

## E-STAMP (GOVERNMENT OF PUNJAB)



PB-RWP-EE3177931C34DBE3

PSID-40172608312875109

Rs 3,000/-

Three Thousand Rupees Only

|                      |                                                                    |
|----------------------|--------------------------------------------------------------------|
| Deed Name            | : AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)                 |
| First Party          | : ABID JAVED GAKHAR [6110152950761]                                |
| Second Party         | : NATIONAL DISASTER RISK MANAGEMENT FUND ISL                       |
| Receipient           | : ABID JAVED GAKHAR [61101-5295076-1]                              |
| Issue Date           | : 31-Aug-2026, 10:15:10 AM                                         |
| Stamp Duty Paid by   | : NATIONAL DISASTER RISK MANAGEMENT FUND ISLAMABAD [6110152950761] |
| Paid Through Challan | : 2026FBC754CB3BDF                                                 |

Please Write Below This Line

### FORM OF CONTRACT

THIS AGREEMENT No.SSG-Admin/001/2026.27 (EPADS V2.0 No. P62009)made on 31st August 2026, between **National Disaster Risk Management Fund (NDRMF)**, having its office located at *Floor No. 5, EOBI Building, Block 33-34, Mauve Area Near NADRA Office, G 10/4, Islamabad* (hereinafter called "the Procuring Agency/ Client") on the one part and **Mr. Abid Javed c/oMs. Waqar Javed & Company**, situated at *No. 2, SN-487, Ghousia Masjid, Awan Colony, D.K. Khan, Rawalpindi*. (hereinafter called "the Service Provider") on the other part.

WHEREAS the Procuring Agency invited e-bids(EPADS V2.0 No. P62009)for **Office Repair and Maintenance Services** and has accepted the Service Provider's e-Bidin the sum of **PKR 2,880,262 (Pak Rupees Two Million Eight Hundred Eighty Thousand Two Hundred Sixty-TwoOnly)**inclusive of all taxes and DDP (hereinafter called "the Contract Price").

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
  - a) Letter of Intent (NDRMF's official email);
  - b) PPRA EPADS V2.0 – Letter of Award;
  - c) Price Schedule;
  - d) Tendered Schedule of Requirements/Items/Lot Specification & Related Services of Goods;
  - e) General Conditions of Contract and Special Condition of Contracts; and
  - f) Addendum etc(if applicable)
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the Insurance coverage services and to remedy defects therein in conformity in all respects with the provisions of the Contract.



4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of Service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Islamic Republic of Pakistan on the date indicated above.

**PARTIES**

For and on behalf of 'The Procuring Agency/NDRMF'

Name: Mr. Amir Khan  
Designation: Chief Executive Officer  
CNIC: 61101-1881119-3

Name: Muhammad Asif  
Designation: Manager Procurement  
CNIC: 37406-1641427-5

For and on behalf of 'the Service Provider/ Ms. Waqar Javed & Company

Name: Abid Javed  
Designation: CEO  
CNIC: 61101-5295076-1

**WITNESSES**

Name: Saq/Lain Hussain Shah  
Designation: Manager Technical  
CNIC: 37405-5683662-3





Outlook

Re: Letter of Intent – Office Repair and Maintenance Services Islamabad Ref. No. SSG-Admin/001/2026.27 (EPADS V2 No. P62009)

From Abid Javed <abidjavedd@gmail.com>

Date Thu 27/08/2026 3:18 PM

To Tariq Akhtar <tariq.akhtar@ndrmf.pk>

Cc Muhammad Asif <muhammad.asif@ndrmf.pk>; Asma Iftikhar <asma.iftikhar@ndrmf.pk>; Maj Aamer Raza (Retd) <aamer.raza@ndrmf.pk>; Shahid Sadiq <shahid.sadiq@ndrmf.pk>; Shujaat Ullah Khan <shujaat.uk@ndrmf.pk>

Acknowledged.

On Wed, Aug 26, 2026 at 10:32 PM Tariq Akhtar <tariq.akhtar@ndrmf.pk> wrote:

Mr. Abid Javed

**Ms. Waqar Javed & Company**

No. 2, SN-487, Ghousia Masjid, Awan Colony,

D.K. Khan, Rawalpindi.

Ph: +92-300-581-2110

Reference to your subject submitted e-Bid vide PPRA EPADS V2.0 with submission date as 06-Aug-2026, followed by result announcement dated 18-Aug-2026,

