitation to Bid, bearing the following identification:

13.2.1 Bid for (Name of Project);

13.2.2 Bid reference number;

13.2.3 On the reverse side to the address bear the name and address of the bidder, to enable the bid to be returned unopened in case it is declared "Late" or "non-responsive";

13.2.4 Caution "*DO NOT OPEN BEFORE (Insert Time and date for Bid*

- 13.3** All the prospective Bidder(s) shall be permitted to submit Bid(s) by post or by hand;

- 13.4** Bid(s) should be sealed and the envelope(s) shall contain all of the Bidding Document;

- 13.5** Bid(s) shall be dropped in the "***Tender Box***" or if the Bid(s) are large volumes or in envelopes that are large or thick, they may be directly received by an assigned Officer/Official of the procuring Agency;

- 13.5.1** If the Bidder(s) submit a bid(s) directly to the Officer/Official as assigned by Procuring Agency or if it is sent through either courier service or by post; the Officer on request from the Bidder(s) shall issue an acknowledgement of receipt stating the date and time;

- 13.5.2** If the outer envelope(s) is not sealed and marked as above, the procuring

agency will assume no responsibility for the misplacement or premature opening of the Bid(s);

- 13.5.3** All the Prospective Bidder(s) shall submit only one bid unless permitted to submit alternate bid as mentioned in the Bidding Document;
- 13.6** No bidder(s) or its representative shall be allowed to keep any digital device (i.e. video camera, audio recorder, cell phone etc.) during Bid opening at given time and location. ***Non-compliance will cause the rejection of respective bidder(s).*** conversations between the procuring Agency, its procurement committee and bidder(s) during the Bid Evaluation Process.

14. STAGES OF BID EVALUATION:

- 14.1** The Procuring Agency shall evaluate the Bid(s) under the three stages listed as follows:

14.1.2 Preliminary Screening: to (a) eliminate Bid(s), who fail to comply with the basic requirements of the Bidding Document and (b) Bidders who do not meet mandatory eligibility / Pre-requisite requirements as specified.

14.1.3 Detailed Evaluation: to determine whether Bid(s) are substantially responsive to the technical requirements stated in the Bidding Document and to eliminate Bid(s) which are non-responsive;

14.1.4 Financial Evaluation: to compare the cost(s) of responsive Bid(s) and determine the least cost bid(s).

- 14.2** The bidder with the most advantageous bid, but not necessarily the Lowest Submitted Price, shall be awarded the procurement contract, within the original or extended period of bid validity.

15. EVALUATION PROCEDURE:

- 15.1** All Bid(s) shall be evaluated in accordance with the Evaluation Criteria and other Terms & Conditions as set forth in the NIT and the Bidding Document. Bid(s) with any condition and the Bidding Document have been allured or omitted will not be entertained, and will be declared *non-responsive* and stand *rejected*.

16. CRITERIA FOR BID EVALUATION:

- 16.1** Most advantageous bid on each item i.e. Bid(s) or proposal(s) offered by the Bidder(s) that are meeting the eligibility or qualification criteria and other conditions specified in the Bidding document. Evaluation Criteria has been mentioned in Bidding Document.

17. DETERMINATION OF RESPONSIVENESS OF THE BID:

- 17.1** The Procuring Agency shall determine the substantial responsiveness of the Bidder and bid by the eligibility and the fact that bid has no Major deviations as mentioned below:

17.2 ELIGIBILITY:

22.2.1 The Bidder(s) shall registered with Tax Authorities;

22.2.2 The Bidder(s) shall not been black listed by any Procuring Agency;

22.2.3 There is no litigation against the Bidder(s);

22.2.4 The Bidder(s) shall not have a bankrupted;

17.3 MAJOR DEVIATIONS:

Major Deviations to the commercial requirements and technical specifications are the basis for the rejection of bid(s). Major Deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bid(s) that are compliant with the Bidding Document. Major Deviations include:-

- 17.3.1 Stipulating price adjustment when fixed price bid(s) were called for;
- 17.3.2 Failed to respond to specifications;
- 17.3.3 Failed to comply with Mile-stones/S.O.Ps/Critical dates including completion date provided in Bidding Document;
- 17.3.4 Sub - contracting contrary to the Conditions of Contract specified in Bidding Document;
- 17.3.5 The Bidder(s) refused to bear important responsibilities and liabilities allocated in the Bidding Document, such as Performance Guarantee;
- 17.3.6 The Bidder(s) taking exception to critical provisions such as applicable law, Taxes and Duties and dispute resolution procedures;
- 17.3.7 Bid Security(s) is of not required amount and source;
- 17.3.8 Bid(s) Validity is less than specified Period;
- 17.3.9 Bid(s) is submitted for incomplete Scope of Services;
- 17.3.10 Bid(s) indicates that material to be supplied does not meet the eligibility requirements or it is materially and substantially different from the Conditions / Specifications as required in Bidding Document;
- 17.3.11 The Bidder(s) refused to accept the arithmetic corrections.

18. MINOR DEVIATIONS:

- 18.4.1 The Bid(s) that offer deviations acceptable to the Procuring Agency, and which can be assigned a monetary value will be considered substantially responsive the issue of fairness. This monetary value shall however be added as an adjustment for evaluation purposes only during the detailed Evaluation Process.
- 18.4.2 The Bid(s) determined as not substantially responsive will be rejected from the Procurement Process & shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation. However, the Procuring Agency with its exclusive discretion may waive off any minor deviation or irregularity in the Bidder's Document.

19. CORRECTION OF ERRORS/AMENDMENT IN BID(S):

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

- 19.1.1 If there is any discrepancy between the amount in figures and the amount in words for the total Bid(s) Price entered in the Bid Form, the amount which tallies with the total Bid(s) Price entered in the Price Schedule, shall govern. If there is a discrepancy in the unit rate(s) and the total price entered in the price schedule, resulting from incorrect multiplication of the unit rate(s) by

the quantity, the unit rate(s) as quoted shall govern and the total price would be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate(s), in which case the total price as quoted shall govern and the unit rate(s) will be corrected. If there is a discrepancy in the actual sum of the itemized total prices and the total Bid(s) price quoted in the price schedule, the actual sum of the itemized total prices will be govern. The Bid(s) price as determined after arithmetic correction shall be termed as the corrected Bid(s) price which shall be binding upon the bidder(s). Adjustment will be based on corrected Bid(s) Price. The price determined after making such adjustments will be termed as evaluated total Bid(s) price. The bidder(s) shall rate the Bid(s) price for the payment terms outlined in the conditions of contract which will be considered for the evaluation of the Bid.

- 19.1.2** The Bid(s) must be free from erasing, cutting and over-writing. In case of erasing, cutting and over-writing, Authorized Signatory Person should initial it duly stamped, else the offer will not be entertained and will be rejected by the Procurement Committee.

