

PUNJAB SKILLS DEVELOPMENT FUND

Tender Document

Procurement No: 16/SYIG/PSDF/JS

Provision of the Janitorial Services

SEPTEMBER 2022



Submission Date for Sealed Bids: October 05, 2022, on or before 03:00 PM

21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan.

UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: psdf.org.pk



Skills For Success

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1) Invitation to Bids

Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan. PSDF was established in 2010 as a not-for-profit company set up under the Companies Ordinance 1984 by the Government of Punjab (GoPb). PSDF offers quality demand driven skills training to vulnerable and poor youth of Punjab helping them to create sustainable income generation opportunities in Pakistan and beyond.

Sealed bids/proposals are invited from established firms/companies for “**Provision of the Janitorial Services**” (hereafter called as bidders) to PSDF. All interested and eligible bidders are requested to go through the Tender document and provide relevant information along with supporting documents mentioned in this tender document.

						
Invitation to Bid for Provision of the Janitorial Services						
<p>Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan, established in 2010 as a not-for-profit company set up by the Government of Punjab (GoPb).</p> <p>PSDF invites bids under single stage two envelopes bidding procedure from well-reputed, experienced and tax registered companies / firms against the above-mentioned services. The interested companies / firms can obtain the bidding document containing all details with its evaluation criteria and terms & conditions from PSDF e-tendering portal (https://etender.psd.org.pk/esop/guest/go/public/opportunity/current) and PPRA website (www.ppra.punjab.gov.pk)</p>						
Sr. No.	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost for 1 Year
1	Provision of the Janitorial Services	016/SYIG/PSDF/JS	One Year (Extendable for other terms)	October 05, 2022 on or before 03:00 PM	October 05, 2022 on 03:30 PM	PKR 2.2 Million
<p>For further details and terms of reference, please visit:</p> <ul style="list-style-type: none"> etender.psd.org.pk/esop/guest/go/public/opportunity/current PPRA website ppra.punjab.gov.pk 						
<p>Important Information:</p> <ul style="list-style-type: none"> Follow instructions on etender.psd.org.pk The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure 						
<p>Procurement Department, Punjab Skills Development Fund</p> <p>21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan.</p> <p>UAN: 042-111-11-PSDF(7733) Toll Free:0800-48627 (HUNAR) Website: psdf.org.pk</p>						



2) Instruction to Bidders

The selection of Bidder will be based on **Least Cost Selection Method** through **Single Stage Two Envelopes** bidding procedure.

- a) The bid shall be submitted through E-tendering portal under Technical and Financial/Commercial envelopes with all the supporting documentary evidence.
- b) In the first instance, technical envelope shall be opened on the E tender portal, and the envelope marked as “Financial Proposal” shall be retained unopened
- c) PSDF shall evaluate Technical Proposals in a manner prescribed in section– **03 and 10** (Technical Envelope) available on the portal, without reference to the price and shall reject any proposal which does not conform to specified requirements.
- d) During the technical evaluation, no amendments to Technical Proposal shall be permitted.
- e) After the evaluation and approval of the technical proposals, the financial/commercial envelope (on E-tender portal) shall be opened for technically responsive bids, publicly at a time, date and venue announced and communicated to the bidders in advance, with in the bid validity period.
- f) The financial bids found technically non-responsive shall be rejected.
- g) Financial (Commercial Envelope) Proposal shall be evaluated based on PSDF’s evaluation criteria as provided in section **11** of the bidding document and envelopes available on portal.
- h) Minimum passing marks are 65, a bidder who obtains a minimum of 65 marks or more shall be marked as technically qualified and shall be considered for financial bid opening.
- i) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later: provided that the procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency
- j) The lowest evaluated bid shall be awarded the contract
- k) This document has different sections carrying information on eligibility, technical evaluation, Scope of work, conditions of tender and form of contract, etc. to assist potential bidders to develop their Technical Proposals.

3) Conditions for Eligibility (Mandatory Requirement)

The bidders, fulfilling the following criteria, shall be considered eligible for the bidding process.

1. Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a

copy of registration. (Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required.)

2. Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization. (Please attach copy of Affidavit on stamp paper of **Rs 100**, declaring that the company is not blacklisted.)
3. Evidence of the bidding firm/company's registration/Incorporation is required (Please attach Copy of certificate of incorporation/company registration certificate.)
4. Joint venture of any kind is not allowed to participate in the bid. (Please attach a declaration on letterhead that not participating as Joint venture.)
5. The Firm/Company and janitorial staff must be registered with EOBI/ESSI. (Copy of Registration EOBI/ESSI is required)

If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, "Eligibility Criteria Checklist" (Annex B) shall be disqualified and declared ineligible from the bidding process and its further technical evaluation shall not be carried out.

4) Scope of Work

Description of parameters/scope of work for Janitorial Services on rental basis is given as **Annex - D**. The bidders are requested to go through the document before the submission of the bids.

- a) PSDF Admin department shall inspect and check the Janitorial Services at the time of the delivery.
- b) Successful company will provide uninterrupted Janitorial services to Lahore PSDF Head Office and its branch office at Bahawalpur.
- c) Janitorial staff will perform their duties from 7:30 AM to 5:30 PM six days in a week.
- d) Janitorial staff may be called on Sunday in exceptional scenarios of any official meeting.
- e) If required, the bidder may request time to visit the site at least 5 days before the submission of bids for the estimation of services mentioned in Annex-E. Request for the site visit can only be made through email at procurement@psdf.org.pk, after submission of bids no site visit will be entertained.
- f) The Janitorial Services required mentioned in Annex-E, however, PSDF can increase or decrease the Janitorial staff and monthly material during the contract period based on the requirement of the business.

5) Condition for Contract /General Guidelines

The successful bidder shall agree to the following terms of references to provide services to PSDF:

- a) PSDF reserves the right to award or not to award this contract, bidders who fail to submit complete and attach all the relevant documents shall be disqualified.
- b) PSDF shall enter into a formal contract with the successful bidder only and reserves the right to terminate the contract if the performance of the Bidder is unsatisfactory.

- c) Bidders to ensure that their bid documents are submitted online through E-tendering portal by or before the closing date and time.
- d) All documents and information received by PSDF from bidders will be treated strictly confidential.
- e) All expenses related to participation in this bidding process shall be borne by the bidder.
- f) PSDF reserves the right to request submission of additional information from applicants to clarify/further understand aspects of the technical proposal, if required.
- g) PSDF reserves the right to verify any information provided by the bidder and can visit business premises to verify the information.
- h) Bidder presenting information intentionally incorrectly or fraudulently will be disqualified.
- i) The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PSDF shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.
- j) Successful bidders shall work with close coordination of PSDF admin team.
- k) All the services shall be checked and verified by PSDF admin team.
- l) Bidder shall provide the details of the staff to contact with PSDF on regular basis to provide the services without any failure.
- m) **Clarifications/ queries may be requested by September 30, 2022, before 5:00 PM through message box option of e-tendering portal and no response shall be given, if not requested through the message box of e-tendering portal.**
- n) Punjab Procurement Regulatory Authority (PPRA) Rules, 2014 will be applicable for this procurement
- o) Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the PSDF will not be responsible.

6) Form of Contract

- a. The successful bidder shall sign and execute the standard contract of PSDF (tentative Draft attached as **annex-1**) including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with the mutual consent of both parties.
- b. The successful bidder shall provide the agreed services within the stipulated time agreed in the contract.
- c. The duration of the contract shall be 1-year; however, it can be extendable for another two term with the mutual consent of both the parties.

- d. If PSDF cancel the contract during the contract period, a notice period of 1 month shall apply.
- e. In case of any dispute arises regarding the services, the decision of the PSDF shall be considered final & binding.
- f. Failure to comply with any terms and conditions in the tender document and contract given out to the successful bidder could incur imposition of penalties as spelled out later in the contract.
- g. All the payments will be done on post monthly basis, after verification of satisfactory services by the admin team of PSDF based on actual services rendered.
- h. All taxes will be deducted in accordance with the applicable laws.
- i. The bid shall remain valid for the period of **120 days** from the date of bid opening.

