

# Standard Bidding Document

## PROVISION OF JANITORIAL SERVICES AT 48-FAMILY SUITES ESTATE OFFICE, ISLAMABAD (Non-Consultancy Services)

National

Single Stage-One Envelope



*March 25, 2026*

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Estate Office Management (Estate Office Management)** has reserved Funds for the procurement planned for FY **2025-26**. The **Estate Office Management (Estate Office Management)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“PROVISION OF JANITORIAL SERVICES AT 48-FAMILY SUITES ESTATE OFFICE, ISLAMABAD”**

2. The **Estate Office Management (Estate Office Management)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2025 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Call at Deposit** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, April 13, 2026 11:00 AM**. E-bids will be opened on the same day at **Monday, April 13, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

In terms of Rules 65 of Public Procurement Rules, 2025 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is

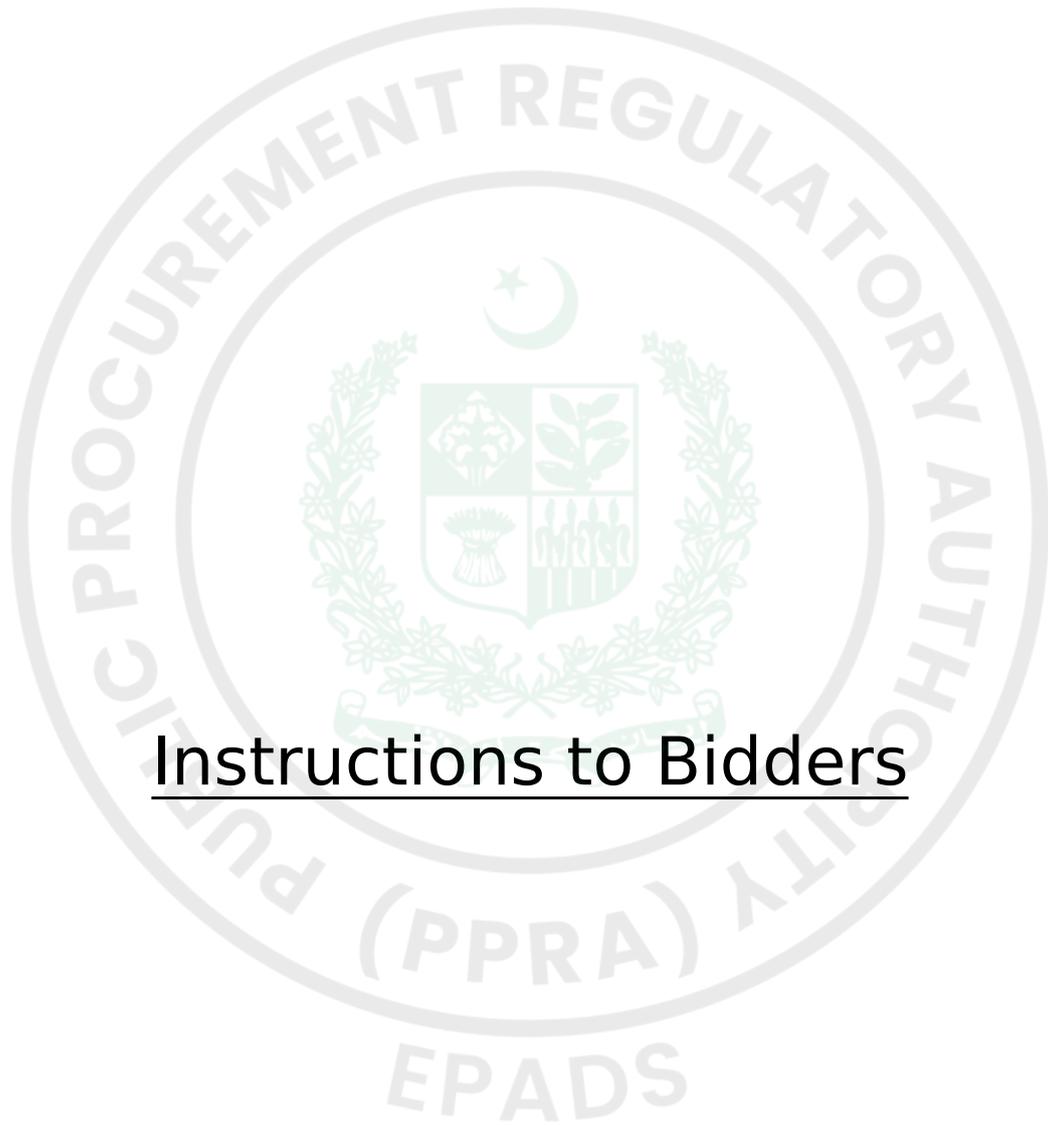
available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. Introduction

### 1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

### 2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

### 3. Fraud & Corruption

3.1. As defined under Rule 2(j) of Public Procurement Rules, 2025.

### 4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

## **5. Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

## **B. Bidding Documents**

## 1. Contents of Standard Bidding Document

1.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

**Section I** - Invitation to Bid

**Section II** Instructions to Bidders (ITB)

**Section III** Bid Data Sheet (BDS)

**Section IV** Eligible Countries

**Section V** Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

**Section VI** Bidding Forms

**Section VII** Fraud & Corruption

**Section VIII - Material & Non-material deviation**

**Section IX** General Conditions of Contract (GCC)

**Section X** Special Conditions of Contract (SCC)

**Section XI** Contract Forms

1.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

## 2. Clarifications

2.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

2.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

2.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

2.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

2.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

2.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 2.6.1. evaluation & qualification criteria;
- 2.6.2. required scope of work or specifications;
- 2.6.3. all securities requirements;
- 2.6.4. tax requirements;
- 2.6.5. terms and conditions of bidding documents; and
- 2.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

### 3. Amendment of Bidding documents

3.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

3.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

3.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

## C. Preparation of Bids

### 1. Documents Constituting the Bids

1.1. The bids prepared by the bidders shall constitute the following components: -

1.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

1.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

1.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

1.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

1.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

1.1.6. Any other document required in the BDS.

### 2. Documents Establishing Eligibility of the Services and Conformity to bidding documents

2.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

2.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

### 3. Documents Establishing Eligibility and Qualification of the Bidder

3.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

3.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

3.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

3.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

3.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

### 4. Form of Bid

**4.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

### 5. Bids Prices

5.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

5.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

5.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 10 shall be the total price of the bid, excluding any discounts offered.

5.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

5.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

## **6. Price Adjustment**

6.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

6.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

**6.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.**

## **7. Bids Currencies**

7.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

## **8. Bid Validity Period**

8.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing

declaration as the case may be.

## **9. Bid Security or Bid Securing Declaration**

9.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

9.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 14.5

9.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

9.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

9.4.1. the expiry of the Bid Security;

9.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

9.4.3. the rejection by the Procuring Agency of all Bids;

9.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

9.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

9.5.1. if a bidder:

9.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

9.5.1.2. does not accept the correction of errors pursuant to ITB 23; or

9.5.2. in the case of a successful bidder fails:

9.5.2.1. **to sign the contract in accordance with ITB 32; or**

9.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

**9.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

## **10. Alternative Bids by Bidders**

10.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

10.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

## **11. Withdrawal, Substitution, and Modification of Bids**

11.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

## **12. Format and Signing of Bids**

12.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

12.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

## D. Submission of Bids

### 1. **Submission of Bids through EPADS v2.0 before Dead deadline**

1.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

1.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

## E. Opening and Evaluation of Bids

### 1. **Opening & Evaluation of Bids by the Procurement Cell**

1.1. As per Rule 10 of Public Procurement Rules, 2025  
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2025)

### 2. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

2.1. As per Rule 11 of Public Procurement Rules, 2025  
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up

to two billion rupees)

### 3. **Third Party Validation**

3.1. **In compliance with Rule 12** of Public Procurement Rules, 2025, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

### 4. **External Bid Evaluation Committee**

4.1. **As per Rule 13 of Public Procurement Rules, 2025**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

### 5. **Opening of Bids**

5.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

5.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

5.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

5.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

### 6. **Confidentiality**

6.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

6.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

## **7. Preliminary Examination of Bids**

7.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

7.1.1. meets the eligibility criteria defined in **ITB 3**;

7.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

7.1.3. is accompanied by the required securities; and

7.1.4. is substantially responsive to the requirements of the bidding document.

7.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

7.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

## **8. Examination of Terms and Conditions, Technical Evaluation**

8.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Section V - Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have

been met without material deviation or reservation.

8.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21**, it shall reject the bids.

## 9. Correction of Errors

9.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

9.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

9.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

9.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

9.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

9.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14**.

## 10. Conversion to Single Currency

10.1. As per Rule 42 of Public Procurement Rules, 2025.

## 11. Evaluation of Bids

11.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2025 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21**.