20. REJECTION OF THE BID(S):

- 20.1** The Procuring Agency may reject any or all Bid(s), cancel/annul the Bidding process at any time prior to the award of Contract subject to the provision of SPP Rules, 2010.
- 20.2** The Bid(s) will be rejected if it finds at any time, that the information submitted by the Bidder(s) / Service Provider(s) or contractor concerning his qualification and professional, technical, financial, legal or managerial competence as supplier or contractor, was false and materially inaccurate or incomplete or;
- 20.2.1** Substantially non-responsive; or
 - 20.2.2** Submitted in other than prescribed formats, forms, annexures, schedules, charts, drawings, documents by other than specified mode; or
 - 20.2.3** Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
 - 20.2.4** Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 20.2.5** The bidder(s) submits more than one Bid(s) or alternate Bid(s); or
 - 20.2.6** The bidder(s) refused to accept the corrected total bid(s) price; or
 - 20.2.7** The bidder(s) has conflict of interest with the Procuring Agency; or
 - 20.2.8** The bidder(s) tries to influence the Bid evaluation / Contract award; or
 - 20.2.9** The bidder(s) engages in corrupt or fraudulent practices in competing for the Contract award.
- 20.3** There is any discrepancy between Bidding Document and bidder's proposal i.e. any major deviations or irregularity in the submitted bid(s).
- 20.4** The Bidder(s) submits any financial conditions as part of their bid(s) which is not in conformity with Bidding Document.

21. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- 21.1** The Procuring Agency may increase or decrease, the quantity of procured services/material by 15% without any change in Unit Price ***or*** other terms & conditions. The quoted rates once offered by the Bidder(s) will not be changed during the Contract Period.

22. LETTER OF INTENT:

- 22.1** The Procuring Agency shall issue a letter of Intent to the successful Bidder(s), prior to the expiry of the validity date of the Bid(s), which shall constitute a contract, until execution of the formal Contract. Upon the successful Bidder's furnishing of the Performance Security, the Procuring Agency will promptly notify each unsuccessful Bidder(s) & will Discharge its Bid Security.

23. PERFORMANCE SECURITY:

- 23.1** The successful Bidder(s) shall deposit the requisite Performance Security as under:

- 23.1.1** Within Seven (07) Working Days after the receipt of the letter of intent from the Procuring Agency;
- 23.1.2** In the form of Deposit at Call or Pay Order or Demand Draft issued by a Scheduled Bank in Pakistan or from a Foreign Bank duly by a Scheduled Bank in Pakistan, as per the format provided in the Bidding Document or as prescribed in regulations vide mentioned at; _____
- 23.1.3** For a sum equivalent to **05%** of the contract value;
- 23.1.4** Denominated in Pakistani Rupees;
- 23.1.5** Have a validity period of One Year i.e. (12) Months, starting from the date of submitting of Performance Security, whichever is later;

- 23.2** The proceeds of the Performance Security shall be forfeited by the Procuring Agency, on the occurrence of any/all of the following conditions:

- 23.2.1** If the contractor(s) commits a default under the contract;
- 23.2.2** If the contractor(s) fails to fulfill any of the obligations under the contract;
- 23.2.3** If the contractor(s) violates any of the terms and conditions of the contract;
- 23.2.4** The contractor(s) shall cause the validity period of the performance security to be extended for such period as the contract performance may be extended to cover defects liability period. The Performance Security will be returned after approval of competent authority i.e. DF to _____, Government College University Hyderabad to the Contractor(s) after the expiry of its validity on written request from the Contractor(s).

24.STAMP DUTY:

- 24.1** Successful Bidder(s) shall be liable to pay Stamp Duty (as applicable under the Stamp Duty Act 1899, as amended from time to time) duly stamped on the Contract Agreement & Assessment which may be levied in respect of the required services.

25.BLACK LISTING OF BIDDER(S):

- 25.1** The following will result in blacklisting of supplier(s) / Contractor(s) individually or collectively as part of partnership:-
- 25.1.1** Conviction for fraud, corruption, criminal misappropriation, theft, forgery, bribery or any other criminal offence;
 - 25.1.2** Involvement in corrupt and fraudulent practices while obtaining or attempting to obtain a procurement contract;
 - 25.1.3** Final decision by a court or tribunal of competent jurisdiction that the Bidder(s) is guilty of tax evasion;
 - 25.1.4** Willful failure to perform in accordance with the terms of one or more than one contract;
 - 25.1.5** Failure to remedy underperforming contract, as identified by the procuring agency, where underperforming is due to the fault of the Bidder(s).

26. CONTRACT:

- 26.1** The Procuring Agency shall, after issuance of Letter of Intent issue a draft of contract provided in the Bidding Document, to the successful bidder(s). Within Seven (07) working days of the receipts of such contract, the Bidder(s) shall duly sign along with seal emboss and date the contract and return it to the Procuring Agency.

27. SITE VISIT:

- 27.1** The Bidder(s), at the their own expenses, responsibility and risk, is encouraged to visit and examine the Site for required Services and its surroundings and obtain all information that may be necessary for preparing the Bid(s) and entering into a contract for the required Janitorial Services.

28.ORIGIN OF MATERIAL/CONSUMABLES:

- 28.1** Unless otherwise indicated in the Bidding Document, there is no restriction on the origin of goods/consumables other than those prohibited by a Provincial or Federal Governments.

29.TIME LINE FOR COMMENCEMENT OF JANITORIAL SERVICES:

- 29.1** The required Janitorial Services shall be started by the successful Bidder within Seven (07) working Days from the date of issuance of Taking-over Certificate issued by the Procuring Agency. The Janitorial Services required at the Procuring Agency's Premises located in Government College University Hyderabad.

30.DURATION FOR SCOPE OF JANITORIAL SERVICES:

- 30.1** The duration of the Janitorial Services shall be **One (01) Year** from the date of signing of Service Agreement, provided that the continuation of the Service Agreement for the 2nd & 3rd year will be subject to the satisfactory performance of the Janitorial Firm / Service Provider with Annual Increments of 10% Or Mutual Agreement.

31.PROCESS TO BE CONFIDENTIAL:

- 35.1** Information relating to the examination, clarification, evaluation and comparison of Bid(s) and recommendations for the award of a Contract shall not be disclosed to Bidder(s) or any other person(s) not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder(s) to influence the Procuring Agency's processing of Bid(s) or award decisions may result in the rejection of his Bid.

32.GRIEVANCES MECHANISM:

- 32.1** Redressal of Grievances & settlement of Dispute will be as per Rule-31 of SPP Rules-2010. (Amended from time to time).