7) Form of Bid

The Bidders shall follow the Form of Bid specified in **Annex F** to submit the financial bid.

8) Delivery Timelines or Completion Date

Unless agreed otherwise, Janitorial Services shall be provided from the date of execution of the contract/PO issuance for one year extendable for further two terms.

i) Daily Services

- a) Cleaning of glass windows, partition glasses, panels, planters, paper, and wastebaskets on daily basis.
- b) Cleaning swabbing and mopping the entire premises, external areas, and lanes.
- c) Cleaning of all side passages.
- d) Complete dusting of the inside of the building
- e) Spray of air fresher and insecticide.
- f) Daily vacuum cleaning and three-monthly washing and shampooing of all carpets and Office chairs with latest equipment
- g) Cleaning of all bathrooms and toilets. Each bathroom/ toilet should be manned by 7:30 AM to 5:30 PM continuously cleaning the bathrooms/ toilets. All bathrooms/toilets must be neat, clean, dry, tidy, and hygienic.
- h) Collection and disposal of all garbage.
- i) Brush cleans all dust – scrub granite tiles with an approved liquid detergent solution – wash down thoroughly with clean water and dry thoroughly with clean cloth.

ii) Weekly Services

- a) Scrubbing all floors and wet pick up with approved detergent solutions/ shampoo. Avoid unsafe cleaners, acids or other corrosive liquids that may eat the concrete matrix away from the marble or tile ceramics.
- b) Thorough cleaning of all windows and walls.
- c) Washing and removing all stains and spots.
- d) Floor polishing with approved water emulsion polish.

- e) Cleaning and dusting of all equipment.

9) Performance Guarantee

- a) The successful bidder will submit a performance guarantee in the form of pay order or bank guarantee 2% of the contract value at the time of signing the contract which will be returned after completion of the contract.

10) Technical Evaluation Criteria

The technical proposal of eligible organizations will be evaluated against requirements specified in the in “Annex – E”.

11) Financial Evaluation Criteria

The Financial Proposals of only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present, at the time and place announced prior to the opening. Please provide information regarding Financials in Annex – F” and commercial envelope of the E-tendering portal.

12) Submission of Bids (Technical and Financial Proposal): -

Complete bid containing the Technical (Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal before closing dated i.e., **October 05, 2022, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **October 05, 2022, at 03:30 PM** in the presence of bidder’s representatives who wish to attend it.

a. Bid Security

Bid Security of 1% of estimated cost in the form of a pay-order or demand draft favouring Punjab Skills Development Fund shall reach to PSDF, **Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan** before the opening of the bid (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. ***The Bid Security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the e-tendering portal.*** Bid Security of disqualified bidders will be returned after awarding the business to the successful bidder on request.

b. Cover Letter for the Submission of Technical Proposal

A cover letter as specified in “Annex H” shall be submitted with the proposal.

Annexures

Annex – A Organizational Information

Organization Information			
Sr. #	Required Information	Response	
1	The legal name of the organization		
2	Year of Registration / Establishment of the Organisation		
3	National Tax Number		
	General / Punjab Sales Tax Number		
5	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organisation	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
	Others (Please specify)		
6	Name and designation of 'Head of Organization'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

Annex – B Eligibility Response Checklist

Eligibility Check List				
Sr. No	Eligibility Criteria Details	Response/Elaboration/ Proof Required	Attached Supporting Documents/Proof and mark Yes/No	
			Yes	No
1	Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a copy of registration.	(Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required.)	<input type="checkbox"/>	<input type="checkbox"/>
2	Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization.	(Please attach copy of Affidavit on stamp paper of Rs 100, declaring that the company is not blacklisted.)	<input type="checkbox"/>	<input type="checkbox"/>
3	Evidence of the bidding firm/company's registration/Incorporation is required.	(Please attach copy of certificate of incorporation/company registration certificate.)	<input type="checkbox"/>	<input type="checkbox"/>
4	Joint venture of any kind is not allowed to participate in the bid.	(Please attach a declaration on letterhead that not participating as Joint venture.)	<input type="checkbox"/>	<input type="checkbox"/>
5	The Firm/Company and janitorial staff must be registered with EOBI/ESSI.	(Copy of Registration EOBI/ESSI is required)	<input type="checkbox"/>	<input type="checkbox"/>

Annex – C Relevant Experience

Relevant Experience		
Sr. #	Required Information	Response (Please provide exact information with the organization name, location/s, and duration) Provide data in the sequence given below
1	Name of Organizations with addresses	i.
		ii.
		iii.
		iv.
2	Start and end dates of providing Goods/Services (For example – Jan 2010 to September 2020)	i.
		ii.
		iii.
		iv.
3	Goods/Services provided to Number of companies/firms	i.
		ii.
		iii.
		iv.