11.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

11.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

11.4. The Procuring agency/Employer's evaluation of a bid will take into account:

11.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

11.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30**;

11.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

11.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

11.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

## 12. Determination of Most Advantageous Bids

12.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

### **13. Abnormally Low Financial Bids**

13.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

13.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

13.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

### **14. Rejection of Bids**

14.1. As per Rule 45 of Public Procurement Rules, 2025

### **15. Cancellation of procurement**

15.1. As per Rule 46 of Public Procurement Rules, 2025

## **16. Single Responsive Bid**

16.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2025.

## **17. Alternate Dispute Resolution (ADR)**

17.1. As per Rule 66 of Public Procurement Rules, 2025

## **18. Arbitration Clause**

18.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

## **19. Fee of the Arbitrator**

19.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

## **20. Socio-economic development**

20.1. As per Rule 63 of Public Procurement Rules, 2025, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

## **21. Environmental objectives**

21.1. As per Rule 64 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

## **F. Award of Contract**

## 1. Appointment of Contract Manager

1.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2004.

## 2. Criteria of Award

2.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

## 3. Procuring Agency's Right to reject All Bids

3.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

3.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

## 4. Procuring Agency's Right to Vary Quantities at the Time of Award

4.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

## 5. Notification of Award

5.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

5.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

5.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32**.

## 6. Signing of Contract

6.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

## 7. Performance Guarantee

7.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

7.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

## 8. Advance Payment

8.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

## 9. Arbitration

9.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

## 10. Corrupt & Fraudulent Practices

10.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

## G. Grievance Redressal & Complaint Review Mechanism

### 1. Constitution of Grievance Redressal

1.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.

### 2. GRC Procedure

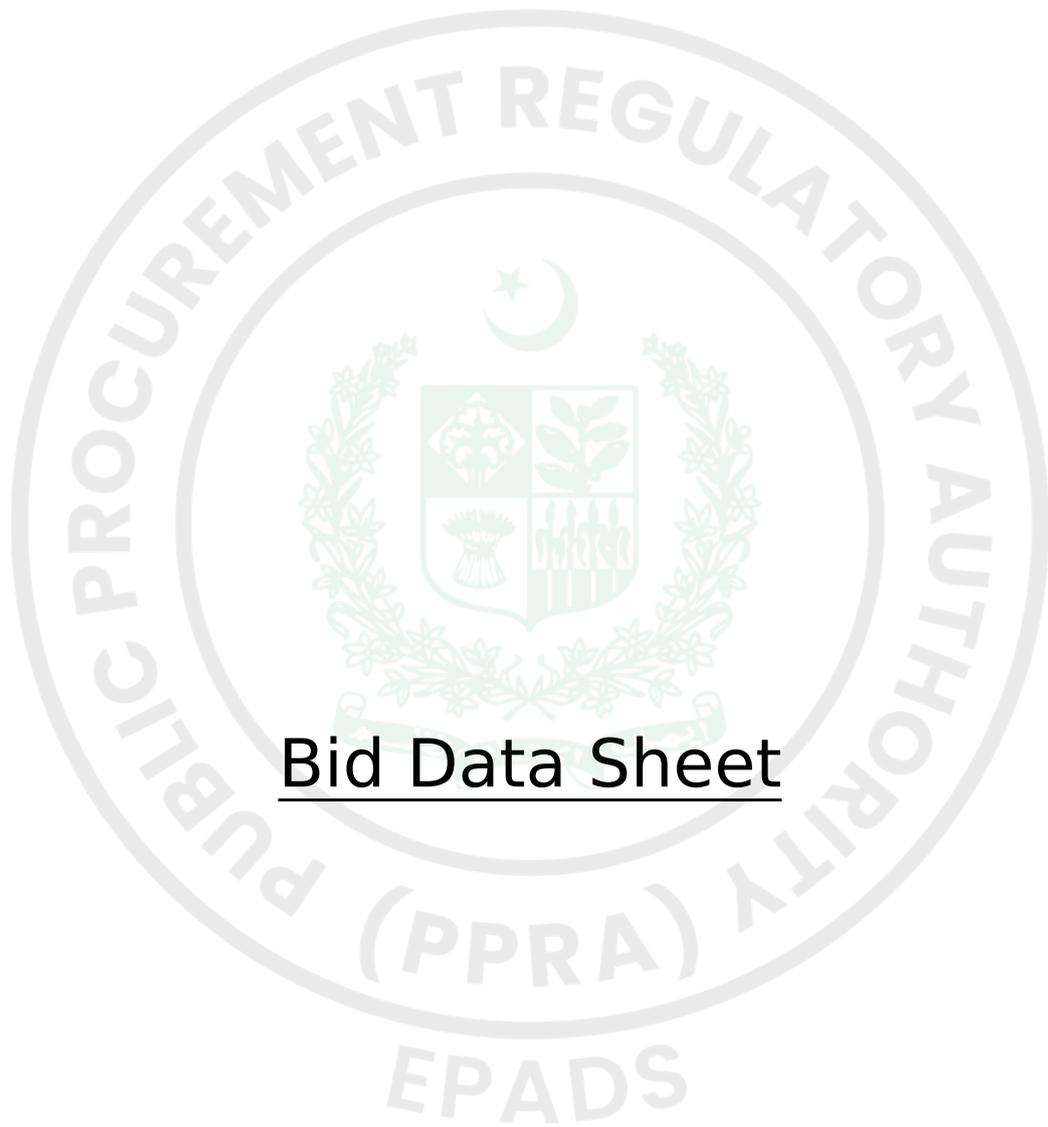
2.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 65 of the Public Procurement Rules, 2025 and Redressal of Grievance Regulations, 2022

## H. Blacklisting/ Debarment

### 1. Procedure for Blacklisting/Debarment

1.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2025 , Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-25(6) of





## Bid Data Sheet

## Bids Data Sheet (BDS)

The following specific data for the procurement of Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
<b>1</b>	<b>1.1</b>	<p>Name of Procuring Agency:<b>Estate Office Management (Estate Office Management)</b></p> <p>The subject of procurement is:<b>PROVISION OF JANITORIAL SERVICES AT 48-FAMILY SUITES ESTATE OFFICE, ISLAMABAD</b></p> <p>Expected commencement date: <b>Saturday, April 25, 2026</b></p>
<b>2.</b>	<b>2.1</b>	<p>Financial year for the operations of the Procuring Agency:<b>2025-26</b></p> <p>Name and identification number of the Contract: <b>P13892</b></p>
<b>3.</b>	<b>4.6</b>	<p>JV/Consortium or Association Allowed: <b>No</b></p> <p>Number of JV/Consortium Members: <b>Nil</b></p>
<b>B. Bidding Documents</b>		
<b>4.</b>	<b>7.1</b>	<p>The Bidders may seek clarifications through <b>EPADS v2.0</b>: Clarification Date: Tuesday, April 7, 2026</p>

5.	8.1	Any addendum, in case issued, shall be published on <b>Estate Office Management (Estate Office Management)</b> website and on <b>EPADS v2.0</b> .
6.	9.1	<p>List of documents required along with the bid:</p> <p>1. The bid security in the shape of CDR issued in the favour of Drawing &amp; Disbursing Officer, Estate Office Management, Islamabad and profile of bidder including all required documents mentioned in evaluation criteria must reach to the office of the Assistant Comptroller, Estate Office Management, 1st floor, Shaheed-e-Millat Secretariat, F-6/1, Islamabad upto 10/04/2026 in the office hours, otherwise respective bid will not be opened.</p>
7.	11.1	<p>The qualification criteria to establish the supply / production capability of the bidder.</p> <p><i>see Eligibility Criteria</i></p>
8.	7.6	<p><b>Services and Their related documents:</b></p> <p><i>See section Required Services and Scope of Work</i></p>
9.	13.1 & 13.2	<p>Price schedule will be provided according to the format defined and acquired.</p> <p><i>see section price schedule.</i></p>
10.	7.6.2	<p><b>Specifications:</b></p> <p><i>see section of specifications.</i></p>

## C. Preparation of Bids

<b>11.</b>	<b>13.5</b>	The price shall be <b>Fixed</b> .
<b>12.</b>	<b>15.1</b>	Currency of the Bids shall be : <b>PKR</b>
<b>13.</b>	<b>16.1</b>	The Bids/Bid Validity period shall be: <b>100 Days</b>
<b>14.</b>	<b>17.1</b>	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in <b>BDS 6</b> The Bid Security shall be in the form of: <b>Call at Deposit</b>
<b>15.</b>	<b>17.3</b>	The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for $180+28 = 208$ days.
<b>16.</b>	<b>18.1</b>	Alternative Bids to the requirements of the bidding documents willnot be permitted.
<b>D. Submission of Bids</b>		

