EOI Document Hiring of Janitorial Services [FY – 2024-25]



COMSATS University Islamabad Park Road, Islamabad

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1. Tender Notice

COMSATS University Islamabad CUI-Proc/(TN-498/06/2024

Hiring of Janitorial Services

- COMSATS University Islamabad (CUI), a Public Sector University invites Bids through e-Pak Acquisition
 & Disposal System (EPADS) <u>https://eprocure.gov.pk</u> on "Single-StageTwo-Envelope"
 method from Income Tax & GST registered Firms/Companies who are on the Active Taxpayer
 List (ATL) for General Sales Tax and Income Tax of FBR.
- 2. The Bid Security for the Bid is Rs.500,000/- in the form of Call Deposit/Bank Draft (refundable) drawn in favor of "COMSATS University Islamabad" (FTN/NTN: 9013701-9); scanned copy of which is required to be uploaded through EPADS and hard copy must be submitted physically along with hard-copy of sealed bidding document on the closing date of the tender to COMSATS University Islamabad on the address given below.
- 3. The complete Tendering process shall be carried out through EPADS.
- 4. Interested bidders are requested to register themselves on the EPADS <u>https://eprocure.gov.pk</u> and submit their tender documents on EPADS.
- 5. For registration and guidance/training on EPADS, you may contact EPADS UAN: 051-111-137-237.
- Closing date of submission is <u>June 28, 2024. by 1100 hours</u>. The bids shall be opened <u>half hour after</u> <u>the closing time</u> in the presence of the bidders who wish to be present, in Room No. G-6/G-8, Ground Floor, Faculty Block-I, COMSATS University Islamabad.
- As per PPRA Rule 33, CUI may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

Contact Person and Submission



In-Charge Procurement **COMSATS University Islamabad** 2nd Floor, Faculty Block-II, Park Road, Tarlai Kalan, Islamabad, Tel: 0336-5524334, 051-90495242, 051-9049-5154, 051-9049-5122 Email: wajidkamran@comsats.edu.pk

2. Key Points

Table #1

S.N	Detail	Specification
1.	Method	Single Stage Two Envelope
2.	Validity of Bid	90 Days from the date of Closing of Bids
3.	Award of Contract / W.O	Lowest evaluated bidder
4.	Work completion	As per Contact Agreement
5.	Closing Date & Time	June 28, 2024, by 1100 hours
6.	Opening Date & Time	Half Hour after the Closing Time on the same day
7.	Bid Security Amount (Under Rule 25 of PPRA Rules 2004)	Rs.500,000 /- (Refundable)
8.	Performance Security	Bid Security of successful bidder shall be retained as performance guarantee till contract period

3. Technical Evaluation Criteria:

Table 1: Mandatory Requirements:

8	Detail	Criteria	Envelope
1.	Draft of Earnest Money (Separate Envelope)	Mandatory	Financial Bid
2.	Financial Bid / Quotation (Strictly as per CUI pattern) Any alteration/addition/deletion will dis-qualify the bidder from the bidding process	Mandatory	Financial Bid
3.	Declaration Form	Mandatory	Technical Bid
4.	GST and NTN Registration	Mandatory	Technical Bid
5.	Active Taxpayer List (ATL) of FBR Status as "Active" in I.T and Compliance Level is 100% in GST	Mandatory	Technical Bid
6.	Proof of non-blacklisting: Affidavit on legal paper of appropriate value (duly attested from notary public) OR letterhead that the firm/company is neither blacklisted nor in litigation with any public sector client	Mandatory	Technical Bid
7.	Compliance with CUI Requirement Blank technical sheet shall be treated as non-compliance and may result rejection of tender / bid	Mandatory	Technical Bid
8.	Professional Experience List of 5 executed contracts of Janitorial services of over Rs. 1,000,000/- each for different client in the last 5 years (proof of 5 x W.O / Contract agreement is mandatory)	Mandatory	Technical Bid
9.	Submission of Tender document through EPADS as well as one hard copy (Technical Bid Envelope, Financial Bid Envelope, Bid Security)	Mandatory	Technical Bid

- Failing in any of the mandatory requirement will disqualify the bidder from the bidding process.
- After evaluation of bidders in technical evaluation process, financial bids of only technically qualified bidders will be opened through prior notice.
- DO NOT attach any information or portfolio which is not requested. Only provide the demanded information.