2. NDRMF's Competent Authority has been pleased to accept subject award to **Mr. Abid Javed c/o Ms. Waqar Javed & Company** against your e-Bid corrected bid price amounting to **PKR 2,880,262** inclusive of all taxes and DDP as per PPRA EPADS V2.0 terms & Conditions mentioned in the tender document.
3. In light of the above, *Ms. Waqar Javed & Co.* is advised to acknowledge the receipt of this email and arrange non-judicial stamp papers duly issued for the repair and maintenance services, executed between NDRMF (client) & Ms. Waqar Javed & Co. (the Service Provider), minimum of Rs. 3,000 for Contract agreement under Schedule 1- Clause 22-A(v) of Stamp Act 1899, besides, authorize a representative of firm for signing of the contract (as per format already shared via Bid Document) upon of receipt of this Letter of Intent vide email within three working days.
4. Form of Contract (for facilitation in arranging Stamp Papers) is attached. Kindly also insert date, name designation and CNIC of the authorized officer and one witness for signing. All other attached documents shall be duly signed and stamp as it construes part of contract.
5. Pursuant to SCC Clause No. GCC 21 specifically read with Annexed Performance Security Clause, *"The Bid Security submitted by the Successful Bidder shall, upon award of the Contract, be converted into and retained as the Performance Security. The Performance Security shall be released upon issuance of the Certificate of Substantial Completion by the Procuring Agency's designated Point of Contact (PoC) under the Contract.*  
*Notwithstanding the above, the Procuring Agency shall retain an amount equivalent to five percent (5%) of the Contract Price from the payment claim submitted upon Substantial Completion as retention money. Such retention money shall be released upon the successful completion of the three (3) months Defects Liability Period, subject to the Contractor having duly remedied all defects and fulfilled all obligations under the Contract".*

Apropos above, your already submitted Askari Bank Bid Security Instrument No. BC.No.35802276 dated 05-Aug-2026 amounting to PKR 70,000 will be retained as prescribed.

NDRMF's Point of contact for subject service delivery is AM(Admin) – Maj (r) Aamir Raza, +92-051-9108300, [aamer.raza@ndrmf.pk](mailto:aamer.raza@ndrmf.pk).

Please acknowledge this email and accept issued LOA on PPRA EPADS v2.0 as well, in order to proceed expediently. Anticipated thanks.

Regards,

**Tariq Akhtar – Assistant Manager Procurement**



National Disaster Risk Management Fund – NDRMF  
5<sup>th</sup> Floor, EOBI House G-10/4, Islamabad  
Tel: (00 92) (051) 910 8300 Ext: 417

Disclaimer: This email and any file transmitted with it are confidential and intended solely for the use of the individual(s) or entity to whom it is addressed. If you are not the named addressee, please notify the sender immediately by return email and delete this email along with all its attachments. If you are not the intended recipient and received this email in error, you are notified that do not disclose, use, copy, disseminate or retain this email or any part of it or take any action in reliance on the contents of this email. Unless expressly stated, opinions and views presented in this email are those of the individual sender and do not necessarily represent those of the National Disaster Risk Management Fund (NDRMF) Although NDRMF has taken reasonable precautions to ensure no viruses are present in this email, NDRMF neither accepts responsibility for any loss or damage arising from the use of this email or attachments nor accepts liability for any errors or omissions in the contents of this email, which arise as a result of email transmission. The correctness of email ids or the integrity and security of this email cannot be guaranteed over the Internet. Therefore, the sender will not be held liable for any damage caused by the message. Please do not print this email unless it is necessary. Every unprinted email helps the environment. NDRMF reserves the right to monitor email communications through its networks.

## Letter of Award (LoA)

Office Repair and Maintenance Services, Islamabad  
(Non-Consultancy Services)

National

Single Stage-One Envelope

August 24, 2026 12:06 PM

,Manager

5th Floor, EOBI House, G-10/4.

Phone: +92-321-400-4044, Email: muhammad.asif@ndrmf.pk

To:  
Mr. Abid Javed

Subject: LETTER OF AWARD(LOA) FOR "Office Repair and Maintenance Services, Islamabad ( P62009)" ATNational Disaster Risk Management Fund (National Disaster Risk Management Fund (NDRMF))

Kindly refer to your bid for the Office Repair and Maintenance Services, Islamabad in National Disaster Risk Management Fund (National Disaster Risk Management Fund (NDRMF)). In this regard, it is to inform you that you have been declared as the most advantageous bidder for the following position(s):

Individual Position(s)

| # | Position Name                 | Quantity | Unit Price (PKR) | Sub Total (PKR) |
|---|-------------------------------|----------|------------------|-----------------|
| 1 | Repair & Maintenance Services | 1 job    | 2879842.00       | 2,879,842       |
|   | Grand Total                   |          |                  | 2,879,842       |

As per SCC Clause of the bidding documents, you are required to provide a Performance Guarantee in the form of **Pay Order/ Banker's Cheque/ Call at Deposit/ Bank Guarantee/ Demand Draft** amounting **PKR 57,596.84** /- i.e. **2.00%** of the total contract value in the name of **National Disaster Risk Management Fund** by Monday, August 31, 2026 in the office of the undersigned, and formally sign the Contract containing detailed terms and conditions. You may also be required to pay stamp duty as per applicable rate.

Please note that this letter is not a contract but an expression of our intent to enter into a contract with you. In case of failure to comply with the instructions as detailed in the preceding paragraph, the procuring agency reserves the right to cancel this LoI, and proceed to issue offer to the next most advantageous bidder.