TERMS & CONDITIONS OF THE CONTRACT

SERVICE AGREEMENT FOR

**HIRING/PROVIDING JANITORIAL SERVICES INCLUDING
NECESSARY CLEANING MATERIAL AT GOVERNMENT
COLLEGE UNIVERSITY HYDERABAD.**

DATED AS OF () () ()

Between

GOVERNMENT COLLEGE UNIVERSITY
HYDERABAD, GOVERNMENT OF SINDH

(As Authority)

AND

(Name of the Bidder)

(As Contractor)

I-SERVICE AGREEMENT FORMAT

This Agreement is made at Hyderabad on this the [***] day
of _____, (Year) _____
(The “Signing Date”);

BETWEEN:

(1) The GOVERNMENT COLLEGE UNIVERSITY HYDERABAD, acting through the having its Project Office , Government College University Hyderabad, (hereinafter referred to as the “Authority / GoS”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), of the one part;

AND

(2) M/S. _____, a company registered under the Companies Ordinance, 1984 of Pakistan, having its registered office at _____, _____, Pakistan (hereinafter referred to as the “Contractor/Service Provider”, which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, permitted assigns and substitute), of the other part;

(The Authority / GoS and the Contractor /Service Provider shall collectively be referred to as the "Parties" and individually as the "Party").

WHEREAS:

(1) The Authority, desires to improve the Cleaning Services to keep up the Government College University Hyderabad in a clean & hygienic condition for the Officers / Officials of Government College University Hyderabad in alignment with the requirements of the latest Procedures. The Authority aims to significantly improve the cleaning & germs free environment due to recent pandemic of DENGI/MATERIA/COVID-19, and equity of access to the staff for enjoy safe & healthy working environment.

(2) On _____, a Notice Inviting Tender (the “NIT”) was issued by the Authority to prospective bidders for, inter alia, inviting submission of bids for the provision of Janitorial Services with cleaning material & equipment for the Multi-Storey building of Academic Department, Government College University Hyderabad After the Technical Evaluation of the bids and the subsequent Financial Evaluation by the Procurement Committee constituted for the Project, the Contractor was found to be the successful bidder in terms of the Bidding Document. Therefore, after the approval of the competent authority, i.e. VC to GCUH, Department, the Letter of Award / Acceptance (LoA) was issued to the Contractor dated _____, 2022.....

(3) For this Purpose, the Authority has agreed to enter into this Agreement with the Contractor for the execution of the Project, subject to and on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

DEFINITIONS:

- 1.1.** In this Agreement, the following words and expression shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:
- 1.1.1** “Agreement” means this Agreement, its Recitals, and the Annexes hereto, and any amendments thereto made in accordance with the provisions contained in this Agreement;
 - 1.1.2** “Agreement Period” shall have the meaning ascribed thereto under Section 2.2.1 of this Agreement;
 - 1.1.3** “Applicable Standards” means the standards, requirements, criterion and timelines (as applicable) in line with the Good Industry Practices and as set out in relation to and applicable to Services and the performance by the Contractor of their respective obligations under this Agreement (including all Annexes attached hereto);
 - 1.1.4** “Project Cost” means the cost quoted by the Contractor in its financial bid amounting of Rs. _____ of total Fifteen (15) Janitors Including Cleaning Material / Consumables and cleaning equipment as was provided in the Bidding Document;
 - 1.1.5** “Authority” shall have the meaning attributed thereto in the array of Parties herein above;
 - 1.1.6** “Authority Remedial Action Notice” shall have the meaning ascribed thereto in Section 12.2.1;
 - 1.1.7** “Conditions Precedent” shall have the meaning ascribed thereto in Section 2.3.1;
 - 1.1.8** “Contractor / Service Provider” shall have the meaning attributed thereto in the array of Parties hereinabove;
 - 1.1.9** “Contractor Remedial Action Notice” shall have the meaning ascribed thereto in Section 12.3.1;
 - 1.2.0** "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - 1.2.1** "Collusive Practice" means collusion between two or more Parties for the purpose of bid rigging or simulating competition, in connection with the Bid and/or the award of this Concession to the Contractor;
 - 1.2.2** “Consumables” means the cleaning material /items provided & used by the Contractor on Monthly, Quarterly, Half yearly and Yearly Basis in accordance with the quantities specified at under this Agreement.
 - 1.2.3** “Effective Date” means the date, which shall not be later than Fifteen (15) days from the Signing Date, unless mutually extended by the Parties, on which all the Conditions Precedent are fulfilled, deferred or waived.
 - 1.2.4** “Authorized Person” mean the officer of Authority appointed in writing from time to time by the Authority for the subject project /services.
 - 1.2.5** “Expiry Date” means the last day of the Three (03) Years starting from the Effective Date;
 - 1.2.6** GCUH , Means Government College University Hyderabad.
 - 1.2.7** “Force Majeure Event” shall have the meaning ascribed thereto under Section 10

of this Agreement;

- 1.2.8** "Fraudulent Practice" means any action or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- 1.2.9** "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards, as may change from time to time, and which would reasonably and ordinarily be expected to be used by a skilled and experienced Janitorial Company engaged in the provision of Janitorial services of the type and size similar to the Project.
- 1.3.0** "Government Authority (ies)" means the Authority, any local Government or any other ministry, Governmental Department, Commission, Board, Body, Bureau, Agency, Authority, Instrumentality, Inspectorate, Statutory Corporation or Body Corporate over which the Authority exercises control, court or other Judicial or Administrative Body or Official or Person, having jurisdiction over the Contractor, the Project or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of the Agreement;
- 1.3.1** "Identity Card" means a temper-proof plastic card mentioning the complete details of Janitor including the name, age, CNIC number, address, validity of the card and any other relevant details; which will be used as an identity during Janitorial working hours at the Authority premises;
- 1.3.2** "Key Performance Indicators" or "KPIs" mean the Key Performance Indicators that have been developed "Key Performance Indicators" or "KPIs" mean the key performance indicators that have been developed by the Authority to measure the performance of the Contractor / Service Provider against the Services to be performed by the Contractor under this Agreement, as set out in (Key Performance Indicators).
- 1.3.3** "Material Adverse Effect" means the effect of any act or event which materially and adversely affects the ability (Financial or otherwise) of a Party to exercise its material rights or perform any of its material obligations under and in accordance with the provisions of this Agreement.
- 1.3.4** "Parties" means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually.
- 1.3.5** "Performance Security" means a First demand irrevocable and unconditional guarantee, issued by a scheduled bank in Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favour of the Director Finance Government College University Hyderabad, ., in the form of a Demand Guarantee / Pay Order / the payment to the Authority of an amount equal to Five (05%) Percent of total Contract Cost.
- 1.3.6** "Remuneration" means the monthly charges to be paid to the Contractor / Service Provider by the Authority, against the services, as quoted by the Contractor in its financial bid.
- 1.3.7** "Project" shall have the meaning attributed thereto in the Recitals above.
- 1.3.8** "Remedial Period" means:
- (a) in respect of a Contractor Event of Default, the period commencing on the date of receipt by the Contractor of the Authority Remedial Action Notice and expiring on the date falling Thirty (30) days thereafter;

(b) in respect of a Authority Event of Default, the period commencing on the date of receipt by the Authority of the Contractor Remedial Action Notice and expiring on the date falling Thirty (30) days thereafter.