17.	21.1	<p>Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;</p> <p><b>Estate Office Management, 1st Floor, Shaheed e Millat Secretariat, F-6/1, Islamabad.</b></p> <p>Bids that are not submitted on EPADS v2.0 shall be disqualified.</p> <p>The deadline for Bids submission is: <b>Monday, April 13, 2026 11:00 AM</b></p>
<p><b>E. Opening and Evaluation of Bids</b></p>		
18.	26.1	<p>The Bids opening shall take place on <b>EPADS v2.0</b>.</p> <p>Day : <b>Monday</b></p> <p>Date: <b>Monday, April 13, 2026</b></p> <p>Time : <b>11:30 AM</b></p>
19.	32.1	<p>Selection technique adopted will be: <b>Least Cost Based Selection (LCBS)</b> <i>see Evaluation Criteria</i></p>
<p><b>F. Award of Contract</b></p>		
20.	49.1	<p>The Performance guarantee shall: <b>10.00%</b>.</p> <p>The Performance Guarantee shall be acceptable in the form of: <b>Bank Guarantee</b></p>
21.	51.1	<p>Arbitrator shall be appointed by mutual consent of the both parties.</p>

## G. Review of Procurement Decisions

<b>22.</b>	<b>53.1</b>	Grievence against this procurement shall be submitted online on EPADS v2.0.
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## Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	SECP
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
The bid security in the shape of CDR issued in the favour of Drawing & Disbursing Officer, Estate Office Management, Islamabad and profile of bidder including all required documents mentioned in evaluation criteria must reach to the office of the Assistant Comptroller, Estate Office Management, 1st floor, Shaheed-e-Millat Secretariat, F-6/1, Islamabad upto 10/04/2026 in the office hours, otherwise respective bid will not be opened.	No

# Evaluation Criteria

## Least Cost Based Selection (LCBS)

<b>Technical Marks</b>	<b>100</b>
<b>Passing Marks</b>	<b>90</b>
Technical Evaluation Criteria	
<p>Relevant Experience of Janitorial Services (Quantitative)(Doc Required)</p> <p>05 or more projects (Completed janitorial services contracts of similar nature and scale for offices / hospitals / large organizations) <b>(25)</b></p> <p>04 projects (Completed four similar janitorial services contracts) <b>(20)</b></p> <p>03 projects (Completed three similar janitorial services contracts) <b>(15)</b></p> <p>02 projects (Completed two similar janitorial services contracts) <b>(10)</b></p> <p>01 project (Completed one similar janitorial services contract) <b>(5)</b></p>	25

<p>Manpower &amp; Staffing Plan (Quantitative)(Doc Required)</p> <p>30x janitors with supervisor &amp; backup (Proposed staff fully meets scope requirements with supervisor and documented replacement plan) <b>(25)</b></p> <p>25x janitors with supervisor &amp; backup (Staff generally adequate with supervisor but limited backup arrangements) <b>(20)</b></p> <p>20x janitors with supervisor &amp; backup (Staff adequate but no dedicated on-site supervision) <b>(15)</b></p> <p>10x janitors with supervisor &amp; backup (Staffing marginally meets minimum requirements) <b>(10)</b></p> <p>Less than 10x janitors with supervisor &amp; backup (Staffing does not meet minimum requirements) <b>(0)</b></p>	25
<p>Equipment &amp; Cleaning Materials (Quantitative)(Doc Required)</p> <p>Complete modern equipment (All required modern equipment and approved cleaning chemicals available) <b>(15)</b></p> <p>less than Complete modern equipment (Does not meet minimum requirement) <b>(0)</b></p>	15
<p>Past Performance &amp; References (Quantitative)(Doc Required)</p> <p>Excellent references (Multiple satisfactory completion certificates (more than 3) from reputable clients) <b>(35)</b></p> <p>Good references (At least two satisfactory references) <b>(25)</b></p> <p>Limited references (One satisfactory reference) <b>(15)</b></p> <p>No / negative references (No verifiable or unsatisfactory references) <b>(0)</b></p>	35

# Required Services

## Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
PROVISION OF JANITORIAL SERVICES AT 48-FAMILY SUITS G-5/1, ISLAMABAD .	<p><b>Address:</b> 48-Family Suites, Estate Office Management, Islamabad</p> <p><b>Schedule:</b> 365 Days <b>Quantity:</b> 14</p>	14	175000

## Related Services :

No

## Services Specifications

## Positions Without Lots :

**Position:** PROVISION OF JANITORIAL SERVICES AT 48-FAMILY SUITS G-5/1, ISLAMABAD .

## Specifications / Requirements:

Ref. No.	Description	Unit	Qty	Rate	Months	Amount
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1	Daily cleaning of all type flooring (Varada, Lobby) carpet, marble tiles,mosaic using wet moping with approved detergent/chemical and vacuumed cleaner complete in all respaect (keep clean all day) at any floor as per direction of the Engineer Incharge	Sft	20,000	5.50	12	1,320,000
2	Daily, fortnightly and monthely cleaning/dusting of glass panes in door, windows and ventilators fixed glazing with frames & web grills i/c removing paint stains etc with approved glass cleaner complete in all respaect at any floor as per direction of the Engineer Incharge. including cost of detergent & equipment,s)				12	0
3	Daily cleaning glass area (Internal)	Sft	2,165	14.00	12	363,720
4	Quartly cleaning glass area (External)	Sft	2,165	6.00	12	155,880
5	Daily sweeping/ cleaning of all type roads, path and car parking with bamboo broom (jharoo) i/c spray for removing grass in tuff pavers etc as per direction of the Engineer Incharge.	Sft	9,500	5.00	12	570,000
6	Monthly cleaning of roof top and removing grass/shrubs complete in all respect as per direction of the Engineer Incharge.	Sft	12,500	2.50	12	375,000
7	Daily cleaning of all type of marble flooring Stairs inside building by using Chemicals and detergents etc complete in all respaect at any floor as per direction of the Engineer Incharge.	Sft	2,000	3	12	72,000
8	Weekly dusting/ cleaning of the wooden doors with frame, ornamental plants etc by using duster complete in all respect at any floor as per direction of the Engineer Incharge.	Sft	1,176	20.00	12	282,240

9	Fortnightly cleaning/removing of grass from out side drain complete in all respaect at any floor as per direction of the Engineer Incharge.	Sft	3,353	9.00	12	362,124
10	Monthly cleaning of uprooting of vegetation i/c the cost of scaffolding/dusting arrangement in all respect as per direction of the Engineer Incharge.	Rft	300	8.00	12	28,800
11	Washing/ cleaning moats external side of building as per direction of the Engineer Incharge.	Sft	500	10	12	60,000
12	Daily Collection and Disposal of Trash Complete in all respect any floor as per direction of Engineer Incharge.	Cft	120	40	12	57,600
13	Monthly Cleaning/removing of Cobweb on lobby and corridore complete in all respect as per direction of the Engineer Incharge.	Sft	9,076	2	12	217,824
14	Fortnightly cleaning of mainhole gutter complete in all respaect at any floor as per direction of the Engineer Incharge.	Sft	20	550	12	132,000
15	Daily Cleaning of Common Washrooms of Servant Quarters Complete in all respect as per direction of Engineer Incharge.	Sft	250	11	12	33,000
16	Daily Internal Cleaning of Lifts Complete in all respect as per direction of Engineer Incharge.	Sft	50	11	12	6,600

## Scope of Work

### SCOPE OF SERVICES

The selected Janitorial Services Provider shall be responsible for providing comprehensive, high-quality janitorial and housekeeping services for 48-Family Suites, Islamabad, covering an approximate area of 29,000square feet. The services shall be delivered in a professional manner befitting to an executive office environment. The contractor shall provide the services as per scope of work/terms of reference under the supervision and/or instructions of the Assistant Comptroller, Estate Office. The scope shall include, but not be limited to the following:

- **Daily Floor Cleaning**

Cleaning of all types of flooring, marble, tiles, mosaic, and toilets using wet mopping with approved detergents/chemicals. Floors to be maintained clean throughout the day on all floors as directed.

- **Glass Cleaning (Internal & External)**

- Daily, fortnightly, and monthly cleaning/dusting of glass panes in doors, windows, ventilators, fixed glazing, frames, and grills.
- Removal of paint stains and marks using approved glass cleaners.
- Daily cleaning of internal glass areas.
- Quarterly cleaning of external glass areas.
- Includes cost of cleaning materials, detergents, and equipment.
- 

- **Stairs Cleaning**

Daily cleaning of marble flooring Stairs inside building by using Chemicals and detergents.

- **Roads, Pathways & Parking Area Cleaning**

Daily sweeping and cleaning of roads, pathways, and car parking areas using bamboo brooms, including spraying for grass removal from paver blocks.

- **Rooftop Cleaning**

Monthly cleaning of rooftops including removal of grass and shrubs.

- **Common Washroom Cleaning (Servant Rooms)**

Daily cleaning of all common washrooms.