Annex – D (Scope of Work)

Description of parameters for Janitorial Services basis is given as under.

Scope of Work and Deliverables: Housekeeping Services

Sr. No. Description

- 1- Provide House Keeping Services for External Areas, Internal Common Areas, Lift Lobbies, and other areas within the vicinity. House Keeping activity includes but not limited to:
 - i) Daily continuous cleaning/mopping/sweeping of all floors, walls, handrails, main entrance, staircases, lobbies, walkways, glazed / Aluminum panels, Fire Hose Cabinet's, etc. and other common areas.
 - ii) Cleaning & washing of all common areas i.e. Ramps, roofs, car parking, washrooms, etc. with a frequent interval of time/ Site Requirements.
 - iii) Removal of cobwebs, cleaning of false ceiling of all toilets and common areas
 - iv) Supply and Maintenance of Dust Bins with a garbage bag for all common areas shall be the responsibility of the contractor.
- 2- The Contractor shall ensure that the washrooms and public areas are cleaned continuously on daily basis.
- 3- The Contractor shall provide 100% of staff attendance on a daily basis.
- 4- The Contractor shall provide machinery as mentioned in the scope.
- 5- The Contractor shall be responsible for any damage to the property caused during cleaning and housekeeping.

Façade Cleaning

- Cleaning of Building Glass and Tiles on a Weekly Basis.

General

- a) The Contractor shall adhere to all policies and norms specified by the client.
- b) The Contractor shall certify that the resources provided are not addicted to drugs or alcohol.
- c) The Contractor shall adhere to all applicable laws including the labor laws and any other relevant law.
- d) The contractor shall ensure to hire staff for the said work not less than the age of eighteen years and not more than fifty years.
- e) The contractor shall submit a copy of the CNIC of their hired employees.

Scope of Machinery for Housekeeping (Mandatory)



Sr. No. Description Qty

- 1- The contractor shall provide water absorption mats in the sink area of every washroom
- 2- The Contractor shall provide professional cleaning and mopping trolley
- 3- The contractor shall maintain a proper dress code for all employees. Entry will not be granted on noncompliance
- 4- The contractor shall be responsible for providing necessary safety equipment and insurance for facade cleaners.
- 5- The contractor shall provide industrial Vacuum Cleaners
- 6- The contractor shall provide Garbage Bags to collect daily garbage etc. As required
- 7- The contractor shall provide Scrubbing/Buffering Machines with polish.
- 8- The contractor shall provide complete Glass Cleaning Kits with a Lift for building glass cleaning.
- 9- The contractor shall provide electronic handheld scrubbers/Buffers for corner cleaning

Annex – E Technical Evaluation Criteria

Technical Evaluation Criteria				
S. No.	Descriptions	Total Points	Categorized Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
1	Relevant Experience	20		Documentary proof (copies of contract or Purchase Orders) should be furnished. If no valid attachment is provided in section 1.2.2 then no marks will be awarded
	Experience of providing Janitorial Services more than or equal to 05 years		20	
	Experience of providing Janitorial Services equal to or more than 3 years but less than 5 years		15	
	Experience of providing Janitorial Services equal to or more than 2 years but less than 3 years		10	
2	Client Portfolio	20		Documentary proof (copies of contract or Purchase Orders) should be furnished. If no valid attachment is provided in Section 1.3.2 then no marks will be awarded
	Worked with above 08 local/international organizations.		20	
	Worked with more than 05 but less than or equal to 08 local/international organizations.		15	
3	Performance certificate/Appreciation Letter	20		(Contact details also required for verification, PSDF reserves the right to physically check the services of at least two (02) current clients). If no valid attachment is provided, then no marks for this section will be awarded.
	Performance certificate/Appreciation Letter on respective company letterhead required from at least 3 current Clients.		20	
4	The Firm/Company Head office	20		(Documentary proof is mandatory & PSDF reserves the right to physically verify the office). If no valid attachment is
	Firm/Company must have Head office in Lahore		20	