1.3.9 “Sanctionable Practice” means any Corrupt Practice, Fraudulent Practice or Collusive Practice.

1.4.0 “Scope of Service(s)” shall mean the scope of services, as set out of this Agreement.

1.4.1 “Service(s)” means the Janitorial Services provided by the Contractor in accordance with the Scope of Services and provisions of this Agreement.

1.4.2 “Signing Date” means the [* *] day of, 2022.

1.4.3 “Termination Date” means the date on which this Agreement hereunder is terminated by a Termination Notice; and

1.4.4 “Termination Notice” means a notice issued by a Party to the other Party terminating the Agreement in accordance with the terms hereof.

2. EFFECTIVENESS, DURATION, AND CONDITIONS PRECEDENT:

2.1 EFFECTIVENESS OF THIS AGREEMENT:

2.1.1 This Section 2 shall come into force on the Signing Date. The other provisions of this Agreement shall come into force on the Effective Date and end on the Expiry Date or the Termination Date, whichever comes earlier.

2.2 DURATION OF THE AGREEMENT:

2.2.1 The Agreement shall be for the duration of One (01) Year from the Effective Date unless otherwise terminated earlier by either Party in accordance with the provisions of this Agreement; (the Agreement Period). Provided that the continuation of the Agreement for the 02nd & 03rd Year will be subject to compliance of satisfactory KPIs performance report.

2.3 CONDITIONS PRECEDENT:

2.3.1 The Contractor and the Authority shall satisfy or procure the satisfaction of their respective Conditions Precedent as soon as reasonably possible and in any event within Ten (10) working days of the Signing Date, which may be mutually extended by the Parties (the Conditions Precedent).

2.3.1.1 The Conditions Precedent to be satisfied by the Contractor are as follows:

(a) The Contractor has submitted to the Authority certified true copies of all resolutions adopted by the management of the Contractor duly authorizing a specified person or persons to execute this Agreement on behalf of the Contractor; and to undertake all other acts specifically relating to the Agreement, as contemplated by this Agreement.

- (b) The Contractor has provided the Performance Security to the Authority, which shall be effective and valid for at least Twenty Eight (28) days beyond the Expiry Date.
- (c) The Contractor has submitted the details of Janitors / Supervisor with their names, CNIC numbers, mobile numbers who may be deployed at Authority Premises during the Contract period; and
- (d) The Contractor has also issued Identity Cards to the Janitors / Supervisor at time of deployment of Janitorial staff at Authority Premises.
- (e) The Contractor shall provide proper Uniform with name badges to the Janitorial staff including Supervisor at the time of taking-over the Authority Premises.
- (f) The Contractor shall submit Police verification & Medical Fitness Certificate in respect of each Janitor to be deployed at the Authority Premises.

2.3.1.2 The Conditions Precedent to be satisfied by the Authority are as follows:

- (a) The Authority will provide a space to the contractor for keep the Cleaning / Machinery Equipment and other consumables used in sanitation work / Janitorial work during the Agreement Period.

3. GRANT OF SERVICES AGREEMENT:

3.1 In consideration of the Contractor's obligations contained in this Agreement and relying on the Contractor's warranties contained herein, the Authority, subject to the terms of this Agreement, hereby grants to the Contractor and authorizes it, for the duration of the Agreement Period, to implement and execute the Project and to exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement

4. OBLIGATIONS OF THE AUTHORITY:

4.1 The Authority hereby agrees and undertakes that:

- (a) The Authority shall bear the cost of remuneration payable to the Contractor on monthly basis up till the Expiry Date or the Termination Date, whichever comes earlier, in terms of Section 9 (Monthly Remuneration Charges).
- (b) The Authority shall pay the remuneration to the Contractor on a monthly basis in accordance with the government procedures and disbursement mechanisms.
- (d) The Authority shall support, cooperate with and facilitate the Contractor in the implementation of the Project in accordance with the provisions of this Agreement.
- (e) The Authority shall monitor and inspect the performance of the Contractor.
- (f) Routine Notices / Instructions (usually oral) will be given by the Authorized Officer of the Authority. The Contractor shall be obliged to carry out the same fully.
- (g) The Authority shall not be responsible for any loss, breakage or theft of Contractor's material or Machinery Equipment.

- (h) The Authority shall not charge any amount from the Contractor for the water and electricity being provided for Sanitation / Janitorial Activities under this Contract.
- (i) The Authority shall not pay any compensation in respect of any injury or death caused to the Janitors of the Contractor. It will be the sole responsibility of the Contractor.
- (j) Any financial liability arising to the Authority under this contract shall be deducted from the bills of the Contractor and if the full amount will not recovered than the same shall be recovered from the Performance Security of the Contractor. There would be no liabilities of any kind on the Authority towards the Janitors of the Contractor.

5. OBLIGATIONS OF THE CONTRACTOR:

5.1 The Contractor hereby agrees and undertakes that:

- (a) The Contractor shall provide the Services to the Authority in accordance with the Scope of Services herein mentioned at **Annexure-I** and the Terms and Conditions set out under this Agreement.
- (b) The Contractor shall perform its obligations under this Agreement in accordance with the Applicable Standards and Good Industry Practices. During the Agreement Period, the Contractor shall provide the Services to the Authority on a Twelve (12) hours per day, from 07:00 am to 07:00 pm, Monday to Saturday, per year basis in accordance with the Scope of Services, the Applicable Standards and Good Industry Practices. The operational hours of Janitorial Services may subject to change every year during the Budget preparation days, date and time communicated to the Contractor in advance by the Authority & the Contractor shall bound to follow such directions in accordance of the Authority's requirements.
- (c) Arrangement of Staff / material required to execute the services shall be the responsibility of the contractor. All personnel employed by the contractor shall always remain employees of the Contractor for all intents & purposes. The Contractor alone shall be liable for any dispute which may have any sort of legal repercussions in a court of law and the Authority shall be kept indemnified on this account at all times.
- (d) In case of any injury / accident of Contractor's staff, damage of material, equipment etc. the Contractor shall be responsible to bear all the expenses / losses as long as the loss is due to his negligence. If, it is a result due to the negligence of the Authority than the Authority shall be duly compensated for its losses.
- (e) Contractor's staff during operational hours must follow all the necessary procedures and must abide rules and regulations called out by the Authority or as conveyed to the Contractor by the Authority.
- (f) The Contractor shall be responsible for the conduct of his staff and in the case of complaint against any Janitor instructed orally or written by the Authorized Officer of the Authority, the Contractor shall suitably takes disciplinary action against the respective delinquent within the same day.
- (g) The Contractor shall not change or remove any Staff/Janitor deputed under this Agreement without prior approval of the Authority.
- (h) The Contractor shall ensure that the Janitors so deployed do not allow any property / Physical Assets of the Authority to be taken outside of the Authority Premises

without getting a proper Gate pass issued by the Authorized Officer of the Authority.