National Disaster Risk Management Fund (National Disaster Risk Management Fund (NDRMF)), Manager  
5th Floor, EOBI House, G-10/4.  
+92-321-400-4044  
muhammad.asif@ndrmf.pk

Date: \_\_\_\_\_

## Price Schedule

SCHEDULE OF REQUIREMENTS, SCOPE OF SERVICE/ WORK.

| S.NO     | Description                                                                                                                                           | Unit | Quantity | Unit Price (PKR) | Total Price (PKR) | GST/ServiceTax (Where applicable) PKR | Total Price Inclusive of all taxes and DDP (PKR) |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------------|-------------------|---------------------------------------|--------------------------------------------------|
| <b>1</b> | <b><u>Paint &amp; Polish Work complete in all respect</u></b>                                                                                         |      |          |                  |                   |                                       |                                                  |
| 1.1      | Paint Work Plastic emulsion Duluxe ICI                                                                                                                | SQFT | 7500     | 55               | 412,500           | 74,750                                | 486,750                                          |
| 1.2      | Wooden Polish complete as per all aspects including Reception table, Reception area ceiling and walls, 05 Wooden Doors, Partition and 07 console etc. | SQFT | 3675     | 135              | 496,125           | 89,302                                | 585,427                                          |
| 1.3      | Deco Paint work, cafeteria 02 tables                                                                                                                  | SQFT | 150      | 160              | 24000             | 4,320                                 | 28,320                                           |
| 1.4      | Cooling Duct Plastic emulsion Duluxe ICI                                                                                                              | SQFT | 1400     | 55               | 77,000            | 13,680                                | 90,680                                           |
| 1.5      | Wire metal duct Matt enamel ICI                                                                                                                       | SQFT | 160      | 150              | 24,000            | 4,320                                 | 28,320                                           |
| 1.6      | Roof paint work office + cafeteria                                                                                                                    | SQFT | 6050     | 55               | 333,300           | 59,994                                | 393,294                                          |
| <b>2</b> | <b><u>Office Lighting Arrangements, supply &amp; installation complete in all respect</u></b>                                                         |      |          |                  |                   |                                       |                                                  |
| 2.1      | Light 2x2 square white                                                                                                                                | Each | 70       | 6500             | 455,000           | 81900                                 | 536,900                                          |
| 2.2      | Tube Light Standard Tuff                                                                                                                              | Each | 2        | 2400             | 4800              | 864                                   | 5,664                                            |
| 2.3      | Hanging Light Golden Square                                                                                                                           | Each | 28       | 6500             | 182,000           | 32,760                                | 214,760                                          |
| 2.4      | 18 watt round light                                                                                                                                   | Each | 3        | 3600             | 10,800            | 1944                                  | 12,744                                           |
| 2.5      | 9"inchlightsquare                                                                                                                                     | Each | 35       | 2000             | 70,000            | 12,600                                | 82,600                                           |
| 2.6      | 7 watt round light                                                                                                                                    | Each | 4        | 800              | 3200              | 576                                   | 3,776                                            |
| 2.7      | 18-wattsquarelight                                                                                                                                    | Each | 6        | 1500             | 9,000             | 1,620                                 | 10,620                                           |
| 2.8      | Mirror lighting tube                                                                                                                                  | Each | 6        | 2000             | 12000             | 2,160                                 | 14,160                                           |
| 2.9      | Picture Light                                                                                                                                         | Each | 4        | 2400             | 9,600             | 1,728                                 | 11,328                                           |
| 2.10     | Rube Light                                                                                                                                            | FT   | 50       | 160              | 8,000             | 1,440                                 | 9,440                                            |
| 2.11     | Handi Light Bulb                                                                                                                                      | Each | 6        | 450              | 2,700             | 486                                   | 3,186                                            |
| 2.12     | LED Light Bulb                                                                                                                                        | Each | 20       | 480              | 9,600             | 1,620                                 | 10,620                                           |
| <b>3</b> | <b><u>Kitchen Cabinet and Poshish, supply and installation complete in all respect</u></b>                                                            |      |          |                  |                   |                                       |                                                  |
| 3.1      | Roller Blind with machine and fitting                                                                                                                 | SQFT | 105      | 165              | 17,325            | 3,118                                 | 20,443                                           |
| 3.2      | Kitchen Cabinet upper and lower replacement with super glass sheet fine quality, catcher handle fitting etc complete as per all aspects               | Each | 1        | 8000             | 8000              | 1,440                                 | 9,440                                            |
| 3.3      | Coffee Stool Poshish complete with new foam and replacement of hydraulic jack (if required)                                                           | Each | 12       | 1000             | 12000             | 2,160                                 | 14,160                                           |
| 3.4      | Cafeteria Chair Poshish with new leatherette as per approved color                                                                                    | Each | 24       | 1000             | 24000             | 4,320                                 | 28,320                                           |
| 3.5      | Sofa Poshish with new leatherette as per approved color single Seat r with paint work                                                                 | Each | 6        | 2000             | 12,000            | 2,160                                 | 14,160                                           |
| 3.6      | Sofa Poshish with new leatherette as per approved color 02- Seater with paint work                                                                    | Each | 6        | 4500             | 27,000            | 4,860                                 | 31,860                                           |