- **Wooden Door Cleaning**

Weekly dusting and cleaning of wooden doors and frames on all floors.

- **Lift Internal Cleaning**

Daily cleaning of lifts from inside.

- **Drain Cleaning**

Fortnightly removal of grass and cleaning of external drains.

- **Marble Surface Cleaning**

Fortnightly dusting and cleaning of marble chip surfaces inside the building, including stair areas.

- **Vegetation Removal**

Monthly uprooting of unwanted vegetation, including provision of scaffolding and necessary arrangements.

- **Garbage Collection & Disposal**

Daily collection and proper disposal of trash from all floors.

- **Cobwebs Removal**

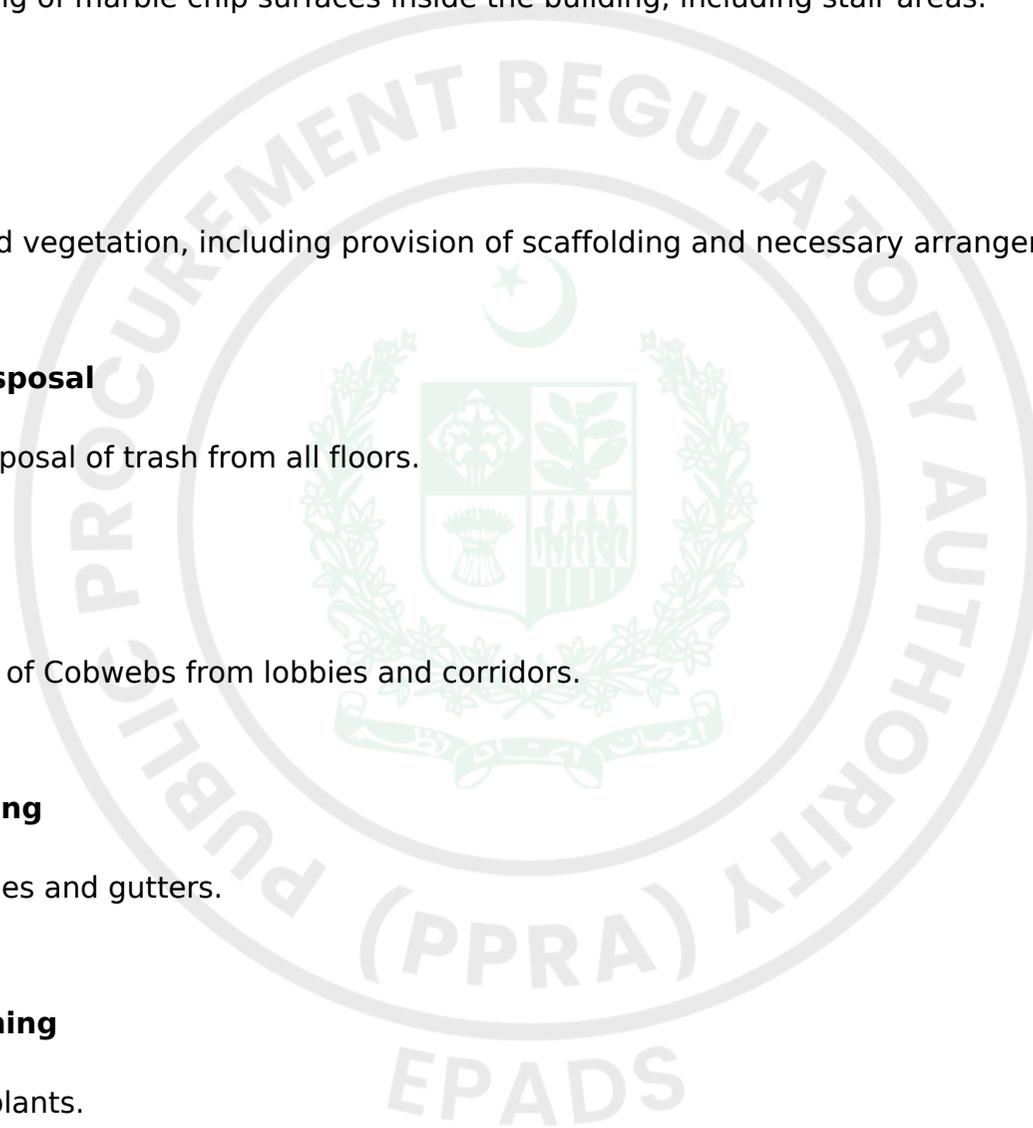
Monthly cleaning and removal of Cobwebs from lobbies and corridors.

- **Manhole & Gutter Cleaning**

Fortnightly cleaning of manholes and gutters.

- **Ornamental Plants Cleaning**

Daily cleaning of ornamental plants.



# Price Schedule

## For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

## For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





## 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**

## 1. **Effectiveness of Contract**

1.1. 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.

## 2. Commencement of Services

2.1. 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.

## 3. Program schedule

3.1. 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.

## 4. Starting Date/Expiration Date

4.1. 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.

4.2. 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.

## 5. Entire Agreement

5.1. 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.

## 6. Modification

6.1. 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.

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

## 7. Force Majeure

### 7.1. 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.

### 7.2. 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.

### 7.3. 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.

### 7.4. 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.

## 8. Termination

### 8.1. 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);

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

8.1.2. 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;

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

8.1.4. 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;

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

### 8.2. 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.

8.2.1. 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;

8.2.2. 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;

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

8.2.4. 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

### 1. General

#### 1.1. Standard of Performance

1.1.1. 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;

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

#### 1.2. 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.

### 2. Conflict of Interests

#### 2.1. 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.

#### 2.2. 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.

#### 2.3. 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:

2.3.1. 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;

2.3.2. 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;

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

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

3.1. 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.

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

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

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

4.1.2. changing the Program of activities; and

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

### **5. Reporting Obligations**

5.1. 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.

### **6. Liquidated Damages**

#### **6.1. 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.

#### **6.2. 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.

### 6.3. 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

## 7. Performance Guarantee

7.1. 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**.

7.2. 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.

7.3. 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**.

7.4. 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**.

## 8. Sustainable Procurement

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

## D. Contractor's Personnel

### 1. Description of Personnel

1.1. 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.

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

2.1. 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.

2.2. 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.

2.3. 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

### 1. Change in the Applicable Law

1.1. 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.

### 2. Services and Facilities

2.1. 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.

2.2. 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

### 1. Contract Price

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

### 2. Terms and Conditions of Payment

2.1. 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.

2.2. 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.

### 3. Quality Control Identifying Defects

3.1. 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.

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

4.1. 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.

4.2. 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.

4.3. 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.

## 5. Settlement of Disputes Amicable Settlement

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

## 6. Dispute Settlement

### 6.1. 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.

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	<p><b>Definitions</b></p> <p><b>The Procuring Agency is:</b> Estate Office Management (Estate Office Management), Assistant Comptroller Estate Office Management, 1st Floor, Shaheed e Millat Secretariat, F-6/1, Islamabad.</p> <p><b>The Supplier is:</b></p> <p><b>The title of the subject procurement is: PROVISION OF JANITORIAL SERVICES AT 48-FAMILY SUITES ESTATE OFFICE, ISLAMABAD</b></p>
<b>GCC 2</b>	<p><b>Applicable/Governing Law:</b></p> <p>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</p>
<b>GCC 3</b>	<p><b>Language:</b></p> <p>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 <b>English</b>.</p>

<p><b>GCC 4</b></p>	<p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>Procuring Agency:</p> <p>Estate Office Management (Estate Office Management),Assistant Comptroller Estate Office Management, 1st Floor, Shaheed e Millat Secretariat, F-6/1, Islamabad. +92-333-793-9557 zoobi3@icloud.com</p> <p>Contractor/ Bidder:</p> <p>[Name, address and telephone number].</p> <p>The Contractor/ Bidder’s Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p>
<p><b>GCC 6.1</b></p>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>Estate Office Management (Estate Office Management),Assistant Comptroller Estate Office Management, 1st Floor, Shaheed e Millat Secretariat, F-6/1, Islamabad. +92-333-793-9557 zoobi3@icloud.com</p> <p><b>For the Bidder:</b></p> <p><b>Name:</b> .....</p> <p><b>Designation:</b> .....</p> <p><b>Address:</b> .....</p>
<p><b>GCC 7</b></p>	<p><b>Effectiveness of the contract</b></p> <p>The Contractor/Bidder shall be effective within ..... days from the date of signature of the Contract by both parties</p>
<p><b>GCC 8</b></p>	<p><b>Commencement of Contract:</b></p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>

<p><b>GCC 10.2</b></p>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be .....</p>
<p><b>GCC 14</b></p>	<p><b>Termination</b></p> <p>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 Goods till the time of alternate arrangements.</p>
<p><b>GCC 16</b></p>	<p><b>Conflict of Interest:</b></p> <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.</p>
<p><b>GCC 20</b></p>	<p><b>Liquidated Damages</b></p> <p>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 <b>0.10%</b> to <b>10.00%</b> of the Contract value, in accordance with the extent of performance failure &amp; the cost of investigating such incidents as judged by the Authority.</p>
<p><b>GCC 21</b></p>	<p><b>Performance Guarantee:</b></p> <p>The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Bank Guarantee</p>
<p><b>GCC 27</b></p>	<p><b>Currency of Payment:</b></p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>
<p><b>GCC 28</b></p>	<p><b>Payment terms:</b></p> <p>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.</p>

**GCC 29****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.

**Delivery & Documents**

The bid security in the shape of CDR issued in the favour of Drawing & Disbursing Officer, Estate Office Management, Islamabad and profile of bidder including all required documents mentioned in evaluation criteria must reach to the office of the Assistant Comptroller, Estate Office Management, 1st floor, Shaheed-e-Millat Secretariat, F-6/1, Islamabad upto 10/04/2026 in the office hours, otherwise respective bid will not be opened.