				provided, then no marks for this section will be awarded
5	Financial Capability/Annual Turn Over/Sales/Revenue	20		Copy of 19-20/20-21 financial audit report done by ICAP/SBP registered auditing firm or Annual tax return of 19-20/20-21. if no valid attachment is provided then no marks in section 1.6.1 (e-tender) will be awarded.
	Annual Turnover of organization more than or equals to PKR 8 million		20	
	Annual Turnover of organization If more than or equal to PKR 05 million but less than PKR 08 million		15	
	Annual Turnover of organization If less than PKR 5 million but greater than or equals to PKR 3 million		10	
Total Points Awarded		100		

Minimum passing marks for technical qualification are 65. Please mark/flag the supporting documents shared for technical qualification scoring.

Annex -F Financial Proposal

Form of Bid/ Financial Proposal “A”

Sr. No.	Description	Quantity	Unit Price PKR Inclusive of Taxes	Tax %	Total Price with Applicable Taxes PKR
1	Janitor without cleaning Material (Monthly)	6			
2	House Keeping Supervisor (Monthly)	1			
Total Monthly Cumulative Cost inclusive of all applicable Taxes (A)					

Tentative List of Monthly Material: - “B”

Sr.#	Description	Unit of Measure/Offered Brand with packing	Complete Specification	Quantity	Unit Price PKR Inclusive of Taxes	Total Price with Applicable Taxes PKR
1	Thread Mop with Handle	Large	Local	4		
2	Multi-Purpose Liquid	1000ml	Imported (Multi surface cleaner ,3x cleaning power on kitchen grease, burnt on food and bathroom dirt Kills 99.9 percentage of bacteria, such as E. coli Can be used neat as well as diluted Leaves a fresh fragrance)	12		
3	Bathroom Cleaner	1000ml	Imported (Harpic Bathroom Cleaner is a strong bathroom disinfectant and cleaning liquid that helps remove the toughest of stains. It gives you unbeatable cleaning on greasy soil and particulate matter and freshens the whole bathroom. It has a thick liquid formula with powerful cleaning agents that lift and remove tough stains from almost all bathroom surfaces and kills germs to give you a disinfected and germ-safe bathroom.)	12		
4	Toilet Cleaner	1000ml	Imported (hydrochloric acid (10%) as the active ingredient,	12		

			along with butyl oleylamine and others in an aqueous solution)			
5	Waste Towel	1KG	LOCAL	20		
6	Pledge Polish	Each	Imported	12		
7	Towel Duster for Kitchen	Each	Local	12		
8	Bamboo Broom	Each	Local	4		
9	Soft Broom	Each	Local	4		
10	Dustbin Liner	Kg	Local	10kg		
11	Garbage Liner	Kg	Local	10kg		
12	Cotton Duster for Dusting Blue Colour	Each	Local	48		
13	Towel Mat Large Size White / Brown	Each	Local	06		
14	Wiper for Floor	Large Size	Local	2		
15	Wiper for Floor	Medium Size	Local	2		
16	Kitchen Sponge	Large Size	Imported	12		
17	Kitchen Sponge	Medium Size	Imported	06		
18	Windows Cleaning Liquid	500ML	Imported Imported (Anti-Mist and Anti-Static additives that gives sparkling streak-free shine)	12		
19	Surf 500grm Pkt	500Grm	Imported	06		
Total Cumulative Cost inclusive of all applicable Taxes (B)						

Total Financial Cost for Month= Total Monthly Cumulative Cost inclusive of all applicable Taxes (A)+ Total Cumulative Cost inclusive of all applicable Taxes (B)

Note:

- PSDF reserve the right to increase or decrease the quantity of Janitor and clearing material and payments will be done on post monthly basis as per the actual services rendered, after verification of satisfactory services by the admin team of PSDF.
- Contract will be awarded on accumulative lowest cost (by adding cost of both A & B) quoted by the eligible bidder with all applicable Taxes.
- Cleaning material will be purchased as per requirement on unit price (as and when require).