Date: \_\_\_\_\_

|                                                      |                                                                                  |      |     |       |         |        |                       |
|------------------------------------------------------|----------------------------------------------------------------------------------|------|-----|-------|---------|--------|-----------------------|
| 3.7                                                  | Sofa Poshish with new leatherette as per approved color03-Seater with paint work | Each | 3   | 15000 | 45000   | 8,100  | 53,100                |
| 3.8                                                  | Executive Revolving Chair hydraulic jack replacement                             | Each | 2   | 5000  | 10,000  | 1,800  | 11,800                |
| 3.9                                                  | Day Care Room Flooring Matt with multi color fitting & Poshish                   | SQFT | 250 | 120   | 30,000  | 5,400  | 35,400                |
| 3.10                                                 | Wall Poshish leatherette                                                         | SQFT | 450 | 250   | 112,500 | 20,250 | 132,750               |
| <b>Grand Total Inclusive of All Applicable Taxes</b> |                                                                                  |      |     |       |         |        | <b>Rs.2,879,842/-</b> |

Truly,



Ms. Waqar Javed & Company,  
Rawalpindi.



## Arithmetic Check

| Estimates |                                                                                                                                         |      |      | Ms. Abid Javed (Waqar Javed & Co) |                   |                                        |                                                  |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------|------|------|-----------------------------------|-------------------|----------------------------------------|--------------------------------------------------|
| S.NO      | Description                                                                                                                             | Unit | Qty  | Unit Price (PKR)                  | Total Price (PKR) | GST/Service Tax (Where applicable) PKR | Total Price Inclusive of all taxes and DDP (PKR) |
| 1         | <b><u>Paint &amp; Polish Work complete in all respect</u></b>                                                                           |      |      |                                   |                   |                                        |                                                  |
| 1.1       | Paint Work Plastic emulsion Duluxe ICI                                                                                                  | SQFT | 7500 | 55                                | 412,500           | 74,250.00                              | 486,750.00                                       |
| 1.2       | Wooden Polish complete as per all aspects including Reception table,                                                                    | SQFT | 3675 | 135                               | 496,125           | 89,302.50                              | 585,427.50                                       |
| 1.3       | Deco Paint work, cafeteria 02 tables                                                                                                    | SQFT | 150  | 160                               | 24,000            | 4,320.00                               | 28,320.00                                        |
| 1.4       | Cooling Duct Plastic emulsion Duluxe ICI                                                                                                | SQFT | 1400 | 55                                | 77,000            | 13,860.00                              | 90,860.00                                        |
| 1.5       | Wire metal duct Matt enamel ICI                                                                                                         | SQFT | 160  | 150                               | 24,000            | 4,320.00                               | 28,320.00                                        |
| 1.6       | Roof paint work office + cafeteria                                                                                                      | SQFT | 6050 | 55                                | 332,750           | 59,895.00                              | 392,645.00                                       |
| 2         | <b><u>Office Lighting Arrangements, supply &amp; installation complete in all respect</u></b>                                           |      |      |                                   |                   |                                        |                                                  |
| 2.1       | Light 2 x 2 square white                                                                                                                | Each | 70   | 6,500                             | 455,000           | 81,900.00                              | 536,900.00                                       |
| 2.2       | Tube Light Standard Tuff                                                                                                                | Each | 2    | 2,400                             | 4,800             | 864.00                                 | 5,664.00                                         |
| 2.3       | Hanging Light Golden Square                                                                                                             | Each | 28   | 6,500                             | 182,000           | 32,760.00                              | 214,760.00                                       |
| 2.4       | 18 watt round light                                                                                                                     | Each | 3    | 3,600                             | 10,800            | 1,944.00                               | 12,744.00                                        |
| 2.5       | 9" inch light square                                                                                                                    | Each | 35   | 2,000                             | 70,000            | 12,600.00                              | 82,600.00                                        |
| 2.6       | 7 watt round light                                                                                                                      | Each | 4    | 800                               | 3,200             | 576.00                                 | 3,776.00                                         |
| 2.7       | 18-watt square light                                                                                                                    | Each | 6    | 1,500                             | 9,000             | 1,620.00                               | 10,620.00                                        |
| 2.8       | Mirror lighting tube                                                                                                                    | Each | 6    | 2,000                             | 12,000            | 2,160.00                               | 14,160.00                                        |
| 2.9       | Picture Light                                                                                                                           | Each | 4    | 2,400                             | 9,600             | 1,728.00                               | 11,328.00                                        |
| 2.10      | Rube Light                                                                                                                              | FT   | 50   | 160                               | 8,000             | 1,440.00                               | 9,440.00                                         |
| 2.11      | Handi Light Bulb                                                                                                                        | Each | 6    | 450                               | 2,700             | 486.00                                 | 3,186.00                                         |
| 2.12      | LED Light Bulb                                                                                                                          | Each | 20   | 480                               | 9,600             | 1,728.00                               | 11,328.00                                        |
| 3         | <b><u>Kitchen Cabinet and Poshish, supply and installation complete in all respect</u></b>                                              |      |      |                                   |                   |                                        |                                                  |
| 3.1       | Roller Blind with machine and fitting                                                                                                   | SQFT | 105  | 165                               | 17,325            | 3,118.50                               | 20,443.50                                        |
| 3.2       | Kitchen Cabinet upper and lower replacement with super glass sheet fine quality, catcher handle fitting etc complete as per all aspects | Each | 1    | 8,000                             | 8,000             | 1,440.00                               | 9,440.00                                         |
| 3.3       | Coffee Stool Poshish complete with new foam and replacement of hydraulic jack (if required)                                             | Each | 12   | 1,000                             | 12,000            | 2,160.00                               | 14,160.00                                        |
| 3.4       | Cafeteria Chair Poshish with new leatherette as per approved color                                                                      | Each | 24   | 1,000                             | 24,000            | 4,320.00                               | 28,320.00                                        |
| 3.5       | Sofa Poshish with new leatherette as per approved color single seater with paint work                                                   | Each | 6    | 2,000                             | 12,000            | 2,160.00                               | 14,160.00                                        |
| 3.6       | Sofa Poshish with new leatherette as per approved color 02 - seater with paint work                                                     | Each | 6    | 4,500                             | 27,000            | 4,860.00                               | 31,860.00                                        |
| 3.7       | Sofa Poshish with new leatherette as per approved color 03 - seater with paint work                                                     | Each | 3    | 15,000                            | 45,000            | 8,100.00                               | 53,100.00                                        |
| 3.8       | Executive Revolving Chair hydraulic jack replacement                                                                                    | Each | 2    | 5,000                             | 10,000            | 1,800.00                               | 11,800.00                                        |
| 3.9       | Day Care Room Flooring Matt with multi color fitting & Poshish                                                                          | SQFT | 250  | 120                               | 30,000            | 5,400.00                               | 35,400.00                                        |
| 3.10      | Wall Poshish leatherette                                                                                                                | SQFT | 450  | 250                               | 112,500           | 20,250.00                              | 132,750.00                                       |