4. FINANCIAL PROPOSAL

(On Company's Letterhead)

Ref No:	NTN:
Date:	GST:

Hiring of Janitorial Services

S. N	Janitor Required	No. of Janitors	Rate per janitor	GST	Rate per janitor (GST INCL)	Total Rate per month (GST INCL)
1	Supervisor	04				
2	Janitors (Male/Female) as per CUI requirement	66				
Total Rate inclusive of GST (per month)						

- The bid is submitted without any conditions.
- All cleaning materials required as mentioned in the Scope of work.
- The rates MUST be quoted inclusive of all janitorial services.
- Janitorial services shall be provided from 7:00 AM to 9:00 PM daily (except for public holidays and Sunday).
- The age limit of janitor will be between 18-52 years.
- All the terms and conditions provided by COMSATS University Islamabad are acceptable unconditionally, including bid validity and service delivery.
- List of service providers shall be provided to CUI on monthly basis.
- The contractor undertakes to comply with the government minimum wage/rate as notified.
- The contractor undertakes to provide a monthly salary disbursement certificate/receipt to ensure the minimum wage rate to CUI.

Name of authorized Person:

Date:

Signature

Official Company Seal:

5. Technical Compliance Performa

(On Company's Letterhead)

Ref No:	NTN:
Date:	GST:

Hiring of Janitorial Services

S.N	Descriptions	Compliance	Non- compliance			
1	Supervisor					
2	Janitors (Male/Female) as per CUI requirement					
	Cleaning Material					

- The bid is submitted without any conditions.
- All cleaning materials required as mentioned in the Scope of work.
- The rates MUST be quoted inclusive of all janitorial services.
- Janitorial services shall be provided from 7:00 AM to 9:00 PM daily (except for public holidays and Sunday).
- The age limit of janitor will be between 18-52 years.
- All the terms and conditions provided by COMSATS University Islamabad are acceptable unconditionally, including bid validity and service delivery.
- List of service providers shall be provided to CUI on monthly basis.
- The contractor undertakes to comply with the government minimum wage/rate as notified.
- The contractor undertakes to provide a monthly salary disbursement certificate/receipt to ensure the minimum wage/rate to CUI.

Name of authorized Person:

Date:

Signature

Official Company Seal:

6. Minimum Wage rate

(On Company's Letterhead)

Ref No:	
---------	--

Date:

NTN:			
GST:			

Undertaking

We M/s______ hereby affirm that the Government policy for minimum wages shall be followed/complied in true spirit. Further, the Company/Firm will provide a monthly salary disbursement certificate/receipt to ensure the minimum wage rate, to CUI.

Name of authorized Person:

Date:

Signature

Official Company Seal:

7. General Terms & Conditions of the Tender

- i. No tender/bid shall be considered if:
 - *a)* Not uploaded through EPADS.
 - b) Received without required documentation or deficiency in required documentation.
 - *c)* Received without bid security.
 - *d*) In contradiction with the specification given by the CUI.
 - *e)* Received with any condition.
 - *f)* The bidder is in litigation with CUI or is blacklisted by any organization or is notified as blacklisted on PPRA website.

8. Contact person and Submission of Bids:

i. Contact Person for all inquiries, clarifications and bid submission shall be:

In-Charge Procurement COMSATS University Islamabad 2nd Floor, Faculty Block-II, Park Road, Tarlai Kalan, Islamabad, Tel: 051-90495242, 051-9049-5154, 051-9049-5122 Email: wajidkamran@comsats.edu.pk

9. Validity of Bids:

- i. The Bid shall remain valid as mentioned in Table 1 of the tender document.
- ii. Any bidder/firm/ company which refuses to accept the Work Order based on market price escalation shall result in forfeiting the bid security. CUI may also impose a ban from business with it for a period of 6 months.

10. Price of the Bid:

- i. Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- ii. Applicable Income tax and GST shall be deducted at source and as per rules. In case of exemption, please mention and attach proper documentation duly verified from the concerned tax authorities. However, CUI reserves the right to accept or reject the exemption certificate. At the end of financial year, CUI shall provide a certificate of deduction of tax. The vendor shall claim tax refund from Tax Authorities/FBR.
- iii. In the case of tie in rates of the bidders, award of contract shall be decided through balloting between those bidders who quoted the same rates, in their presence.
- iv. Unit price shall be taken up to 1 decimal point. The total cost shall be rounded up to zero decimal.
- v. In case of any conflict in the price/cost quoted by the bidder, the unit cost (Exclusive of GST) quoted by the bidder shall be considered for calculation.