Annex- G Declaration

Declaration

Kindly provide the declaration as per the format provided below at the end of the proposal.

I, _____ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorised by the Governing body/Board/Management to submit this proposal on behalf of "[Click here and type the name of organization]"

Name	
Designation	
Signature	
Date and Place	

Annex- H Cover Letter

[Firm/company's letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Guidelines]

Re: Proposal in respect of Providing of Janitorial Services

Dear Sir,

We offer to provide the Janitorial Services in accordance with your Tender for

Proposal dated [Insert Date of Tender advertised]. We hereby submit our Proposal including the Eligibility, Financial Proposal and required documents in a sealed envelope.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations (if any). We undertake that we will initiate the services as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

Note: Kindly fill all the above relevant annexures and attach with the proposal.



Annex- I Tentative Draft Contract.

DATED _____ 2022

AGREEMENT FOR THE PROVISIONING OF JANITORIAL SERVICES

BETWEEN

Punjab Skills Development Fund

AND

--

THIS AGREEMENT is made at Lahore, Pakistan this ___ day of ---- **2022**:

BETWEEN

PUNJAB SKILLS DEVELOPMENT FUND, a company existing under the Companies Act 2017, having its office at 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

AND

--, a ___, having its office at [•] hereinafter referred to as the “**Service Provider**” which expression shall, wherever the context so requires or permits include, its successors and assigns).

(PSDF and Service Provider shall individually be referred to as a “Party” and collectively as “Parties”)

WHEREAS, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard PSDF desires to engage a Service Provider to provide janitorial services (“**Services**”);

AND WHEREAS, Service Provider is desirous of providing the aforesaid Services and submitted its proposal/bid on [•] and the proposal/bid has been deemed successful for awarding of this Agreement.

AND WHEREAS, Service Provider has agreed to offer and PSDF has agreed to procure the envisaged services on the terms and conditions set out herein below.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS

1.1 The Recitals hereof shall form an integral part of this Agreement.

2. SCOPE OF WORK

- 2.1. Service Provider agrees to provide the Services detailed in **Appendix A** for PSDF' offices in Lahore.
- 2.2. Service Provider further agrees to provide all related services that may be required by PSDF at any time during the term of this Agreement.

3. TERM & PAYMENT

- 3.1 This Agreement shall come into force on the date of execution of this Agreement and its duration shall be one year which shall be renewable for a similar term by mutual agreement between the parties.
- 3.2 Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. In case of delay, PSDF shall be entitled to deduct 1% per day up to a maximum of 10% of the total bid price per day till such delay continues.
- 3.3 In consideration of the satisfactory provision of Services and related services, PSDF shall pay an amount (inclusive of all applicable taxes & out of pocket expenses) of PKR _____ in accordance with **Appendix B** of this Agreement.
- 3.4 Subject to satisfactory provision of Services and related services, PSDF shall make payment within thirty (30) days in accordance with Appendix B of this Agreement.

3.5 All payments made hereunder shall be made subject to applicable tax deductions.

4. OBLIGATIONS

- 4.1. In providing the Services and related services to PSDF, Service Provider shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to Service Provider from time to time.
- 4.2. Service Provider shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 4.3. Service Provider shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 4.4. Service Provider shall retain and maintain all records related to the Agreement during the life of the Agreement and 10 years after the expiry of this Agreement.
- 4.5. Service Provider shall ensure that the Professional Staff required for performing the Services is available at all times.
- 4.6. Service Provider will provide uninterrupted Janitorial services to Lahore PSDF Head Office and its branch offices at Rawalpindi, Multan & Bahawalpur
- 4.7. Service Provider will perform their duties from 7:30am to 5:30pm daily six days in a week.
- 4.8. Service Provider may be called on Sunday in exceptional scenarios of any official meeting.
- 4.9. Service Provider shall adhere to all directions, instructions, communications of PSDF.