Excel formula calculated Bid Price PKR **2,880,262.00**  
 Bid Read out Price PKR **2,879,842**  
 Calculation error PKR **420.00**

Required Services

Positions Without Lots :

| Position                      | Delivery Schedule                                                                                                                                                                                                                                                         | Quantity | Bid Security |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------|
| Repair & Maintenance Services | <p><b>Address:</b> 5th Floor, EOBI House, G-10/4., Islamabad Capital Territory</p> <p><b>Schedule:</b> within 30 days following signing of contract agreement or from the next day of notification for possession of site (whichever is later) <b>Quantity:</b> 1/job</p> | 1/job    | 70000<br>PKR |

# Services Specifications

Positions Without Lots :

Position: Repair & Maintenance Services

Specifications / Requirements:

| Price Schedule This form shall be printed on bidder's letterhead with requisite items description, specification, unit and Quantities as illustrated in annexed SECTION: SCHEDULE OF REQUIREMENTS, SCOPE OF SERVICE/WORK. |                                                                                                                                                       |      |          |                  |                   |                                        |                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------------|-------------------|----------------------------------------|--------------------------------------------------|
| S.NO                                                                                                                                                                                                                      | Description                                                                                                                                           | Unit | Quantity | Unit Price (PKR) | Total Price (PKR) | GST/Service Tax (Where applicable) PKR | Total Price Inclusive of all taxes and DDP (PKR) |
| 1                                                                                                                                                                                                                         | Paint & Polish Work complete in all respect                                                                                                           |      |          |                  |                   |                                        |                                                  |
| 1.1                                                                                                                                                                                                                       | Paint Work Plastic emulsion Duluxe ICI                                                                                                                | SQFT | 7500     |                  |                   |                                        |                                                  |
| 1.2                                                                                                                                                                                                                       | Wooden Polish complete as per all aspects including Reception table, Reception area ceiling and walls, 05 Wooden Doors, Partition and 07 console etc. | SQFT | 3675     |                  |                   |                                        |                                                  |

**Price Schedule** This form shall be printed on bidder's letterhead with requisite items description, specification, unit and Quantities as illustrated in annexed SECTION: SCHEDULE OF REQUIREMENTS, SCOPE OF SERVICE/WORK.

|      |                                                                             |      |      |  |  |  |  |
|------|-----------------------------------------------------------------------------|------|------|--|--|--|--|
| 1.3  | Deco Paint work, cafeteria 02 tables                                        | SQFT | 150  |  |  |  |  |
| 1.4  | Cooling Duct Plastic emulsion Duluxe ICI                                    | SQFT | 1400 |  |  |  |  |
| 1.5  | Wire metal duct Matt enamel ICI                                             | SQFT | 160  |  |  |  |  |
| 1.6  | Roof paint work office + cafeteria                                          | SQFT | 6050 |  |  |  |  |
| 2    | Office Lighting Arrangements, supply & installation complete in all respect |      |      |  |  |  |  |
| 2.1  | Light 2 x 2 square white                                                    | Each | 70   |  |  |  |  |
| 2.2  | Tube Light Standard Tuff                                                    | Each | 2    |  |  |  |  |
| 2.3  | Hanging Light Golden Square                                                 | Each | 28   |  |  |  |  |
| 2.4  | 18 watt round light                                                         | Each | 3    |  |  |  |  |
| 2.5  | 9" inch light square                                                        | Each | 35   |  |  |  |  |
| 2.6  | 7 watt round light                                                          | Each | 4    |  |  |  |  |
| 2.7  | 18-watt square light                                                        | Each | 6    |  |  |  |  |
| 2.8  | Mirror lighting tube                                                        | Each | 6    |  |  |  |  |
| 2.9  | Picture Light                                                               | Each | 4    |  |  |  |  |
| 2.10 | Rube Light                                                                  | FT   | 50   |  |  |  |  |
| 2.11 | Handi Light Bulb                                                            | Each | 6    |  |  |  |  |