- vi. In case GST is not mentioned, the prices shall be considered as inclusive of GST.
- vii. The contractor undertakes to comply with the government minimum wage rate as notified.
- viii. The contractor undertakes to provide a monthly salary disbursement certificate/receipt to ensure the minimum wage rate to CUI.

11. Bid Currencies & Bid Security:

- i. Bid prices shall be quoted in Pak Rupees.
- ii. The currency of the bid security shall also be in Pak Rupees.
- The Bidder shall furnish, as part of its bid, bid security as specified in Table 1 of the tender document.
 The bid security is required to protect CUI against the risk of Bidder's default which would warrant the security's forfeiture.
- iv. The bid security shall be in favor of **COMSATS University Islamabad (FTN/NTN: 9013701-9),** in any of the following form:
 - a. Bank Draft
 - b. Pay Order
- A scanned copy of bid security is required to be uploaded through EPADS and hard copy must be submitted physically on the closing date of the tender to COMSATS University Islamabad on the address given in the tender notice.
- vi. No personal cheques shall be acceptable at any cost. Also, any previous bid security shall not be considered or carried forward.
- vii. The bid security found deficient of the required amount shall not be considered.
- viii. Unsuccessful bidders' bid security shall be released and returned promptly as the successful bidder gives consent to the work order or signs the contract agreement, whichever is applicable.
- ix. The bid security of the bidder shall be forfeited if the bidder:
 - a. Requests for withdrawal of its bid during the evaluation process.
 - b. Does not accept the correction of arithmetic errors in its bid.
- x. The bid security of the successful bidder shall be forfeited if the bidder:
 - a. Fails to accept the work order/sign the contract agreement after announced as successful Bidder.
 - b. Fails to comply with the requirement of the bid and contract.

12. Clarification of Bidding Document:

i. During evaluation of the bid(s), CUI may, at its discretion, ask the Bidder for a clarification of its bid and such information imperative for evaluation. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted. In case the bidder fails to respond within given deadline, the bidder shall be considered as non-responsive and shall be disqualified from the bidding process.

13. **Opening of Bids**:

i. CUI shall open all bids through EPADS at the time, date, and place specified in tender notice, in presence of bidders' representatives who wish to attend the meeting and shall sign an attendance sheet as evidence of their presence.

14. Influencing the evaluation process:

- i. No Bidder shall contact CUI on any matter relating to evaluation of its bid, from the time of bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has a grievance to submit, it should do so through EPADS.
- ii. Any effort by a Bidder to influence CUI during bid evaluation may result in disqualification of the bid.

15. Qualification & Evaluation of Bids:

- i. CUI shall determine whether the Bidder is qualified to perform the Contract satisfactorily, in accordance with the criteria & qualification specified in the tender document.
- ii. The qualification shall be based upon an examination of the documentary evidence submitted by the Bidder, as well as such other information as CUI deem necessary and appropriate.
- iii. CUI shall technically evaluate and compare the bids which have been determined to be substantially responsive, as per evaluation criteria given in the tender document.
- iv. The bidder's financial evaluation of a bid shall be based on the lowest evaluated bid inclusive of all prevailing taxes and duties.
- v. CUI shall examine the bids as whether:
 - a. They are complete in all respect;
 - b. Any computational errors have been made;
 - c. Required financial sureties have been furnished;
 - d. The documents have been properly signed.

- vi. Arithmetical errors shall be rectified on the following basis:
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price (exclusive of tax) shall prevail, and the total price shall be corrected. If the Contractor does not accept the correction of the errors, the bid shall be rejected, and the bid security shall be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- vii. CUI may waive any minor non-conformity, in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
 - a. Explanation: A minor non-conformity is one that is merely a matter of form and not of substance. It also pertains to some immaterial deficiency in a Bid or variation of a bid from the exact requirements of the tender document that can be corrected or waived without being prejudicial to other bidders. The deficiency is immaterial when the affect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. CUI shall either give the bidder an opportunity to correct any deficiency in a bid or waive the deficiency, whichever is advantageous to CUI.
- viii. Prior to the detailed evaluation, CUI shall determine the substantial responsiveness of each bid to the bidding documents. For the purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
- ix. Deficiency in bid security, Applicable Law and Taxes and Duties shall be deemed to be a material deviation. The CUI 's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- x. If a bid is not substantially responsive, it shall be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. Notification of Evaluation Reports:

i. The evaluation report shall be notified through EPADS and email.