- (i)** The Contractor shall adhere to the KPIs in provision of the Services under the Agreement, and shall provide an Annual Report to the Authority, stating the level of fulfillment against each KPI during a particular year.
- (j)** The Contractor shall be responsible for all Government Taxes, Duties and Levies including Local Government Taxes during the term of this Agreement.
- (k)** The Contractor shall use the logo of the Authority along with its own logo in all official publications including but not limited to signboards, letter head and official cards, and in any course of events organized in connection with the Project under this Agreement.
- (l)** The Contractor shall maintain a record of financial transactions and accounts in such manner as is required under applicable Laws and Applicable Standard.
- (m)** The Contractor shall not assign rights or delegate obligations to any other party under this Agreement, without prior written consent of the Authority.
- (n)** The Contractor shall ensure:
 - (i)** Only the Designated Officers as identified by the Authority shall have the right to visit the office of the Contractor at mutually agreed time and the Contractor shall facilitate such visits and shall take due notice of any action on the written observations made during their visits, under intimation to the Authority.
 - (ii)** Only the Designated Officers as identified by the Authority shall have the right to inspect any and/or all administrative and financial records, oral or written, of the Project at mutually agreed time and the Contractor shall facilitate such inspections and shall take due notice of any action on the written observations made during their inspection visits, under intimation to the Authority.
- (o)** The Contractor's Head of Housekeeping and Head of Operations shall visit the Authority's premises atleast twice in a month and also meet the Authority's Head as well as Authorized Officer of the Authority to address any issues which may have arisen under this agreement.

- (j) Ensuring presence of the Staff / Janitors at their respective Duty place from operational hours and the completion/compliance of the various duties assigned to them.
- (k) To help induce a sense of responsibility, discipline and hygiene in all Employees of Authority.
- (l) To create self-awareness in the Janitors under his control.
- (m) Basically he will be overall Janitors Supervisor.
- (n) He will report from time to time to the Authorized Officer of the Authority for Quality maintenance.
- (o) The Authorized Officer of the Authority shall monitor the supervisor performance and Audit quality checks from time to time.
- (p) The supervisor, as the case may be shall make available the tools, cleaning equipment, supplies and materials related to Janitorial Services and their control records / documents, at any time for inspection /review by the Authorized Officer of the Authority.

5.2.1 During Project Implementation:

5.2.2 Activity Plans:

- (a) Weekly Work Activity Plan – to be submitted every Monday by the Contractor to the Authorized Officer of Authority.
- (b) Work Program for general cleaning and other related Janitorial Services – to be submitted every Friday by the Contractor to the Authorized Officer of Authority.
- (c) Accomplishment Report of the General Cleaning Works – to be submitted every Monday by the Contractor to the Authorized Officer of Authority.
- (d) Monthly Inventory Report of Janitorial tools, Consumables and Cleaning Equipment – to be submitted every first week of the succeeding month.

5.2.3 Reporting Activity:

- (a) The Contractor shall report daily to the Authorized Officer of the Authority in respect of the whole day work and take instruction every day from him for the work on a Book/ Register maintained by the Contractor exclusively for this purpose. He shall preserve the said book and produce the same as and when required.
- (b) The Contractor should approach the Authorized Officer of the Authority every day for submitting the report on the status of sanitation.

- (c) The Contractor should be available to the Authority's Premises during services operational hours and must carry a mobile/Cellular Phone.

5.2.4 Supplies & Other Equipment to be provided:

- (a) All consumables / material including disinfectants deodorants, detergents, pesticides antiseptics, Vim, Glass Cleaning and Liquid Polishing material. Dettol, Phenyl, Caustic and Naphthalene balls etc. as shown in **Annexure-II** under this Agreement and any other material required for said Janitorial Services and as directed by Authority. All such materials / Consumables must be Standard Specification and shall be arranged & provided by contractor during the tenure of this Agreement.
- (b) Cleaning Equipment and appliances as shown in **Annexure-III** under this Agreement and any other tool and plant as directed by the Authority shall be arranged by the Contractor.
- (c) The Contractor must have use the modern cleaning appliances / Equipment under this Agreement.
- (d) The Janitors as shown under this Agreement at **Annexure-IV** are the physical presence for duty. The Contractor has to provide the reliever extra for adjustment of weekly holiday and other holidays as entitled by the Janitors.
- (e) Sufficient number of uniforms would have to be provided by the Contractor to the Janitors, so that the Janitors are never been without uniform during services operational hours. It should be strictly monitored by the Contractor.
- (f) The cost of replacement, repair and maintenance of all Tools, Devices and Equipment required for Janitorial Services as shown at **Annexure-III** under this Agreement shall be borne by the Contractor itself. The Authority will no way responsible for such kind of expenditures.

5.3 WAGES DISTRIBUTION:

- 5.3.1** Up to 01st week of every month, the wages must be paid by the Contractor to its Janitors deputed at Authority Premises. The payment of wages will be done through Bills, muster rolls with tax deduction Challan of individual Janitor and proof of wages disbursement must be submitted for claiming monthly remuneration charges along with deployment chart. The Authority's cleaning work however should in any way be not disturbed on account of wage disbursement. Pay slip must be issued to each Janitor with all relevant details including his / her Tax deduction etc. by the Contractor.
- 5.4.2** Any other Act, Rules or Legislation, which may govern the nature of the contract and / or being issued by Government Authorities from time to time.