5. WARRANTIES AND REPRESENTATIONS

5.1. SERVICE PROVIDER' WARRANTIES AND REPRESENTATIONS

- 5.1.1. **SERVICES REPRESENTS AND WARRANTS THAT IT HAS PROVIDED A PERFORMANCE GUARANTEE OF 2% OF THE TOTAL CONTRACT VALUE.**
- 5.1.2. **SERVICE PROVIDER REPRESENTS AND WARRANTS THAT IT has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.**
- 5.1.3. **SERVICE PROVIDER REPRESENTS AND WARRANTS THAT THE JANITORIAL STAFF WILL BE SELECTED IN LIGHT OF THE CRITERIA PRESCRIBED BY PSDF IN THE RFP.**

- 5.1.4. Service Provider is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest.
- 5.1.5. **SERVICE PROVIDER WARRANTS AND REPRESENTS THAT** it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.
- 5.1.6. Service Provider warrants and represents that it has the requisite experience of providing the Services.
- 5.1.7. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 5.1.8. Service Provider warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 5.1.9. Service Provider warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement, or the transaction contemplated hereby.
- 5.1.10. Service Provider warrants that shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- 5.1.11. This Agreement and all documents to be executed by Service Provider and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of Service Provider.
- 5.1.12. Service Provider warrants and represents that no Conflict of Interest exists in carrying out its obligation stipulated in this Agreement.
- 5.1.13. Service Provider warrants and represents that it shall provide professional, objective and impartial advice and at all times hold PSDF's interests paramount, strictly avoid conflicts with other assignments or its own corporate interests and act without any consideration of future work.

5.2. PSDF's warranties and representations

- 5.2.1. This Agreement and all documents executed or to be executed by PSDF and to be delivered to Service Provider in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations

of PSDF enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which PSDF is a party or to which PSDF is subject.

6. INDEMNITIES AND LIABILITIES OF SERVICE PROVIDER

- 6.1. Service Provider shall be fully liable for the obligations arising out of or in connection with this Agreement.
- 6.2. Service Provider shall defend, indemnify and hold safe and harmless PSDF and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of Service Provider, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Agreement or violation of law by Service Provider or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or wilful misconduct of PSDF. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

7. INDEMNITIES AND LIABILITIES OF PSDF

- 7.1. Except for a breach of this Agreement, in no event shall PSDF be liable to Service Provider for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Service Provider received advance notice of the possibility of such damages.
- 7.2. Service Provider shall have no claim against PSDF for any liability whatsoever unless expressly provided in this Agreement. In this regard, PSDF's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under

law; the maximum overall liability of PSDF shall not exceed value of the contract for any and all claims and losses.

8. EVENTS OF DEFAULT

8.1. The following events shall each constitute an “Event of Default” by Service Provider:

8.1.1. If Service Provider fails to timely complete the Services or fails to provide the Deliverable within the stipulated Timeframe.

8.1.2. If Service Provider violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within ten (10) days after PSDF gives Service Provider written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within ten (10) days with the use of diligent efforts, if Service Provider does not commence to cure such violation, breach or failure within such ten (10) day period.

8.1.3. If the Services provided does not conform to any requirements of PSDF and subject to the same being informed to Service Provider in writing the same is not rectified within ____ days.

8.2. PSDF reserves the right to terminate the Agreement, in whole or in part, at any point in time without assigning any reasons with a months’ notice.

9. SUB-CONTRACTING

Service Provider shall not sub-contract the provisioning of the Services or any related services without the express written permission of PSDF.

10. ENTIRE AGREEMENT

This Agreement, together with the Appendices A & B constitutes the entire agreement and understanding of the parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

11. RECORD

Service Provider shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/ procedures Invoices, receipts and other documentary evidences in connection with the execution of this Agreement for a period of five years after the termination of this Agreement.

12. ASSIGNMENT

Service Provider shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.

13. CONFIDENTIALITY

13.1. Except as otherwise permitted by this Agreement, neither of the parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this Agreement may, however, disclose such information to the extent that it:

- a) Is or becomes public other than through a breach of this Agreement;
- b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
- c) Was known to the recipient at the time of disclosure or is thereafter created independently;
- d) Is disclosed as necessary to enforce the recipient's rights under this Agreement;
or
- e) Must be disclosed under applicable law, legal process or professional regulations.