17. Corrupt or Fraudulent Practices & Blacklisting:

- i. The bidders shall be required to observe the highest standard of ethics during the procurement and execution of contracts. For the purpose of this provision, the terms set forth below are defined as under:
 - a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;

- b. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of CUI;
- c. "Collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive CUI of the benefits of free and open competition.
- ii. CUI shall have the right to reject a proposal for award if it determines that the bidder had been engaged in corrupt or fraudulent practices in the past with any organization.
- iii. Any bidder/firm/company which is blacklisted by any organization and/or notified as blacklisted by PPRA shall be considered disqualified from the bidding process unless and until it is de-notified on PPRA website.
- iv. If it at any time, CUI determines that the firm has engaged in corrupt, fraudulent, or collusive practices in competing for, or in executing the contract, it shall sanction/ban a bidder/firm/company, in accordance with prevailing Blacklisting procedures under Federal Public Procurement Rules.

18. Right to Accept or Reject Bids:

i. Under PPRA Rule 33(1), CUI may reject bids or proposals at any time prior to the acceptance of a bid or proposal, without incurring any liability to the bidder(s).

19. Award of Contract:

- iii. After scrutiny of all bidding documents, the final evaluation report shall be uploaded to EPADS, and the work order/purchase order shall be issued on the basis of most advantageous bid as mentioned in Table 1 of the tender document.
- ii. The successful bidder shall immediately sign a contract agreement / give consent to the Work Order/Purchase Order. The bidder shall bear all the stamp duties and expenses for the purpose of contract agreement/Work Order/Purchase Order, if any.
- iii. The number of janitors may increase or decrease as decided by the CUI.

20. Notification of Award:

- i. The notification of award shall constitute the formation of the Agreement/Work Order/Purchase Order.
- Upon the successful bidder's signing the contract agreement/acceptance/consent to the Work Order/Purchase Order, CUI will promptly notify the unsuccessful bidder(s) and will release its bids security.

iii. In cases lowest evaluated bidder refuses or fails to supply the item(s)/execute the work within the deadline(s), the Work Order may be offered to the next lowest bidder provided that the difference between the 1st lowest bidder and 2nd lowest bidder (2nd-1st) is less than or equal to the earnest money (General Economic Principle). Same principle for 3rd, 4th lowest bidders and so on

21. Legal Document

i. The Tender document and Contract agreement/Work Order/Purchase Order altogether shall have legal binding on all bidders.

22. Declaration Form

(THIS FORM IS TO BE PROVIDED WITH THE BID)

All the terms & conditions have been carefully read and understood and are hereby unconditionally accepted and it is declared that:

I understand that by inserting any condition in my bid consciously or unconsciously will AUTOMATICALLY disqualify me from the bidding process.

By altering/adding/deleting any point, clause, condition in the documents provided will automatically disqualify me from the bidding process.

All the information furnished by me/us here-in is correct.

I / We have no objection if enquiries are made about the work listed by me/us in the accompanying sheets /annexure.

I / We agree that the decision of committee(s) in selection will be final and binding to me/ us.

I / We have read the instructions appended to the proforma and I/we understand that if any false information in the documents is noticed at a later stage, the committee is at liberty to act in a manner it feels deemed fit, which may include Penalty AND/OR forfeiting of earnest money AND/OR blacklisting for future tendering with CUI AND/OR bar from business with CUI for a period as deemed appropriate depending on nature of offence.

Tender Title	
Name of Firm/ Company	
Year of Establishment in this business	
Name of Authorized agent	
Office Address	
GST No.	
NTN.	
Valid Cell No.	
Valid E-mail (For all official correspondence)	
Signature & Stamp (Authorized Representative)	

23. Documents to be submitted by the bidders / Check List

(To be filled by Applicants)

This page must be placed on Top of the complete bidding document.