6. PENALTY CLAUSES:

6.1 The Contractor shall be inspected by an Authorized Officer of the Authority. In case of non-performance of the services under this Agreement, Financial Penalty for each such default shall be imposed as under:

- (a) If the Janitors are not found in proper uniform during services operational hours, a fine of Rs. 500/- per instance shall be deducted from Contractor's running Invoice.
- (b) If the Janitors are found indulging in smoking / drunk or involve in taking any kind of drugs or similar kind of things during duty hours a penalty of Rs. 500/- per instance shall be deducted from Contractor's running Invoice and such Janitor(s) shall not be allowed to enter in the Authority Premises in future.
- (c) If the Janitors are found sleeping during duty hours a penalty of Rs. 500/- per instance shall be deducted from Contractor's running Invoice.
- (d) If the Janitors are found missing from the place of duty, for any reason without prior permission to the Contractor or Authorized Officer of the Authority, a penalty of Rs. 500/- per instance shall be deducted from Contractor's running Invoice.
- (e) If the Janitors are found Harass / Rude and non-cooperative towards Officers / Staff of the Authority, a penalty of Rs. 500/- per instance shall be deducted from Contractor's running Invoice.

7. REPRESENTATIONS AND WARRANTIES:

7.1 Representation and Warranties of the Contractor:

7.1.1 **The Contractor represents and warrants to the Authority that:**

- (a) It is a company incorporated under the laws of Pakistan, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
- (b) Its registered office is situated in the Province of Sindh.
- (c) It has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement.
- (d) It has the financial standing, technical ability and capacity to perform its obligations under this Agreement.
- (e) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will

be legally valid, binding and enforceable obligations against it in accordance with the terms hereof.

- (f) It is subject to the laws of Pakistan, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder.
- (g) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it or they is or are a party or by which it or they or any of its or their properties or assets is bound or affected.
- (h) There are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement.
- (i) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Department which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.
- (j) It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement.
- (k) All rights and interests given to the Contractor under this Agreement shall pass to and vest in the Authority or its nominee on the Expiry Date or the Termination Date, whichever is earlier, free and clear of all liens, claims and encumbrances; and
- (l) No representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Department pursuant to this Agreement contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

7.2 Representation and Warranties of the Authority:

7.2.1 The Authority represents and warrants to the Contractor that:

- (a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement.
- (b) It has taken all necessary actions under the applicable laws to authorize the execution, delivery and performance of this
- (c) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

7.3 Disclosure:

7.3.1 In the event that any occurrence of circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

8. PERFORMANCE SECURITY:

- 8.1** On or prior to the Effective Date, the Contractor has provided and delivered to the Authority the Performance Security equal to Five (05%) Percent of the total Project Cost.
- 8.2** The Performance Security came into force and became effective upon issuance and delivery of the same to the Authority.
- 8.3** The Performance Security shall be encashable in accordance with the terms thereof and shall be payable on the Authority's first written demand without any prior notice, reference or recourse to the Contractor or any other entity.
- 8.4** The Contractor shall be obligated to maintain and keep valid the Performance Security in full force and effect from the date on which it is issued until the date falling 28 (Twenty Eight) days beyond the Expiry Date (the Performance Security Expiry Date). In the event, the Performance Security expires prior to the Performance Security Expiry Date, the Contractor shall extend the validity of the Performance Security, at least Twenty Eight (28) working days prior to its expiry, so as to keep it valid and enforceable until the Performance Security Expiry Date. In the event of failure by the Contractor to keep valid or extend the validity of the Performance Security in accordance with this Section 8.4, the GoS shall have the right to encash the Performance Security at any time to its full outstanding value.
- 8.5** Upon the submission of a letter by the Contractor evidencing the occurrence of Performance Security Expiry Date, the Performance Security shall be null and void and shall be returned to the Contractor by the Authority within Ten (10) working days of receipt by the Authority of the afore-stated letter subject to approval of its Head of Department.

9. MONTHLY REMUNERATION CHARGES:

- 9.1 The Authority shall pay the remuneration charges to the Contractor on monthly basis subject to receipt of the Invoice from the Contractor as per the Rates quoted by the Contractor in its Financial Bid.
- 9.2 The Authority shall pay the remuneration charges to the Contractor on monthly basis (at the ending of preceding month) up till the Expiry Date or the Termination Date, whichever comes earlier, subject to receipt of the Invoice.
- 9.3 Within fifteen (15) working days of the receipt of the Invoice by the Authority, the Authority shall pay such amount to the Contractor.
- 9.4 **An annual inflation rate of Five (5%) percent shall be applied on the total cost of the project quoted by the Contractor in its financial bid.**
- 9.5 The Authority shall pay the remuneration charges to the Contractor in accordance with the government procedures and disbursement mechanisms. The Contractor shall be free to utilize, as it deems most appropriate for the best delivery of the Services under this Agreement.

10. FORCE MAJEURE:

- 10.1 A “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party (the Affected Party) of its obligations under or pursuant to this Agreement; provided, however, that, such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the Affected Party through the exercise of diligence and reasonable care.
- 10.2 Without limiting the generality of the foregoing, Force Majeure Events hereunder shall include each of the following events and circumstances (including the effects thereof), but only to the extent that each satisfies the requirements above:
- (a) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, , riot, insurrection, civil commotion, or act or campaign of terrorism or political sabotage; or
 - (b) Any strike & lockout, work-to-rule, go-slow, or analogous labor action that is politically motivated or is widespread or nationwide; or
 - (c) Any lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado;
 - (d) Explosion, chemical contamination, radioactive contamination or ionizing radiation;
 - (e) Epidemic, pandemic or plagues; or
 - (f) Any change in law or legislation, any decision or order of governmental authorities or judicial authorities that impedes the performance under this Agreement.
- 10.3 Notwithstanding anything contained herein, the Affected Party shall, as soon as practicable, and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or from the date of having knowledge thereof, notify the other Party, of the

occurrence of the Force Majeure Event by the issuance of a notice in writing (the Force Majeure Notice).

- 10.4** The Parties shall, as soon as practicable upon the receipt of the Force Majeure Notice and in any case within five (5) days from the date of receipt of the same, convene a meeting, along with the convener, to:
- i)** Assess the impact of the underlying Force Majeure Event;
 - ii)** Determine the likely duration of Force Majeure Event; and
 - iii)** Formulate damage mitigation measures and the steps to be undertaken by the Parties for resumption of the obligations, the performance of which had been affected by the Force Majeure Event.
- 10.5** Upon occurrence of the Force Majeure Event, the obligations of the Parties under this Agreement shall be suspended for the duration of the Force Majeure Event, provided however that the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event and/or of the effects of the same.
- 10.6** If a Force Majeure Event subsists for a continuous period of ninety (90) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party.