**Following is the guidance for Dispute Resolution**

1. 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.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. 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.
4. 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.
5. 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



## Bid Securing Declaration

## Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P13892**

To: **Estate Office Management (Estate Office Management), Assistant Comptroller Estate Office Management, 1st Floor, Shaheed e Millat Secretariat, F-6/1, Islamabad.**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

## SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Estate Office Management (Estate Office Management), Assistant Comptroller Estate Office Management, 1st Floor, Shaheed e Millat Secretariat, F-6/1, Islamabad.**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **PROVISION OF JANITORIAL SERVICES AT 48-FAMILY SUITES ESTATE OFFICE, ISLAMABAD (P13892)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT 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:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related 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 Bidder in consideration of the provision of Goods 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 caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Witness to the signatures of the Bidder: .....





Integrity Pact

## Integrity Pact

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



## Performance Guarantee Form

## Performance Guarantee Form

To: Estate Office Management (Estate Office Management), Assistant Comptroller Estate Office Management, 1st Floor, Shaheed e Millat Secretariat, F-6/1, Islamabad.

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

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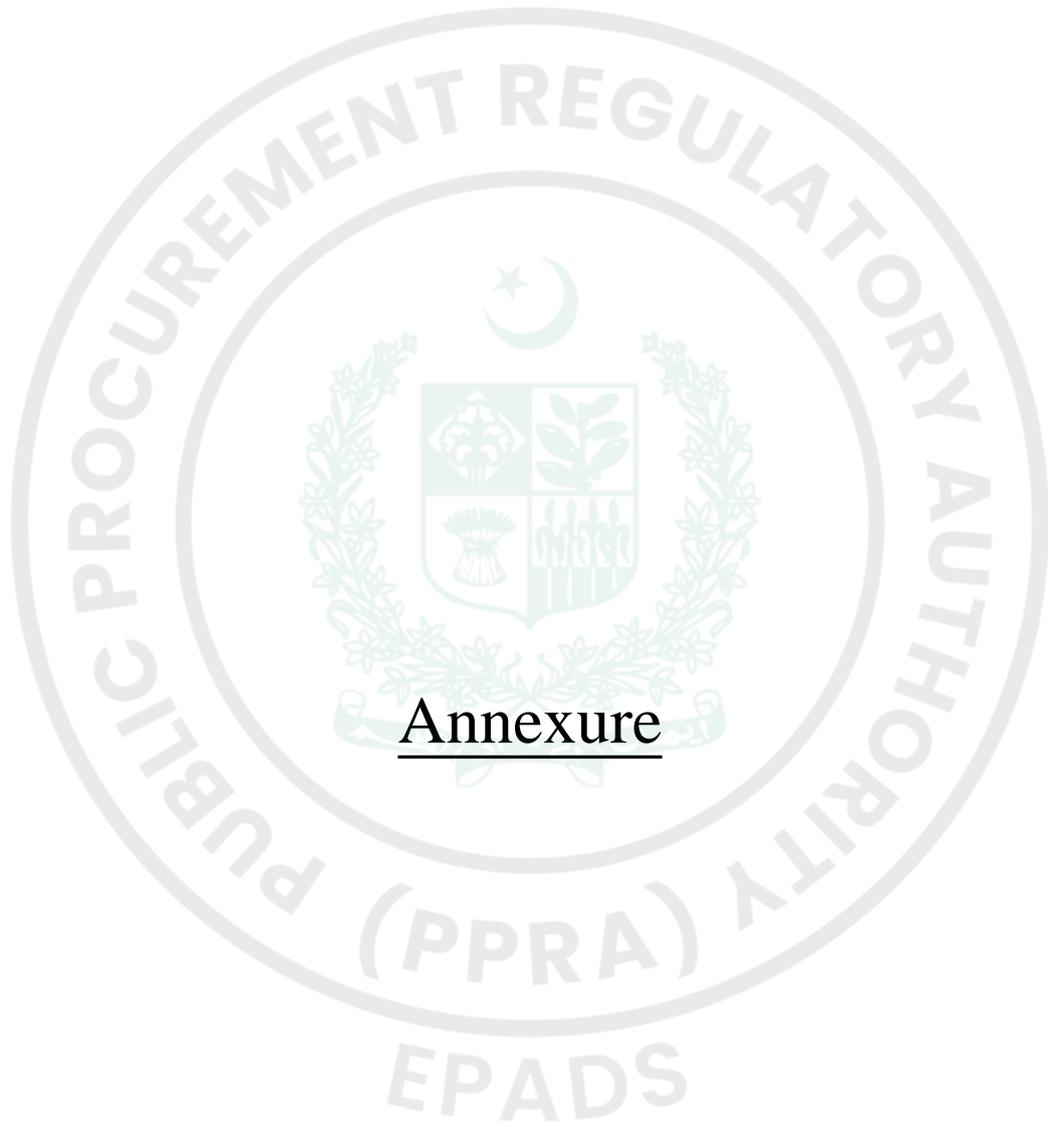
*[name of bank or financial institution]*

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*[address]*

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*[date]*



Annexure

## KEY PERFORMANCE INDICATORS (KPIs)

Upload Document

See Form Under Additional Forms and Documents: **KEY PERFORMANCE INDICATORS (KPIs)** (page number: 74)

## KPI PERFORMANCE EVALUATION FRAMEWORK & PAYMENT CALCULATION

Upload Document

See Form Under Additional Forms and Documents: **KPI PERFORMANCE EVALUATION FRAMEWORK & PAYMENT CALCULATION** (page number: 75)

## MONITORING MECHANISM

Upload Document

See Form Under Additional Forms and Documents: **MONITORING MECHANISM** (page number: 78)

## Draft Contract

Upload Document

See Form Under Additional Forms and Documents: **Draft Contract** (page number: 79)



## Procurement Forms

## Past Experience and Completed Contracts

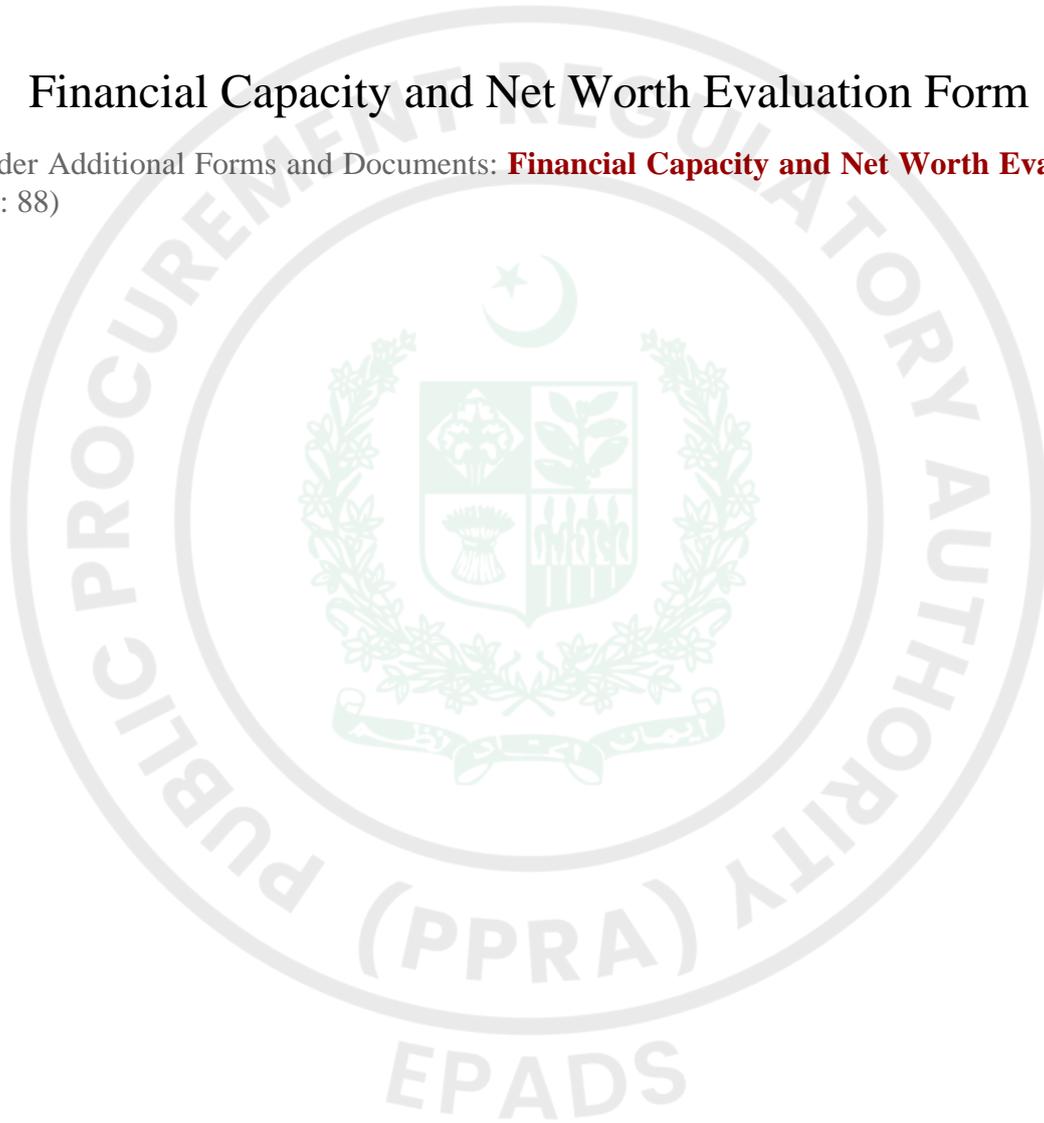
See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 86)

## Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 87)

## Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 88)







## Additional Forms and Documents

## **KEY PERFORMANCE INDICATORS (KPIs)**

The contractor shall perform services in accordance with the Key Performance Indicators (KPIs) defined below. Monthly payment shall be linked to the overall KPI score.

<b>KPI Category</b>	<b>Performance Indicator</b>	<b>Target</b>	<b>Measurement Frequency</b>
<b>Cleaning Compliance</b>	Completion of all scheduled cleaning activities	100% adherence	Daily / Weekly / Monthly
<b>Lobby Floor Area Cleanliness</b>	No visible dust, stains, or debris	≥ 95% inspection score	Daily Inspection
<b>Stain Removal on Stairs and Lobby's Floors</b>	Removal of reported stains	100% within 24 hrs	As Reported
<b>Aluminium Windows Glass Internal &amp; External Cleaning</b>	Cleaning of internal glass areas	100% completion	Weekly
<b>Common Washrooms Cleaning</b>	Cleaning of Common Washroom	100% completion	Daily
<b>Waste Collection &amp; Waste Disposal</b>	Garbage collection and Disposal from all floors	100% daily collection	Daily
<b>Lift Internal Cleaning</b>	Cleaning of Lifts form inside	100% daily completion	Daily
<b>Outdoor Area Cleaning</b>	Roads, paths & parking cleaned	100% daily completion	Daily
<b>Grass Removal (Pavers/Drains)</b>	Visible grass growth	Zero visible growth	Fortnightly Inspection
<b>Drain &amp; Manhole Cleaning</b>	Cleaning compliance	100% completion	Fortnightly
<b>Blockages / Stagnation</b>	Drain blockage incidents	Zero incidents	Continuous Monitoring
<b>Rooftop Cleaning</b>	Cleaning & shrub removal	100% completion	Monthly
<b>Vegetation Uprooting</b>	Removal including scaffolding	100% completion	Monthly
<b>Cobweb Removal</b>	Cleaning of lobby & corridors	100% completion	Monthly
<b>Wooden Net Door Cleaning</b>	Cleaning of doors & frames	100% completion	Weekly
<b>Complaint Resolution</b>	Resolution time	100% within 24 hrs	As Reported
<b>Safety &amp; Chemical Compliance</b>	Use of approved materials & safe practices	100% compliance	Continuous

## KPI PERFORMANCE EVALUATION FRAMEWORK

S. No.	KPI Category	Weightage (%)	Evaluation Basis	Scoring Method
1	Facility Cleaning & Surface Hygiene Compliance	25%	Daly cleaning logs, inspection reports, floor condition assessment	Weighted score based on compliance percentage
2	Solid Waste Management & Disposal Compliance	15%	Timely waste removal, bin condition, disposal records	Weighted score based on compliance percentage
3	Drainage Infrastructure & Blockage Management	12%	Drain Inspections, blockage incidents, preventive cleaning records	Weighted score based on compliance percentage
4	Occupational Health, Safety & Cleaning Material Compliance	10%	PPE usage, chemical storage audit, safety inspections	Weighted score based on compliance percentage
5	Complaint Response & Resolution Effectiveness	08%	Complaint Log, response time records, resolution verification	Weighted score based on resolution time compliance
6	Glass & Exterior Surface Cleaning	08%	Visual inspection, periodic cleaning reports	Weighted score based on inspection compliance
7	Paved Surfaces & Green Areas Cleanliness	08%	Outdoor inspection reports, grass removal logs	Weighted score based on compliance percentage
8	Roof Area Cleaning & Weed Management	07%	Roof inspection records, vegetation removal logs	Weighted score based on compliance percentage
9	Fixtures, Doors/Windows & Detail Cleaning	07%	Interior inspection checklist, cobweb removal records	Weighted score based on compliance percentage
Total Weightage:		100%		

### **Performance standards:**

Unless otherwise specified:

- a. Routine compliance target:  $\geq 98\%$
- b. Zero tolerance items: 100%
- c. Complaint resolution”
  - i. 100% critical < 2 hrs.
  - ii. 95% non-critical < 24 hrs.

### **Zero Tolerance Conditions:**

The following shall attract immediate penalty:

- a. Garbage overflow
- b. Occupational safety health
- c. Drain blockage causing stagnation

Penalty Mechanism:

- a. Each incident = 25 deduction from Monthly Bill
- b. 3 incidents in a month = Additional 5% penalty
- c. 3 consecutive months with zero-tolerance incidents = Contract termination Notice

## Monthly Payment Slab

KPI Score	Payment Release
≥ 95%	100%
90 – 94.9%	95%
85 – 89.9%	90%
80 – 84.9%	85%
< 80%	80% + Corrective Action (Root cause remedial measures, timeline for improvement)
< 90% for 3 consecutive months	Termination Review

## MONTHLY KPI SCORING SHEET

KPI Category	Weightage	Target %	Actual %	Score %	Weighted Score Formula
	A	B	C	D	E = (A x D)
Facility Cleaning & Surface Hygiene Compliance	25%	98%	95%	95%	25x0.95=23.75
Solid Waste Management & Disposal Compliance	15%	100%	100%	100%	15x1=15
Drainage Infrastructure & Blockage Management	12%	100%	100%	100%	12x1=12
Occupational Health, Safety & Cleaning Material Compliance	10%	100%	100%	100%	10x1=10
Complaint Response & Resolution Effectiveness	08%	95%	92%	92%	8x0.92=7.36
Glass & Exterior Surface Cleaning	08%	98%	98%	98%	8x0.98=7.84
Paved Surfaces & Green Areas Cleanliness	08%	98%	92%	92%	8x0.92=7.36
Roof Area Cleaning & Weed Management	07%	100%	100%	100%	7x1=7
Fixtures, Doors/Windows & Detail Cleaning	07%	98%	96%	96%	7x0.96=6.72
<b>TOTAL</b>	<b>100%</b>				<b>97.03</b>

### Payment Calculation

If:

Monthly Bill = 1,000,000

Total KPI Score = 92.4

Payment Slab = 95%

Final Payment = 950,000

Less: Zero Tolerance Penalty (if any)

## **Risk Simulation (3 KPI Failures Scenarios)**

### **Scenario A: Moderate Failure**

Failures:

- a. Cleaning Drops to 90%
- b. Outdoor drops to 85%
- c. Complaints drop to 80%

Recalculated Score  $\approx$  89%

Payment = 90% of Bill

Impact on Rs. 1,000,000

Loss= Rs. 100,000

### **Scenario B: Zero Tolerance Incident + Low Score**

- a. 2 Drain Blockages (2% x 2 = 4% penalty)
- b. Score = 88%
- c. Payment Slab = 90%

Total Deduction:

10% (slab) + 4% (penalty) = 14%

Final payment = Rs. 860,000

Loss = Rs. 140,000

### **Scenario C: Severe Failure (<80%)**

Score = 76%

Payment = 80%

On Rs. 1,000,000:

Rs. 800,000 released

Additionally:

Corrective action notice issued

If repeated 3 months  $\rightarrow$  Termination.