Detail	Yes	No	Page Reference
This Checklist - ON TOP			
Draft of Earnest Money (Separate Envelope)			
Financial Bid / Quotation (Strictly as per CUI pattern)			
Declaration Form			
GST and NTN Registration			
Active Taxpayer List (ATL) of FBR			
Proof of non-blacklisting:			
Compliance with CUI Requirement			
Professional Experience			
Submission of Tender document through EPADS as well as one hard copy (Technical Bid Envelope, Financial Bid Envelope, Bid Security)			
Minimum wage rate certificate as notified by the Government			

Prepare & Submit the Bid in this Order.

24. Terms of Reference of contract

Part 1

Detail & Scope of Required Janitorial Services

Daily Services:

1. Cleaning, Swabbing, and mopping of the entire CUI premises including rooms, glass windows and doors, passages, main floors, corridors, lawns, toilets and walkways and surrounding areas etc. using phenyl where necessary.

2. Cleaning and washing thoroughly all toilet commodes, urinals, wash basins and paper baskets using branded materials such as vim etc.

3. Spray of Air Freshener will be made in offices/ rooms and spray of insecticide having good smell in all the offices/ premises. Spray of disinfectants such as phenyl will be made in the toilets /urinals in order to kill insects and germs and placing of naphthalene balls and air freshener (Tikki type such as Roomi etc.) in each washroom to avoid bad odor/smell.

- 4. Spot cleaning whenever required in the office premises
- 5. Cleaning of doors/Windows glasses installed in the offices/ buildings
- 6. Carpet Vacuum Cleaning
- 7. Collection, Storage and disposal/delivery of Garbage
- 8. Removal of Garbage from the premises of CUI to CDA points
- 9. Dusting of Wooden Partition and Skirting
- 10. Provision of trash bags in trash bins (placed outdoor in all campus)

Weekly Services

- 11. Cleaning of Lights, switchboard and fans etc.
- 12. Cleaning / dusting of aluminum windows and door glasses
- 13. Spraying disinfectants in toilets
- 14. Cleaning of false sealing

Monthly Services

- 15. Polishing of metal items in common area
- 16. Cleaning of all drainpipes and traps etc.
- 17. Floor Mansion Polishing
- 18. Cleaning of drainpipes
- 19. General Cleaning / washing / polishing of Floors would be observed on Saturdays.

Additional Services

- 20. Cleaning of Exterior glass windows of the buildings upto the height of 50 meters or so. Twice a Year.
- 21. Fumigation Services

J eitorial Staff (Company) Block ese

Sr. No	BLOCKS	Basement	Ground Floor	1 st Floor	2 nd Floor	3 rd Floor	4 th floor	5 th floor	Cast	Female Staff	Male Staff	Supervisor	Total Staff
01	AB-1 (EE)		01	02	02	01			01	01	07	01	09
02	Physics Block		01	01	01	01			•		04		04
03	AB-2	-	02	02	02	02			-	02	08	01	11
04	FB-2	01	02	02	02	02	02	01	-	02	12	01	15
05	Library	01	02	01	01					01	05	-	06
06	N- Block		01		-	-	•	•	-	•		-	01
07	AB-3	01	02	02	02	01				02		01	11
08	Chemistry	-	01	-		•	•	•	-	•	01	•	01
08	Medical/Securi ty/Transport	•	01	•					•	•	01	•	01
09	Bic / R&D	-	02	-	-	•	•	-	-	01	02		03
10	Gate - 03	-	01	•	-	•	-	•	-	-	01	•	01
11	Ground/Sports Office	-	01	-	•	•	•	-	•	-	01	>-	01
12	Nano Lab/ Gate 02	-	02	-	-	-	-		•		02	•	02
13	Gate - 01	-	01	•		•	-	-	-	•	01	-	01
14	Masjid	-	01	-		-	-	-	-		01	-	01
15	Front EE/Physics												01
16	Bin-Man (Kachray Wala)	-	01	- otal Workers	-		•	•	•	-	01	- 70	01

In case of any increase in building/ area / locations in the near future, the contractor shall provide services on quoted rates as per actual requirement. The total number of janitors can be increased/decreased as per requirements of the CUI.