11. EVENTS OF DEFAULT:

11.1 Contractor Event of Default:

- 11.1.1** Contractor Event of Default means any of the following events arising out of any acts or omissions of the Contractor and which have not occurred as a direct consequence of any Authority Event of Default, or a Force Majeure Event, and where the Contractor has failed to remedy the defects specified in the Authority Remedial Action Notice issued in accordance with Section 12.2:
- (a)** The Overall Key Performance Indicators or KPI's score of the Contractor falls below the satisfactory level i.e. 80%, as assessed by the Authority, on an Annual basis.
 - (b)** The Contractor fails to provide its obligations defined at Clause 2.3 under this Agreement to the Authority within Ten (10) working days from the Signing Date.
 - (c)** The Performance Security is not issued, renewed, replaced or provided (as the case may be) in accordance with this Agreement or becomes inoperative or ceases to remain valid or in force in breach of the relevant provisions of this Agreement.
 - (d)** Any representation or warranty made by the Contractor in this Agreement proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a Material Adverse Effect on the Contractor's ability to perform its obligations under this Agreement and / or on the Project or having a Material Adverse Effect on the rights and/or obligations of the Authority hereunder.

- (e) The transfer of the rights and/or obligations of the Contractor under this Agreement, save and except as permitted in terms and conditions of this Agreement.
- (f) The occurrence of a Sanctionable Practice.
- (g) The Contractor entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Contractor or if the Contractor becomes unable to pay its debts as they fall due or the appointment of a receiver or administrator in respect of the Contractor, its business and assets or any re-structuring, re-organization, amalgamation, arrangement or compromise affecting the Contractor's ability to fulfill its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect.
- (h) Any other events or circumstances expressly set out in this Agreement as a Contractor Event of Default.

11.2 Authority Event of Default:

11.2.1 Authority Event of Default means any of the following events, unless such an event has occurred as a consequence of the Contractor Event of Default, or a Force Majeure Event, and where the Authority has failed to remedy the defects specified in the Contractor Remedial Action Notice issued in accordance with Clause 12.3.1:

- (a) Failure by the Authority to pay the remuneration charges to the Contractor on monthly basis up till the Expiry Date or the Termination Date, whichever comes earlier, in terms of Clause 9 (Monthly Remuneration Charges).

12. TERMINATION:

12.1 Termination on the Expiry Date:

12.1.1 Unless earlier terminated in terms hereof, this Agreement shall terminate on the Expiry Date.

12.2 Remedy and Termination for Contractor Event of Default:

12.2.1 Without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence and continuation of a Contractor Event of Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided, that before issuing the Termination Notice, the Authority shall by a notice in writing require the Contractor to remedy the underlying Contractor Event of Default (the Authority Remedial Action Notice) within the Remedial Period;

12.2.2 In the event the underlying Contractor Event of Default is not remedied within the Remedial Period and the same is subsisting at the expiry of the Remedial Period, the Authority shall be entitled to:

- (a) Terminate this Agreement by issuing the Termination Notice upon expiry of the Remedial Period; and
- (b) Encash the Performance Security on or following the issuance of the Termination Notice.

12.2.3 In respect of the Contractor Event of Default, the Remedial Period provided in this Agreement shall not relieve the Contractor from liability for damages (as expressly set out in this Agreement), if any, caused by its underlying breach or default giving rise to the Remedial Action Notice.

12.3 Remedy and Termination for Contractor Event of Default:

12.3.1 Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement, upon the occurrence and continuation of any of the Authority Event of Default, the Contractor shall by a notice in writing require the Authority to remedy the underlying Event of Default (the Contractor Remedial Action Notice) within the Remedial Period.

12.3.2 In the event the underlying Authority Event of Default is not remedied by the Authority within the Remedial Period and the same is subsisting at the expiry of the Remedial Period, the Contractor shall be entitled to terminate this Agreement by issuing the Termination Notice upon expiry of the Remedial Period and the Authority shall not be liable to pay any termination compensation to the Contractor.

12.4 Remedial Period:

12.4.1 The Contractor shall have the Remedial Period to remedy the underlying Contractor Event of Default; provided however that in case of Clauses 11.1.1 (c), (f) and (g), the Authority shall have the right to immediately terminate this Agreement without any obligation to provide the Authority Remedial Action Notice and the Remedial Period;

12.4.2 During the Remedial Period, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the objective, as far as possible, of ensuring continued performance of the Services, failing which the Party in breach shall be liable to compensate the other Party for any loss or damage occasioned or suffered on account of breach of conditions of this Agreement.

12.5 End of Term Obligations on Expiry Date and/or Termination Date:

12.5.3 The right of the Contractor to the monthly remuneration shall stand Terminated with immediate effect and no payments shall accrue and / or be payable to the Contractor from the date of the Termination Notice; provided however that the Authority shall effect payment of the undisputed, accrued and unpaid Payments up to the date of the Contractor's receipt of the Termination Notice.

13. DISPUTE RESOLUTION:

13.1. Dispute Resolution:

13.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party shall, in the first instance, be attempted to be resolved amicably between the Parties.

13.1.2 The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any dispute.

13.2 Arbitration:

13.2.1 In the event that any dispute between the Parties as to matters arising pursuant to this Agreement is not resolved amicably within thirty (30) days of receipt by one Party of the other Party's request for such amicable settlement, it shall be resolved in accordance with the following provisions:

- (a) Each of the parties unconditionally and irrevocably agrees to the submission of such dispute to binding arbitration governed by the Arbitration Act, 1940, by appointment of a sole arbitrator that is acceptable to both the Parties.
- (b) Each of the Parties unconditionally and irrevocably agrees to accept the award rendered by the Arbitrator as final and binding and not to hinder, obstruct or nullify the enforcement or execution of any award rendered by the Arbitrator.
- (c) The cost of the arbitration shall initially be borne by both the Parties equally, however, at the time of award, the cost shall be borne by either of the Party or both the Parties as assessed by the arbitrator.
- (d) The venue of such arbitration, including the venue of hearings and meetings of the arbitral tribunal, shall be Karachi, and the language of arbitration proceedings shall be English.
- (e) The Parties agree and undertake to carry out the award made by the Arbitrators without delay.
- (f) The Contractor and the Authority agree that an award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
- (g) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

14. MISCELLANEOUS:

14.1 Entire Agreement:

14.1.1 The Parties hereto acknowledge, confirm and undertake that this Agreement, as at the date hereof, constitutes the entire understanding between the Parties regarding this Assignment and supersedes all previous written and/or oral representations and/or arrangements regarding this assignment.

14.2 Amendment:

14.2.1 The provisions of this Agreement may be amended or modified in writing only with the prior written consent of each of the Parties, except for the factors on which the bidder was declared successful including the rates quoted in its financial bid.

14.2.2 This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

14.3 Severability:

14.3.1 The failure by any Party to exercise any right or remedy herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future exercise of such right or remedy, but the same shall continue and remain in full force and effect. All rights and remedies that any party may have at law, in equity or otherwise upon breach of any term or condition of this Agreement, shall be distinct, separate and cumulative rights and remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy.