13.2. Either of the Parties to this Agreement may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

14. BLACKLISTING

After signing the Agreement, if Service Provider is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, the Service

Provider may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

15. FORCE MAJEURE

- 15.1. Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an ‘event of Force Majeure’. This shall include, but not be limited to, earthquakes, tsunami, fire, explosion, terrorism, storm, flood, lightning, war and hostilities.
- 15.2. If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.
- 15.3. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

16. NOTICES

- 16.1. A notice or other communication under or in connection with this Agreement shall be:
- (a) in writing;
- in the English language; and
- delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.
- 17.2. Addresses:

PSDF	Service Provider
21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore	

18. SEVERABILITY

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the

provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

19. VARIATIONS

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

20. COUNTERPARTS

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

21. AMENDMENTS

Any amendment to this Agreement shall only be binding if executed in writing by the parties through their duly authorized representatives.

22. ARBITRATION AND GOVERNING LAW

- 22.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the parties consent and submit to the jurisdiction and service of process to the courts in Lahore.
- 22.2. The Parties agree that in case of any dispute regarding the quality of the Services and/or any related services the decision of PSDF shall be binding and final.
- 22.3. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940.

23. WAIVER

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

IN WITNESS THEREOF, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.



PSDF

Service Provider

Witnesses:

1.

2.

APPENDIX A

SERVICES

- Unless agreed otherwise, Janitorial Services shall be provided from the date of execution of the contract/PO issuance.
 1. Cleaning of glass windows, partition glasses, panels, planters, paper and waste baskets on daily basis.
 2. Cleaning swabbing and mopping the entire premises, external areas and lanes.
 3. Cleaning of all side passages.
 4. Complete dusting of the inside of the building
 5. Spray of air fresher and insecticide.
 6. Daily vacuum cleaning and three-monthly washing and shampooing of all carpets and Office chairs with latest equipment
 7. Cleaning of all bathrooms and toilets. Each bathroom/ toilet should be manned by 8 to 6pm continuously cleaning the bathrooms/ toilets. All bathrooms/toilets must be neat, clean, dry, tidy and hygienic.
 8. Collection and disposal of all garbage.
 9. Brush clean all dust – scrub granite tiles with an approved liquid detergent solution – wash down thoroughly with clean water and dry thoroughly with clean cloth.
- Weekly Services
 1. Scrubbing all floors and wet pick up with approved detergent solutions/ shampoo. Avoid unsafe cleaners, acids or other corrosive liquids that may eat the concrete matrix away from the marble or tile ceramics.
 2. Thorough cleaning of all windows and walls.
 3. Washing and removing all stains and spots.
 4. Floor polishing with approved water emulsion polish
 5. Cleaning and dusting of all equipment.
- The Service Provider shall provide water absorption mats in the sink area of every washroom
- Service Provider shall provide professional cleaning and mopping trolley

- Service Provider shall maintain a proper dress code for all employees. Entry will not be granted on noncompliance
- Service Provider shall be responsible for providing necessary safety equipment and insurance for facade cleaners.
- Service Provider shall provide the list of items noted in Appendix C in the quantities tentatively noted therein.
- Service Provider shall provide industrial Vacuum Cleaners
- Service Provider shall provide Garbage Bags to collect daily garbage etc. as required
- Service Provider shall provide Scrubbing/Buffering Machines with polish.
- Service Provider shall provide complete Glass Cleaning Kits with a Lift for building glass cleaning.
- Service Provider shall provide electronic handheld scrubbers/Buffers for corner cleaning

APPENDIX B

PAYMENT TERMS

- PKR _____
- PSDF reserve the right to increase or decrease the quantity of Janitor and clearing material and payment shall be subject to the satisfactory provisioning of Services on post monthly after the deduction of all applicable tax as per the actual services rendered.
- Cleaning material will be purchased as per requirement on unit price (as and when require).

APPENDIX C

LIST OF MATERIALS