**Price Schedule** This form shall be printed on bidder's letterhead with requisite items description, specification, unit and Quantities as illustrated in annexed **SECTION: SCHEDULE OF REQUIREMENTS, SCOPE OF SERVICE/WORK.**

|      |                                                                                                                                         |      |     |  |  |  |  |
|------|-----------------------------------------------------------------------------------------------------------------------------------------|------|-----|--|--|--|--|
| 2.12 | LED Light Bulb                                                                                                                          | Each | 20  |  |  |  |  |
| 3    | Kitchen Cabinet and Poshish, supply and installation complete in all respect                                                            |      |     |  |  |  |  |
| 3.1  | Roller Blind with machine and fitting                                                                                                   | SQFT | 105 |  |  |  |  |
| 3.2  | Kitchen Cabinet upper and lower replacement with super glass sheet fine quality, catcher handle fitting etc complete as per all aspects | Each | 1   |  |  |  |  |
| 3.3  | Coffee Stool Poshish complete with new foam and replacement of hydraulic jack (if required)                                             | Each | 12  |  |  |  |  |
| 3.4  | Cafeteria Chair Poshish with new leatherette as per approved color                                                                      | Each | 24  |  |  |  |  |
| 3.5  | Sofa Poshish with new leatherette as per approved color single seater with paint work                                                   | Each | 6   |  |  |  |  |
| 3.6  | Sofa Poshish with new leatherette as per approved color 02 - seater with paint work                                                     | Each | 6   |  |  |  |  |

**Price Schedule** This form shall be printed on bidder's letterhead with requisite items description, specification, unit and Quantities as illustrated in annexed SECTION: SCHEDULE OF REQUIREMENTS, SCOPE OF SERVICE/WORK.

|        |                                                                                                                                                                                                                                                                                                       |      |     |  |  |  |  |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|--|--|--|--|
| 3.7    | Sofa Poshish with new leatherette as per approved color 03 - seater with paint work                                                                                                                                                                                                                   | Each | 3   |  |  |  |  |
| 3.8    | Executive Revolving Chair hydraulic jack replacement                                                                                                                                                                                                                                                  | Each | 2   |  |  |  |  |
| 3.9    | Day Care Room Flooring Matt with multi color fitting & Poshish                                                                                                                                                                                                                                        | SQFT | 250 |  |  |  |  |
| 3.10   | Wall Poshish leatherette                                                                                                                                                                                                                                                                              | SQFT | 450 |  |  |  |  |
| NOTES: | 1. Bidders must fill all corresponding sections accurately, which will be required for any variation order (increase/down in qty) deemed required with proper written prior approval. The bidders must quote for the complete scope of work. Bids covering only a part of the work shall be rejected. |      |     |  |  |  |  |
|        | 2. Bids Unit Prices will remain fixed, must be quoted in PKR and inclusive of all applicable taxes & DDP for the complete job with all respect.                                                                                                                                                       |      |     |  |  |  |  |

## Scope of Work

Refer to scope of work as indicated in Price Schedule.

Following instructions shall be part of the scope of work and strictly ensured;

### **Working Hours and Access to Site**

The Contractor shall execute the Works only during the working hours approved by the Procuring Agency and during weekend/ permissible public holidays. Unless otherwise authorized in writing by the Procuring Agency's Representative, all routine construction activities shall be carried out **after 4:00 p.m. (1600 hours)** on working days so as not to disrupt normal office operations.

The Contractor shall ensure that:

1. No noisy, intrusive, or obstructive activities are undertaken before 4:00 p.m. (1600 hours).
2. Access routes, entrances, emergency exits, and office operations remain unobstructed at all times.
3. Adequate safety measures, barricading, housekeeping, and supervision are maintained throughout the execution of the Works.
4. Any activity requiring temporary interruption of utilities, office access, or normal operations shall be undertaken only with the prior written approval of the Procuring Agency and after providing at least **48 hours' advance notice**.
5. Where operational exigencies so require, the Procuring Agency may instruct the Contractor to suspend, reschedule, or modify the timing of any activity without entitlement to additional cost. However, where such instruction demonstrably affects the completion schedule, the Contractor may be granted an appropriate extension of time in accordance with the Contract.

## Housekeeping and Site Cleanliness

The Contractor shall maintain the Site in a clean, safe, and orderly condition throughout the execution of the Works. At the close of each working shift, and **before commencement of routine office hours each day**, the Contractor shall remove all debris, waste materials, surplus equipment, tools, cables, packaging, and other construction-related materials from the work area.

The Contractor shall ensure that:

1. The work area is restored to a clean and usable condition before the start of routine office operations.
2. Corridors, entrances, stairways, emergency exits, parking areas, and other common access routes remain clean, safe, and free from obstruction at all times.
3. Dust, noise, and other nuisances are minimized through appropriate control measures.
4. Any damage or contamination caused during execution of the Works shall be immediately rectified at the Contractor's own cost.
5. Failure to maintain satisfactory housekeeping or restore the Site before routine office hours may result in the Procuring Agency directing suspension of the Works until compliance is achieved, without entitlement to any additional cost or extension of time attributable to such non-compliance.