14.3.2 Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

14.4 Confidentiality:

14.4.1 Each of the Parties shall keep confidential and ensure that their employees, officers, consultants and advisers shall keep confidential, all documents and other information, whether technical or commercial, supplied to it by or on behalf of the other Party, relating to the Project and shall not, without the consent of the other Party, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required:

- (a) By appropriate legal and /or regulatory authorities;
- (b) To perform its obligations under this Agreement; or
- (c) Required to be shared with advisers in connection with the Project.

14.5 Notices:

14.5.1 Any notice or request in reference to this Agreement shall be written in English language and shall be sent by mail, facsimile or email and shall be directed to the other Party at the address mentioned below:
Government College University Hyderabad,
Vice Chancellor GC, University Hyderabad.

Authority:

Authorized Officer: Project Coordinator

Address:

Telephone No: [+92-22-2111856](tel:+92-22-2111856)

E-mail: p.c@gcu.edu.pk

Contractor: M/s.

Authorized Person: Mr.

Address:

Telephone No:

Fax No:

E-mail:

14.5.2 Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working day following the date of its delivery.

14.5.3 Each Party may change the above address by prior written notice to the other Party.

14.6 Governing Law:

14.6.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

14.7 Counter Parts:

14.7.1 The Agreement may be executed in two counterparts, each of which, when executed and delivered, will be an original, and both counterparts together shall constitute one and the same instrument.

14.8 Good Faith:

14.8.1 Each Party shall act in good faith in exercising its rights and performing its obligations under this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed by their
duly Authorized Officers as of the date first above written.

AS GOVERNMENT OF SINDH

For and on behalf of } **SIGNATURE:**
through }
GOVERNMENT COLLEGE UNIVERSITY HYDERABAD }
its Authorized Signatory }
Name:
Designation:
CNIC No:
Official Stamp:

In the Presence of: **SIGNATURES:**
Signature of Witnesses:

Name:
Designation:
CNIC No:
Official Stamp:

Name:
Designation:
CNIC No:
Official Stamp:

AS CONTRACTOR

For and on behalf of **SIGNATURE:**

Through its Authorized Signatory
Name:
Designation:
CNIC No:
Official Stamp:

In the Presence of: **SIGNATURES:**
Signature of Witnesses:

Name:
Designation:
CNIC No:
Official Stamp:

Name: }
Designation: }
CNIC No: }
Official Stamp: }

SCOPE OF SERVICES

Work Schedule

Specification of Services (Cleaning, Swabbing & Mopping)

- All Offices, in the premises of GC, University Hyderabad.
 - Daily cleaning/mopping of marble & tiled floors with frequent interval of time.
 - Proper sweeping and mopping of floors, walls, railings, corridors, etc. covering the entire Building Area. No betel stains or cob webs etc. should be visible anywhere.
 - Cleaning of Waste paper baskets, Sanitation bin and Spittoon bin. And disposing of garbage/ refuse as per procedure.
 - Dusting Office furniture, Almirah, Cupboards, Phones, Partition walls, Doors Windows, Notice Boards, Flower Vases Computers, Telephones, Filing Cabinets, Photocopy Rooms, Photocopy Machines and other pieces of decoration, etc.
- Daily Work**
- The Contractor shall provide heavy-duty disposable bags for collection of garbage from the various Offices/Sections and other places and shall be responsible for satisfactory disposal of the garbage bags to the main garbage point at the backyard of the Authority Premises on day to day basis.
 - Toilets and urinals to be cleaned regularly and continuously throughout the day with phenyl and other disinfectant and porcelain fixtures to be cleaned with Vim. To provide Naphthalene balls, Odonil for all office's toilets
 - To wash, clean and maintain using proper cleaning materials the wash basins, sink, glass panes, window doors and remove the co-webs in the area
 - Ensure there is Hand wash, toilet tissue, furnile tablets & air freshener (Roomi Tikki) in the toilet.
 - To clean the all Office Furniture items with Furniture Polish/spray.
 - Emergency cleaning where and whenever required.
-
- Twice Daily**
- To Spray with Room Air-Fresheners / Perfumes in Executive Offices/Halls/Committee Rooms etc. as and when required
 - Clean the all toilets and toilet bowls with Phenyl and other disinfectant liquid.
 - Cleaning of all mirrors in toilets.
 - Empty & clean waste bins, ash trays inside & outside the Office Rooms.
 - Clean all the Electric water coolers externally as well as Water Dispensers installed in the various offices of the Authority.
 - Clean entrances & exits points, walkways of the Authority including car parking Area.
 - Wash all Waiting Areas, Corridors with surf/vim thoroughly on all the Floors.
 - To carry out & disposal of refuse and Garbage from main Garbage duct of
- Weekly**
- Wash/disinfect toilet bowl and sink thoroughly of all Toilets and Kitchens.
 - Wash & Clean thoroughly the entrance & exit steel gates of Authority's building, walk-ways, stair case, Library area and parking areas.
 - Cleaning of all aluminum window panes internally & externally.

- floodwater drains and water pipes. Sweeping and cleaning of service ducts and all drainage pipes including those of toilets.
- Cleaning and clearing of choked drains and main hole-lines connected from all type of Authority's building to the main drains and sewer line.
- Proper cleaning of roof top of entire Authority's building within the Premises of Authority.
- Any other sanitation/Janitorial work, which is not specified but implied to this contract and as instructed by the Authorized Officer of the Authority.

ANNEXURE-II

CLEANING EQUIPMENT / APPLIANCES

The Contractor shall provide & installed the following Cleaning Equipment / Appliances at the Authority Premises under this agreement for the proper hygiene & cleanliness:-

Sr. No	Description of Cleaning Equipment(s)	Quantity
1.	Scrubber Machine	02-Units
2.	Caution Sign Board	12-Nos
3.	Squeegee set with extendable Poll	01-Set
4.	Mop Bucket	10-Units
5.	Folding Ladder 25-Feets	01-No
6.	Water Pressure Gun	01-No
7.	Snake Drain Opener	01-No
8.	Harness Belt	02-Sets

ANNEXURE-I

BOQ's ESTIMATION OF MANPOWER / JANITORS

The Contractor shall deployed the following manpower / Janitors at the Authority's Premises under this agreement. The details thereof are as under:-

Sr. No	Description	Quantity required	Unit Cost Each	Unit Cost per month
1.	Manpower/Janitors:	10-Males		
Total Amount of 12 Months: 10-Personnels				

Rupees in Words _____

CONTRACTOR

PROJECT COORDINATOR
GCUH

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS.

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: **HIRING/PROVIDING JANITORIAL SERVICES INCLUDING NECESSARY CLEANING MATERIAL AT GOVERNMENT COLLEGE UNIVERSITY HYDERABAD.**

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

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

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

[Name of 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. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

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

.....
Project Coordinator

(Contractor)