## MONITORING MECHANISM

Authority	Role in Monitoring	Frequency of Monitoring	Key Responsibilities
<b>Joint Engineering Advisor (JEA) (Final Approval)</b>	Overall Supervisory Authority	Monthly Review / Surprise Inspection	• Overall performance review
			• Approval of KPI evaluation
			• Verification of compliance with contract conditions
			• Recommendation for payment approval / deductions
<b>Assistant Comptroller (Certified Weekly Inspector)</b>	Financial & Compliance Oversight	Weekly / As Required	• Verification of KPI scoring before payment
			• Cross-checking compliance records
			• Ensuring deductions/penalties are applied as per contract
			• Processing payment based on approved KPI score
<b>Caretaker (Initiate Daily Report)</b>	Field-Level Daily Supervision	Daily	• Daily inspection of cleaning activities
			• Verification of manpower deployment
			• Monitoring quality of work (floors, glass, drains, rooftop, etc.)
			• Reporting deficiencies for corrective action
<b>Note:</b> The JEA and the Assistant Comptroller shall conduct physical verification, while the Caretaker shall prepare and maintain daily and weekly checklists and ensure that all records are properly documented and filed for payment purpose.			

### Appendix-I

- All payments to the staff (salary, overtime, emoluments, social security, EOBI etc.) shall be as per labor laws and the responsibility of the contractor. The client shall have no business with medical and accidental death etc.
- All cleaners/ janitors should be in uniform. The janitors deployed must be well mannered including their supervisor and it shall be ensured that no drug addict is employed for cleaning purpose. The total number of janitors deployed should be 06x individuals in morning and 02x individuals in evening including one supervisor who also work as sweeper.

**Appendix-II.** Bidder may visit to the site at its own cost just to understanding the scope of work.

## **ANNEXURE-II: DRAFT CONTRACT**

The Contract for provision of professional Janitorial Services at 48-Family Suits Islamabad is made on this \_\_\_\_\_ day of \_\_\_\_\_,

By and Between

**Estate Office Management, Islamabad**

And

M/s \_\_\_\_\_ (herein referred as **contractor**)

Both Estate Office and Contractor may be collectively referred to hereinafter as “the Parties” and either of them individually as “Party”.

WHEREAS Estate Office intends to engage Contractor to perform the Scope of Services as defined in Clause 1.

AND WHEREAS Contractor warrants and represents that it has necessary knowledge and relevant experience and capability to perform the Services in accordance with the terms of this Contract.

AND WHEREAS Contractor has qualified through a competitive bidding process conducted by Estate Office and has agreed to render the required Services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, the Parties hereto agree to the following terms and conditions:

### **1. Scope of Services**

- i. Contractor shall perform its services as per the detailed Scope provided in **Annexure-A** hereof.
- ii. All services shall be accepted as per the acceptance criteria set out at **Annexure-A** to this Contract. Estate Office has the right to accept or reject all or part of a Services in case of a non-conformity with the acceptance criteria specified or in violation of the terms of this Contract.

### **2. Payment Terms**

- i. The Monthly payment shall be linked to the overall KPI score.
- ii. No payment shall be made to Contractor in advance as mobilization advance or on any other account
- iii. Taxes shall be withheld as per prevailing laws. Further, any changes in taxes or government levies during the contract period shall be adjusted as per law.

### **3. Obligation of the Contractor**

- i. Contractor undertakes and agrees that it shall perform the Services and carry out its obligations under this Contract with all due diligence, care, efficiency and economy and to the acceptable standards. Contractor acknowledges and agrees that it shall, without

incurring any additional cost to Estate Office, be liable to re-perform and rework all or any part of the Services which are deficient in any manner. Contractor shall always act, in respect of any matter relating to Services, as faithful advisor to Estate Office and shall at all times support and safeguard Estate Office legitimate interests in any dealings.

- ii. Contractor agrees and undertakes that it shall upon completion of work related to its Services submit the same for Estate Office's approval. Estate Office will give its approval within due time.
- iii. In case Estate Office identifies any lack of compliance with the applicable laws or standards that could result in a legal claim against Estate Office, and upon written request by Estate Office, Contractor undertakes and agrees to provide adequate proof of positive compliance with the concerned part of the applicable laws or standards at the earliest.
- iv. Contractor undertakes and agrees with estate office, its officers, employees, directors, consultants and advisors (the "Estate Office Indemnified Persons") that it shall keep the Estate Office Indemnified Persons, both during and after the term of this Contract, fully and effectively indemnified and harmless against all losses, claims, damages, liabilities or expenses (including reasonable legal fees), suffered by the Estate Office Indemnified Persons arising out of or in connection with this Contract or the Services to be provided by Contractor, where such losses, claims, damages, liabilities or expenses is/are the result of the bad faith, gross negligence or willful misconduct of Contractor, provided that Contractor shall not be liable for indirect or consequential losses or damages; provided further the aggregate liability of Contractor shall under no circumstances exceed twice the aggregate remuneration received by Contractor from Estate Office in pursuance of this Contract.
- v. Delay in performance of Services beyond the lead time specified, in writing, by Estate Office for any assignment may entail the imposition of liquidated damages at the rate of 2% per day, or the rate as intimated by the Estate Office for any specific assignment, up and to a maximum of 10% of the Fee, which will be deductible from the respective invoice of the Contractor. This condition may be waived off by Estate Office at its discretion or in case of force majeure which shall be proved by the Contractor and supported by documentary evidence. Moreover, if Contractor fails to complete the assignment within the time frame provided or if the liquidated damages amount reaches its maximum limit i.e. 10%; Estate Office, without prejudice to any other right of action / remedy it may have, reserves the right to terminate the respective assignment and/or this Contract and forfeit the Performance Guarantee.

#### **4. Terms & Termination**

- i. This Contract shall become effective upon signing by both the Parties and remain effective and valid for one (01) year. The Contract may be extended for another two (02) terms of one (01) year each on satisfactory performance of the Contractor and the said extensions shall be on same terms and conditions, including Fee, of the Contract.

- ii. This Contract shall be automatically terminated upon completion of term of this Contract, unless extended in writing as per provisions of the aforementioned clause. Any ongoing assignments shall survive such termination.
- iii. Either Party may terminate this Contract if one Party materially breaches this Contract, the other Party may give written notice of its desire to terminate this Contract and the specific grounds for such termination and, if a breach which is capable of remedy is not so remedied within thirty (30) days of such a notice, the other Party may terminate this Contract immediately upon written notice of its desire to terminate.
- iv. Either Party shall be entitled to terminate this Contract forthwith in the event of the other Party:
  - a. Going into compulsory or voluntary liquidation or winding up; or
  - b. Assigning its property and/or assets for the benefit of its creditors materially affecting its abilities to perform this Contract.
- v. Notwithstanding the foregoing, Estate Office may without assigning any reason and at its sole and absolute discretion terminate this Contract at any time by serving on Contractor thirty days' (30) prior written notice. Payment of the work completed by Contractor, and accepted by Estate Office, till serving such notice of termination shall be made to Contractor.
- vi. The Contractor agrees that such termination shall not be entitled to any claim, demand, right or damages against Estate Office other than the Services provided by the Contractor under this Contract. The Contractor agrees to promptly return, following the termination or expiration of this Contract or upon earlier request by Estate Office, all information provided and written material in the Contractor possession (i) supplied by Estate Office in conjunction with the Services under this Contract or (ii) generated by the Contractor in the performance of Services under this Contract.
- vii. Upon termination of this Contract, Estate Office will be entitled to a copy of the Deliverables to the extent completed by the Contractor up to the date of termination in the form in which the same exists at that time and the payments are settled in favor of the Contractor by Estate Office, as mutually agreed by the Parties.

## **5. Confidentiality**

- i. Contractor agrees to hold in confidence for a period commencing with the signing date and ending five (05) years following the Term of this Contract, any information supplied to it by Estate Office and designated in writing as confidential or which by its nature can reasonably be inferred to be confidential.
- ii. Contractor further agrees to require its sub-consultants, contractors, advisors and employees to enter into appropriate nondisclosure agreements relative to such confidential information as may be communicated to them by Contractor and/or the Estate Office.

- iii. At termination or expiration of this Contract, the Contractor shall promptly submit all data related to the Services to Estate Office and shall destroy all copies of the same and any Confidential Information in its possession. Further, Contractor shall provide a confirmation to Estate Office, within thirty (30) days of notice of termination or date of expiration, regarding compliance of this provision.
- iv. Contractor shall undertake that it shall:
  - a. Be alert to the possibility of inadvertent disclosure, including in a social environment, and particularly to a close business associate or an immediate or a close family member;
  - b. Maintain confidentiality of information within its organization or even within the group;
  - c. Not disclose confidential information acquired as a result of professional and business relationships without proper and specific authority, unless there is a legal or regulatory requirement in which case it will promptly intimate ESTATE OFFICE of the requirement and details of information that is required to be provided before making any such disclosure;
  - d. Not use confidential information acquired as a result of professional and business relationships for the personal advantage or for the advantage of a third party;
  - e. Not use or disclose any confidential information, either acquired or received as a result of a professional or business relationship, after that relationship has ended; and
  - f. Take reasonable steps to ensure that personnel under the Contractor's control, and individuals from whom advice and assistance are obtained, respect the Contractor's duty of confidentiality
- v. If Estate Office gets any information or evidence, directly or indirectly, of breach of provision of confidentiality, it may take any remedial actions available to it including termination of contract, forfeiture of performance guarantee and any legal actions if so required.