  
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## General Conditions of Contract

## A. General

### 1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. "The Contract" means an agreement enforceable by law;

1.1.3. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid;

1.1.5. "Ancillary Services" means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. "GCC" means the General Conditions of Contract contained in this section;

1.1.7. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. "Day" means calendar day unless indicated otherwise;

1.1.9. "Effective Date" means the date on which this Contract comes into force and effect;

1.1.10. "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. "The Project Site," where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. "Government" means the Government of Pakistan;

1.1.13. "Local Currency" means the currency of Pakistan;

1.1.14. "In Writing" means communicated in written form with proof of receipt;

1.1.15. "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

## 2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

## 3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

## 4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

## 5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

## 6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

# B. Commencement, Completion, Modification, and Termination of Contract

## 7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

## 8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

## 9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

## 10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## 11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## 12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

## 13. Force Majeure

### 13.1. Definition

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

### 13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **13.3. Extension of Time**

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **13.4. Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **14. Termination**

### **14.1. By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

### **14.2. By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

## C. Obligations of the Contractor

### 15. General

#### 15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

#### 15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

### 16. Conflict of Interests

#### 16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### 16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

## **17. Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

## **18. Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the SCC.

## **19. Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

## **20. Liquidated Damages**

### **20.1. Payments of Liquidated Damages**

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

### **20.2. Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

### 20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

## 21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

## 22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

## D. Contractor's Personnel

### 23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

### 24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## E. Obligations of the Procuring Agency

### 25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

### 26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

## F. Payments to the Contractor

### 27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

### 28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

### 29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

### 30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

### 31. Settlement of Disputes Amicable Settlement

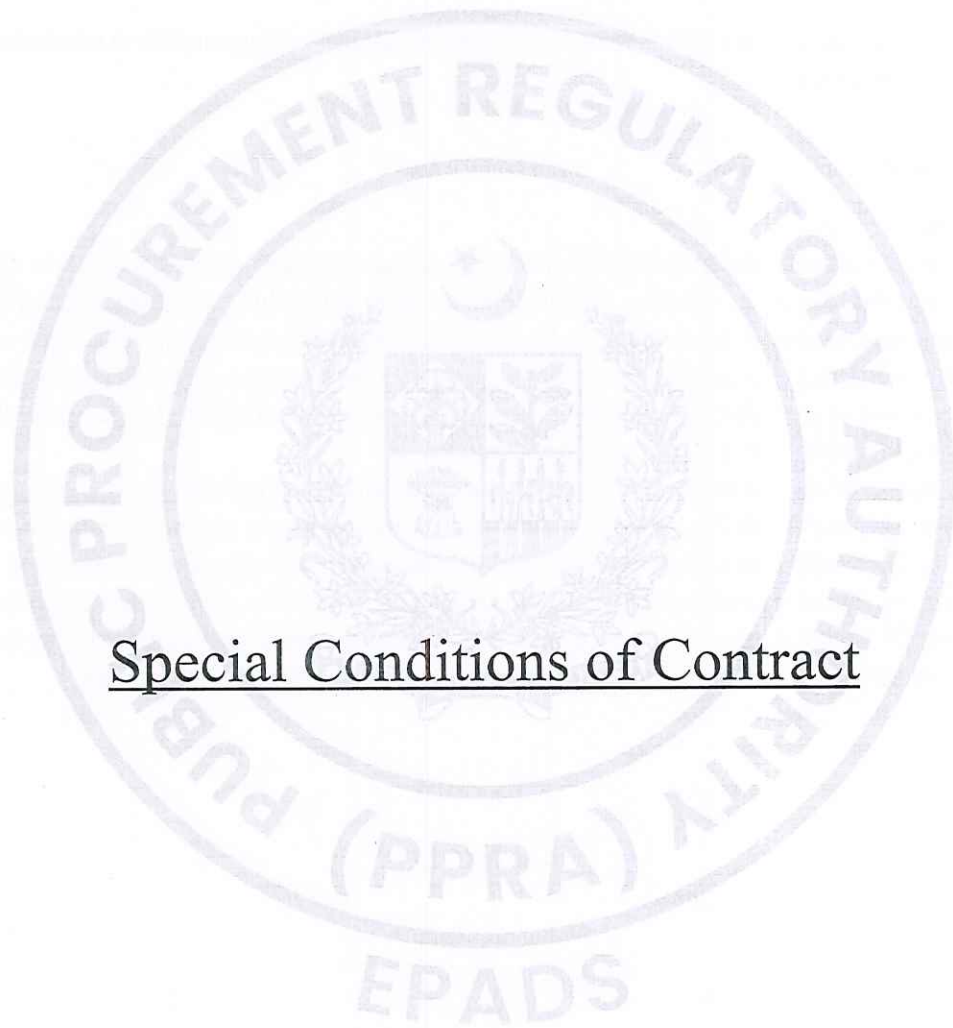
31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 32. Dispute Settlement

#### 32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



## Special Conditions of Contract

## **SECTION VIII. SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### **Number of GC Clause**

#### **Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

#### **Definitions**

**The Procuring Agency is:** National Disaster Risk Management Fund (National Disaster Risk Management Fund (NDRMF)), Manager 5th Floor, EOBI House, G-10/4., Islamabad Capital Territory

**The Supplier is:**

**The title of the subject procurement is:** Office Repair and Maintenance Services, Islamabad

### **Number of GC Clause 2**

#### **Applicable/Governing Law:**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

### **Number of GC Clause 3**

#### **Language:**

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

### **Number of GC Clause 4**

#### **Notices:**

**The addresses for the notices are:**

Procuring Agency:

National Disaster Risk Management Fund (National Disaster Risk Management Fund (NDRMF)), Manager 5th Floor, EOBI House, G-10/4., Islamabad Capital Territory  
+92-321-400-4044  
muhammad.asif@ndrmf.pk

Contractor/ Bidder:

Mr. Abid Javed  
Ms. Waqar Javed & Company  
No. 2, SN-487, Ghousia Masjid, Awan Colony,  
D.K. Khan, Rawalpindi. Ph: +92-300-581-2110, [abidjavedd@gmail.com](mailto:abidjavedd@gmail.com)

### **Number of GC Clause 6.1**

**The Authorized Representatives are:**

**For the Procuring Agency:**

National Disaster Risk Management Fund (NDRMF), A. Manager 5th Floor, EOBI House, G-10/4.,  
Islamabad Capital Territory  
+92 321 5086512, [aamer.raza@ndrmf.pk](mailto:aamer.raza@ndrmf.pk)

**For the Bidder:**

Mr. Abid Javed  
Ms. Waqar Javed & Company  
No. 2, SN-487, Ghousia Masjid, Awan Colony,  
D.K. Khan, Rawalpindi. Ph: +92-300-581-2110, [abidjavedd@gmail.com](mailto:abidjavedd@gmail.com)

**Number of GC Clause 7**

**Effectiveness of the contract**

The Contractor/Bidder shall be effective from the date of signature of the Contract by both parties, or from the next day of notification for possession of site (whichever is later)

**Number of GC Clause 8**

**Commencement of Contract:**

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

**Number of GC Clause 10.2**

**Expiration of Contract:**

The time period shall be 30 days

**Number of GC Clause 14**

**Termination**

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

**Number of GC Clause 16**

**Conflict of Interest:**

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

**Number of GC Clause 20**

**Liquidated Damages**

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **5.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

#### **Number of GC Clause 21**

##### **Performance Guarantee:**

The amount of performance guarantee shall be 2.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft

#### **Number of GC Clause 27**

##### **Currency of Payment:**

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

#### **Number of GC Clause F**

##### **Payment terms:**

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

#### **Number of GC Clause F**

##### **Identifying Defects:**

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

#### **Inspections & Tests Requirements**

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

#### **Delivery & Documents**

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Contractor is required to obtain substantial completion certificate after completion of work/service, and Final Completion Certificate issued after defect liability period, from NDRMF POC of contract agreement.

#### **Number of GC Clause F 5 & 6**

##### **Following is the guidance for Dispute Resolution**

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

**Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

**Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

**SSC Clause of the Bidding Document related to Performance Security, shall be replaced with following Clause;**

*The Bid Security submitted by the Successful Bidder shall, upon award of the Contract, be converted into and retained as the Performance Security.*

*The Performance Security shall be released upon issuance of the Certificate of Substantial Completion by the Procuring Agency's designated Point of Contact (PoC) under the Contract.*

*Notwithstanding the above, the Procuring Agency shall retain an amount equivalent to five percent (5%) of the Contract Price from the payment claim submitted upon Substantial Completion as retention money. Such retention money shall be released upon the successful completion of the three (3) months Defects Liability Period, subject to the Contractor having duly remedied all defects and fulfilled all obligations under the Contract.*

**Related Information:**

Bid Security/ Performance Security shall be in the name of "National Disaster Risk Management Fund".

NDMRF NTN is 8949176.

RSTN/FTN not applicable.

NOTE: Bidders are required to upload Bid Security instrument scan version on EPADS while submit original instrument in properly sealed and marked envelop to Manager Procurement, NDRMF, 5th Floor EOBI House, G-10/4, Islamabad. No other document in hard form is required.

**SSC Clause of the Bidding Document related to Payment Terms, shall be replaced with following Clause;**

Ninety-five percent (95%) of the Contract Price shall be paid in PKR within thirty (30) days of receipt of a duly signed and stamped GST invoice, supported by the Substantial Completion Certificate issued and accepted by NDRMF's designated Point of Contact (POC), confirming substantial completion of the Works.

The remaining five percent (5%) of the Contract Price shall be retained by NDRMF as retention money and shall be released in PKR within thirty (30) days of receipt of a duly signed and stamped GST invoice, supported by the Final Completion Certificate issued by the authorized representative of NDRMF upon successful completion of the three (3) months Defects Liability Period, provided that the Contractor has fulfilled all contractual obligations and rectified all defects in accordance with the Contract.