Terms of Reference of contract

- 1. The Contractor will provide Janitorial Service as per timing schedule/rooster set forth by the relevant authority of CUI, 06 days a week.
- This agreement shall take effect from the date of signing of this contract and shall continue in force upto initially for one year (Extendable upto further 2 years on same term & conditions) subject to satisfactory completion of <u>03 months' probation period</u>.
- 3. The Contractor will be independent & all services rendered under this contract are to be performed as such and being understood that the direction and manner of performance of services of the contractor's employees shall be solely within the control of contractor.
- 4. The Contractor will be responsible to ensure security verification/clearance of his employees and provide complete record of his employees to Security Section of CUI as and when asked.
- 5. Employees deployed by the contractor will carry their Service Cards duly issued/attested from the contractor's firm along with NADRA NIC cards, whenever placed for duty or replaced.
- 6. The contractor will ensure good discipline and conduct and follow the instructions of the contract incharge/administrator of CUI. In case of any disciplinary lapses such as (misbehavior, careless attitude with the CUI officials or Students), a strict disciplinary action will be as per decision of the competent authority which may lead either to financial penalty or termination of contract.
- 7. The contract can be extended on a yearly basis (maximum of 03 years) subject to satisfactory performance and approval of the competent authority on mutual consent of the parties.
- 8. An amount of **Rs.500,000/-** as performance security to be submitted by the contractor as per table # 01. Any illegal/unauthorized violation of contractual term made by the contract may lead to forfeiture of Performance Security.
- 9. The contractor will ensure discharge of services at CUI in a professional and efficient way. Either of two parties of this contract shall have the right to terminate this contract at any time upon 60 days prior written notice.
- 10. In case of any dispute, the decision of the Competent Authority (CPC) of CUI will be final and binding of both parties.
- 11. The Service Provider shall prohibit its employees/staff from disturbing papers placed on desks/tables, opening desk drawers or cabinets, or using telephone or office equipment provided for official business at the premises.
- 12. The Service Provider is responsible and hereby undertakes that all staff/employees and supervisors of the Service Provider appointed at the premises of the University have not been and shall not indulge in

any criminal and unlawful acts; if however found guilty they shall be subject to termination of their appointment at the premises of the University and the Service Provider shall bear any damages caused to the University due to such indulgence.

- 13. The bidder shall ensure that all his employees/Staff appointed at the premises;
 - a) Shall observe the rules and regulations of the University enforced and as amended from time to time.
 - b) Shall be skilled, competent, appropriately equipped and dressed to carry out their duties at the premises. The Service Provider has the right to inspect and test all services mentioned in this Contract, to extent practicable at all times during the terms of this contract.
 - c) Shall be courteous at all times and follow instructions of the University.
 - d) Shall arrive at the work site promptly at the scheduled time with clean and neat uniform while performing his duties at the premises.
 - e) Shall observe the No Smoking Policy of the University
 - f) Shall not arrive at the work site under the influence of alcohol and shall not drink alcoholic drinks while being on the job or within the premises of the University.
 - g) Shall not indulge in discussions of arguments with any of the staff or officials of the University.
 - h) Shall be healthy and medically fit with the age **<u>between 18 to 52 years.</u>** Provision of CNIC is mandatory for all Janitorial staff.
- 14. The Service Provider shall immediately and without requiring any justification remove any employee/staff from the premises if such removal is desired by the University and shall provide a replacement on immediate basis.
- 15. The Service Provider shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the University.

Payment of Charges and disbursement of salary:

16. The services will be provided on credit basis. The charges will be paid on monthly basis. The CUI will make the payment by 15th of following month subject to provision of certificate/receipt for complying the minimum wage rate. The invoices/bills to this effect will be submitted by the contractor (duly verified by the competent authority concerned) by 5th of each month. Bills received after 5th will be processed for payment in next month.

Holidays

17. Sunday and gazetted holidays will be allowed, however if work is of an emergent nature then the services of janitorial staff shall be called for at any time.

DAMAGES

- 18. The contractor will be held responsible and will pay for any loss/damage made to the CUI property intentionally or unintentionally and penalty will be imposed.
- 19. In case of any theft or damages, both parties will investigate the case jointly and if it is proved that the incidence occurred due to the negligence of Janitorial Staff of the bidder, the losses/ damages shall be recovered from the bidder.
- 20. In case any of the Janitors staff have fatal injuries, death or any consequence there to arising during the course of duty, the service provider shall be responsible for compensation (if any).