## **6. Conflict of Interest**

- i. Estate Office/Government of Pakistan policy requires that Contractor provide professional, objective, and impartial services/advice and at all times hold the interest of Estate Office paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Contractor has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of Estate Office. Failure to disclose said situations may lead to the termination of this Contract.
- ii. Contractor shall:
  - a. take reasonable steps to identify and disclose circumstances that might create a conflict of interest, this includes:
    - i) The nature of the relevant interests and relationships between the parties involved; and
    - ii) The activity and its implication for relevant parties.

- b. remain alert to changes over time in the nature of the activities, interests and relationships that might create a conflict of interest while performing a professional activity.

## **7. Related Party Disclosure**

Estate Office policy requires that:

- a. Contractor's partners, directors or Assistant Comptroller shall not be related to or have close association, either personal or business, with any directors, or member of the management/ supervisory or other staff of the Estate Office. In case of any relationship as aforesaid, specific declarations shall be made prior to bid submission and appropriate safeguards shall be applied accordingly.
- b. If any official, family member or friend of any official of Estate Office or any agent or middleman demands any kickbacks, favor, gift, gratification or inducements for award, continuance or updation, if any, of contract between the Parties, then the Contractor shall immediately inform the management of Estate Office.
- c. If at any time in the future, there is any change in the circumstances which necessitates a revision in any form of declaration above, the Contractor shall immediately notify Estate Office in writing.

## **8. Integrity Pact**

- i. Contractor firm hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or estate office or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.
- ii. Without limiting the generality of the foregoing, Contractor firm represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
- iii. Contractor firm certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to transaction with the Estate Office and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- iv. Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall,

without prejudice to any other rights and remedies available to the Estate Office under any law, contract or other instrument, be voidable at the option of the Estate Office.

- v. Notwithstanding any rights and remedies exercised by Estate Office in this regard, Contractor agrees to indemnify Estate Office for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Estate Office in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Estate Office.

## 9. Miscellaneous

- i. Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Contract which cannot be settled amicably within thirty (30) calendar days after receipt by one Party of the other Party's request for such amicable settlement, may be referred to arbitration for settlement under the Arbitration Act, 1940 and the rules made thereunder by sole arbitrator to be appointed by the Parties. The arbitration shall take place in Islamabad. The proceedings shall be held in the English language. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.
- ii. This Contract may be amended by a mutual agreement between the parties. All such amendments shall be in writing and signed by the authorized representatives of the Parties.
- iii. Except as provided herein, the Contractor shall not assign or transfer any of its rights, duties, obligations or any interest under this Contract to any third party without the prior written permission of Estate Office. Any such prohibited assignment or transfer shall be void.
- iv. Any notice or request required or permitted to be given or made under this Contract shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand or through electronic mail, registered mail or courier.
- v. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan as may be issued, promulgated, enacted or re-enacted from time to time.
- vi. In the event that any part of this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Contract meaningless.
- vii. This Contract along with annexures contains the whole Contract between the Parties and supersedes and replaces any prior written or oral Contracts, representations or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract excludes liability for fraud.
- viii. No delay or omission in the exercise of any right or remedy by a Party shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by

the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

- ix. The following shall form an integral part of this Contract. The order of precedence in case of any conflict shall be as set forth hereunder. Any addenda/corrigenda of the following documents shall deem to incorporated therein:
- a. This Contract;
  - b. The annexures/appendices/schedules to this Contract;
  - c. Contractor's response to the clarifications during bid evaluation process;
  - d. Bid of the Contractor
  - e. Responses of Estate Office to the pre-bid clarifications; and
  - f. Complete RFP

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

For and on behalf of  
Estate Office

For and on behalf of  
Contractor

\_\_\_\_\_  
[Name of authorized signatory]  
[Designation]

\_\_\_\_\_  
[Name of authorized signatory]  
[Designation]

Witness 1:

Witness 2:

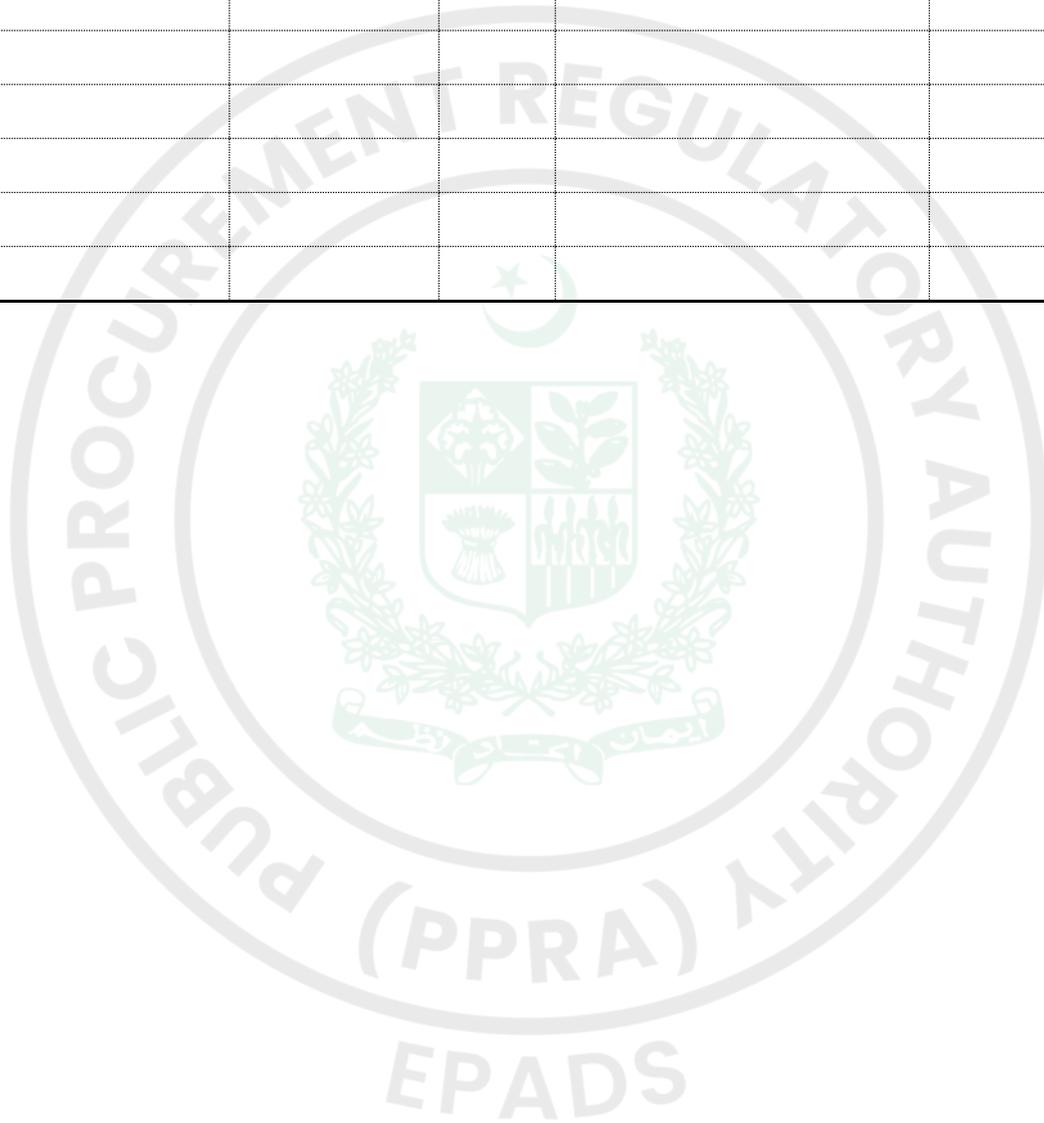
\_\_\_\_\_

\_\_\_\_\_

## Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:

Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination



## Current Contract Commitments / Contracts in Progress Form

1. Name of Contract(s)
2. Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]
3. Value of outstanding contracts [current PKR equivalent]
4. Estimated Delivery Date
5. Average monthly invoices over the last six months (PKR/mon.)

## Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\* Refer ITA 14 for the exchange rate

### 3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>1</sup> for the *[number]* years required above; and complying with the requirements.

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<sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.