AGREEMENT COVERAGE

Penalty/termination of agreement/force Majure

- 21. In case, the Contractor fail to comply with the terms and conditions as laid down, the CUI's authority shall have the power to:
 - a. Reduce the payments and impose penalty (up to Rs.1,000/- one time each building), if the quality of the services rendered anywhere under the contract, is not up to the required standards.
 - b. Direct the Contractor to make significant improvement in services, failing which the decision of CUI will be final and binding upon the parties.
 - c. The CUI shall have the right to <u>terminate this contract</u> without assigning any reason by giving a notice of 60 days and imposition of penalty keeping in view the nature of default, if any. The Contracter can also request for termination of the Contract stating valid reasons by giving a notice of at least 60 days.
 - d. Neither of the parties hereto shall be held responsibility for any delay or failure to perform any or all of the obligations imposed upon such party by case of "force majure".
- 22. The contractor shall engage the required number of janitors/supervisors as it may consider necessary by CUI and shall be directly responsible for determining the terms and conditions of their service. All such manpower shall continue to be the workers of the contractor and the CUI shall not be responsible for them, their dues, claims, damages, disputes for terminal benefits, whatsoever, that may arise in connection with their employment with firm/company. The Contractor will provide replacement of any absent janitor from the duty failing which a penalty @ per absence will be deducted from the monthly payment of the contractor. Unit rate of janitor / RS. 1000/- per person daily rate.
- 23. The Contractor shall be responsible for the <u>conduct/ behavior</u> and working standard of his staff individually and/or collectively and shall exercise administrative control over them directly Any unrest / strike of janitors will be handled by the contractor and CUI will not be party to any such demands

by the janitors. In such cases, if the area/ buildings / washrooms are not cleaned, a fine of Rs. 10,000/- will be imposed per day.

- 24. The Contractor shall ensure that the workers employed by him <u>abide by all the safety precautions</u> in force and comply with all such requirements as may be laid down from time to time in connection with the execution of this Contract and his employees/workmen shall confine themselves to work areas as may be specified by the CUI from time to time.
- 25. The Contractor **shall not sublet** the Contract or any part thereof to any other person and shall always be personally responsible for the faithful/efficient performance and progress of the work entrusted to him under the **Contract**.
- 26. The Contractor shall ensure strict compliance with all <u>relevant laws</u>, rules and regulations including those applicable to his workmen/employees and shall indemnify CUI against all losses, damages costs and expenses that may be incurred by the CUI owing to the Contractor's failure to strictly comply with any such law, rule or regulation.
- 27. The Contractor will guarantee that he and the workmen/employees of him shall <u>maintain</u> <u>professional discipline</u> while on the job inside the CUI premises during the entire period of the Contract and any administrative, disciplinary or any other dispute arising between the Contractor and his employees or any dispute amongst the workmen/employees shall be settled outside the CUI premises without affecting the work schedule set forth by the CUI.
- 28. In case of any dispute with regard to this Contract the <u>decision of the CUI authorities shall be</u> <u>final.</u>
- 29. The <u>Work is to be commenced immediately</u> upon receipt of the written "Order to Commence Work".
- 30. The contractor shall be <u>liable for all types cleaning services</u> at CUI and shall leave the premises clean and tidy on daily basis at their own arrangements and expense. Negligence/non-compliance in this regard will lead to imposition of penalty (upto Rs.5000/- for each time) and contractor being found non-responsive even after 03 times, will be liable to the prevailing of condition for termination of its contract.
- 31. The rates as approved in the contract would be considered as valid and remained unchanged until the completion of contract period and additional/future requirements of the CUI would be met on same terms & conditions.
- 32. Except as otherwise expressly provided in the contract, all "**Taxes**" as levied by the Government of Pakistan, shall be on account of the Contractor. Contractor shall indemnify the CUI against any liability in respect of such taxes.
- 33. The contractor undertakes to comply with the government minimum wage rate as notified.
- 34. The contractor undertakes to provide a monthly salary disbursement certificate/receipt to ensure the minimum wage rate to CUI.

Performance Review Meetings:

CUI Islamabad and contractor will arrange monthly or quarterly meeting to review the performance of Services to overcome gaps if any.

FOR AND ON BEHALF	FOR AND ON BEHALF
COMSATS University	M/S
Name & Designation	Name & Designation
Signature	Signature
Witness:	Witness:
Name:	Name:
NIC No:	NIC No:
Signature:	Signature: