

Standard Bidding Document

Hiring of Janitorial Services and Support Staff  
(Non-Consultancy Services)

National Competitive e-Bidding

Single Stage-Two Envelope



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## Table of Contents

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|                                                         |           |
|---------------------------------------------------------|-----------|
| <u>Invitation to Bid</u>                                | <u>3</u>  |
| <u>Instructions to Bidders (ITB)</u>                    | <u>4</u>  |
| <u>Eligibility Criteria</u>                             | <u>22</u> |
| <u>Evaluation Criteria</u>                              | <u>23</u> |
| <u>Bids Data Sheet</u>                                  | <u>24</u> |
| <u>Schedule of Requirement</u>                          | <u>26</u> |
| <u>Scope of Work</u>                                    | <u>27</u> |
| <u>Price Schedule</u>                                   | <u>30</u> |
| <u>General Conditions of Contract (GCC)</u>             | <u>31</u> |
| <u>Special Conditions of Contract (SCC)</u>             | <u>40</u> |
| <u>Contract Specimen</u>                                | <u>46</u> |
| <u>Integrity Pact</u>                                   | <u>55</u> |
| <u>Procurement Forms</u>                                | <u>56</u> |
| Performance Guarantee Form                              |           |
| Past Experience and completed contacts                  |           |
| Historical Contacts,                                    |           |
| Non-Performance and Pending Litigation with its history |           |
| Current Contacts and their progress                     |           |
| Financial Capacity and Network Evaluation Form          |           |
| Average Annual Turnover                                 |           |
| Services, tool and equipment form.                      |           |

## INVITATION TO e-BID

1. **National Database and Registration Authority (NADRA), Regional Head Office Karachi** intends to Hire "Janitorial Services and Support Staff" for FY **2026-27 and 2027-2028 (extendable for further 12-months)**, to cover eligible payments under the contract for the **"Hiring of Janitorial Services and Support Staff"** through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provisioning of "Non-Consultancy Services".
2. **Single Stage - Two Envelope** procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS) – (each bidder is required to mention the detail of Services, Tools, Equipment, Uniform in the submitted bid document and sample Snap where required)**.
3. All Bids must be accompanied by a Bid Security described in BID DATA SHEET in Bidding document in the form of **Pay Order** in the name of **NADRA PHQ Karachi**. The Original Bid Security must be reached to this office on or before Opening of tender with proper marking/identification of bidder(s).
4. 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/> and PPRA web site.
5. The e-bid, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before 25<sup>th</sup> September **2026 at 10:00 AM**. E-bids will be opened on the same day at 25<sup>th</sup> September **2026 at 10:30 AM**. Manual submission of Bids shall not be entertained.

**Director (Administration)**

**Regional Head Office NADRA, 29-E Miran Muhammad Shah Road, Sindhi Muslim Housing Cooperative Housing Society, KDA Scheme-1, Karachi**  
**(Phone: +92-21-34540828)**

## **INSTRUCTION TO BIDDER(S)**

### **SPECIAL NOTE TO ALL INTENDED BIDDER(S)**

"The Bidder must make a local & independent visit to examine all sites and inquiries as to the physical conditions prevailing at the each site and may obtain his own information on all aspect/matters and things that may in any way influence his performance, before submitting "Bid or finalizing his bid". He must also satisfy himself as to the all associated risks, obligations, constraints and responsibilities to be undertaken. No excuse will be entertained by NADRA Regional Head Office Karachi, at later stage(s)."

*All the information collected by bidders shall be kept confidential and for the purpose of bidding only. However, any violation is observed for the leakage of information, data, bidder will be liable for prosecution as per law.*

# 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 "Hiring of Janitorial Services and Support Staff" as specified in the **BDS** and in section **Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables/Services are provided in the **BDS**. **Single Stage-Two 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 NADRA has its own Source of funds.

## 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; 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;
  - 4.1.3. 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. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfill its obligations to pay taxes, EOBI & SESSI / social security (where applicable) other contributions of its employees; and
  - 4.1.5. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offense related to:

4.1.5.1. its professional conduct; or

4.1.5.2. 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 mentioned.

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied.

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, reputation 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.

4.6. No Joint Venture, consortium or association is allowed.

4.7. who shall have the Authority to conduct all business for and on behalf of any during the bidding process, and in case of award of contract, during the execution of the contract, the appointment of the lead Member shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.8. No Bidder can be a sub-contractor while submitting a Bids individually in the same Bidding process.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide supporting documents mentioned, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts if and where required, as necessary.

## **Bidding Documents**

### **6. Contents of Standard Bidding Document**

6.1. 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 **all parts of bidding documents (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

6.2. 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 there service provider's risk and may result in the rejection bids.

## 7. Clarifications

7.1. 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. 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.

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

7.3. 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**.

7.4. 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.

7.5. 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**.

7.6. 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:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. 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 **(only surface mail is considered because outside email is restricted on NADRA domain.)**

## **8. Amendment of Bidding documents**

8.1. 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.

8.2. 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 or as indicated in 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.

8.3. 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.

## **Preparation of Bid(s)**

### **9. Documents Constituting the Bids**

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

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

9.1.2. 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;

- 9.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;
- 9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;
- 9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and
- 9.1.6. Any other document required in the BDS.

## **10. Documents Establishing Eligibility of the Services and Conformity to Bidding Documents:**

- 10.1. 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.
- 10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

## **11. Documents Establishing Eligibility and Qualification of the Bidder**

- 11.1. 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.
- 11.2. 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".
- 11.3. 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:
  - 11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.
  - 11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

## **12. Form of Bid**

- 12.1. The bidder shall fill The Bid Forms must be completed without any alterations to its format and no subtitle shall be accepted.

## **13. Bids Prices**

- 13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

#### **14. Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less than 24 months period.

14.2 Procuring agency may increase the remuneration of the Human Resource involved in non-consultancy service minimum wage freezed by Federal Government.

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

#### **15. Bids Currencies**

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

#### **16. Bid Validity Period**

16.1. 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.

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

17.1. 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 (Hard Copy) 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.

17.2. 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.

17.3. 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.

17.4. 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:

17.4.1. the expiry of the Bid Security;

17.4.2. 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;

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

17.4.4. 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.

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

17.5.1. if a bidder:

17.5.1.1. 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

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

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract; or**

17.5.2.2. **to furnish Performance Guarantee.**

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

## **18. Alternative Bids by Bidders**

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

18.2 When alternatives 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.

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

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

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

20.1. 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.

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

## **Submission of Bids**

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

21.1. 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.

21.2. 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.

## **Opening and Evaluation of Bids**

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

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

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

23.1. 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 procurement with an estimated value up to two billion rupees)

#### **24. External Bid Evaluation Committee**

##### **24.1. NOT APPLICABLE**

#### **25. Opening of Bids**

25.1. 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.

25.2. The bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the bidder;
- (b) One hard copy of complete Bid;
- (c) the presence of a bid security, if required; and
- (d) any other details as the procuring agency may consider appropriate.

25.3. 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.

25.4. 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.

#### **26. Confidentiality**

26.1. 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.

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

#### **27. Preliminary Examination of Bids**

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

- 27.1.1. meets the eligibility criteria

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

27.1.3. is accompanied by the required securities; and

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

27.2. The procuring agency will confirm that the documents and information specified 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.

27.3. 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.

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

28.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance, 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.

28.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive, it shall reject the bids.

## **29. Correction of Errors**

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

29.1.1. 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;

29.1.2. 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

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

29.1.4. 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.

29.2. 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.

### **30. Conversion to Single Currency**

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

### **31. Evaluation of Bids**

31.1. 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.

31.2. 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.

**31.3. In case of tie of bids, the bidders (AMONG THE TIE BIDDER) 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.**

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

31.4.1. 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;

31.4.2. price adjustment for correction of arithmetic errors

31.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency

31.6. 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.

31.7. 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.**

### **32. Determination of Most Advantageous Bids**

32.1. 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.

### **33. Abnormally Low Financial Bids**

33.1. 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 unless the procuring agency

—

33.1.1. 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

33.1.2. 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.

### **34.Rejection of Bids**

34.1 As per Rule 45 of Public Procurement Rules, 2025

### **35. Cancellation of procurement**

35.1 As per Rule 46 of Public Procurement Rules, 2025

### **36. Single Responsive Bid**

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

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

37.1 As per rules 66 of Public Procurement Rules 2025

### **38. Arbitration Clause**

38.1. (Appointing Authority for the Arbitrator may be Managing Director (PPRA),

### **39. Fee of the Arbitrator**

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

### **40. Socio-economic development**

40.1. 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

### **40. Environmental objectives**

40.1. 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.

## **Award of Contract**

### **41. Appointment of Contract Manager**

41.1. The procuring agency may 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.

### **42. Criteria of Award**

42.1. 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 .

### **43. Procuring Agency's Right to reject All Bids**

43.1. 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).

43.2. 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.

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

44.1. 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.

### **45. Notification of Award**

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

45.2. 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").

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

#### **46. Signing of Contract**

46.1. 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.

#### **47. Performance Guarantee**

47.1. 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.

47.2. 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.

#### **48. Advance Payment**

48.1. The Procuring Agency will not provide any Advance Payment.

#### **49. Arbitration**

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

#### **50. Corrupt & Fraudulent Practices**

50.1. Procuring Agencies 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.

#### **51. Duty Hours**

All hired Male will perform 12-hours duty and Female will perform 08-hours duty but must ensure presence at its duty-station at least 15-minute advance. And no payment will be adjusted for this 15-minute advance time.

## **Grievance Redressal & Complaint Review Mechanism**

### **52. Constitution of Grievance Redressal**

52.1. 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.

### **53. GRC Procedure**

53.1. 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

### **54. Blacklisting/ Debarment**

#### **Procedure for Blacklisting/Debarment**

54.1. 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 Public Procurement Rules, 2025.

### **55. Basic Eligibility Criteria**

| <b>Bidder's Type</b>               | <b>Document Required</b> |
|------------------------------------|--------------------------|
| Individual / Individual Consultant | FBR (NTN) / SRB          |
| Sole Proprietorship                | FBR (GSTN) / SRB         |
| Company (Private Limited)          |                          |
| Company (Public Limited)           |                          |

- a. The Firms should have registered with PPRA, FBR and have Sales Tax Registration, SESSI, EOBI, Certificate, NTN, as well as facilities of telephone lines, etc. for urgent & immediate contact.
- b. The firm should have at least should be in good financial position have capabilities with respect to personnel and equipment (CVs of key technical staff to be attached).
- c. The firm should have at least 03 projects of similar nature.
- d. The firm having 03 years of relevant experience.
- e. The firm should have capabilities with respect to personnel (Janitorial & Technical Staff) and equipment (detail sheet with qualification/skills of staff to be attached).
- f. Certificate of Incorporation issued by SECP and Other Relevant Government Department
- g. Should be in active taxpayer list
- h. Attach relevant minimum educational copies along with:  
Trade Certification (minimum 1-year certification) from any Govt. or Private (Registered) Technical/Vocational Institutes as a proof against each Skilled HR (i.e Electrical, AC Technician, Generator Mechanic and Carpenter)

**56. Qualification & Evaluation Criteria: Quality and Cost Based Selection (QCBS)**

|                                                                                                                                                                                                                                                                                                                                                         |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Technical Marking                                                                                                                                                                                                                                                                                                                                       | 60 |
| Passing Marks (60%)                                                                                                                                                                                                                                                                                                                                     | 36 |
| Firms Relevant Experience:<br>No. of years of applicable experience of organization:<br>Two (02) marks for each year.<br>Maximum marks 10 for 5 or more than 5 years experience<br>(Proof Required: like from date of first contract)                                                                                                                   | 10 |
| Current Public/Private Sector Assignments in hand:<br>Bidders to provide references of similar services rendered:<br>Two (02) marks for each 02x Contracts (reference copies must be attached)<br>Maximum 10 marks for 10 or more references (Quantitative)(Doc Required)                                                                               | 10 |
| Janitorial Staff:<br>Number of workers on company's roster (Strength/ deployment year wise detail for last 3-years):<br>Over 200 10 marks,<br>101-200 06 marks,<br>Less than 100 02 marks (Quantitative)(Doc Required)                                                                                                                                  | 10 |
| Financial Soundness:<br>Average Annual Sales / Turnover (Last five years: i.e July-2020 to Jun-2025)<br>Having value:<br>Upto 50 million = 20 marks,<br>Upto 40 million = 15 marks,<br>upto 30 million = 10 marks<br>less than 30 million = 5 marks<br>(Proof Document Required) i.e Bank statement/audited accounts/FBR tax Return & wealth Statement. | 20 |
| Equipment & Cleaning Machinery:<br>Bidders to provide list of equipment & cleaning machinery (Quantitative)(Doc Required) Tender board may verify it.                                                                                                                                                                                                   | 10 |

Minimum Technical Qualifying Score:

$$36/60 = (60\%)$$

Any bidder qualifying 36-marks out of 60-marks, will be considered for financial bid evaluation.

1. 60% weightage to Technical Scoring = TW = (Technical Score x 0.60)

2. 40% weightage to Financial Bid

**EXPLANATION:****Financial score will be calculated as under:**

Financial Score = [ (Lowest Evaluated Financial Bid ÷ Bidder's Financial Bid) × 40 ]. For example:

Bidder A (Lowest Bid) = Rs. 10,00,000 → 40.0 marks

Bidder B = Rs. 12,00,000 → 33.3 marks

Bidder C = Rs. 15,00,000 → 26.6 marks

**3. Final Combined Score**

Final Score = Technical Score + Financial Score

Example:

| Bidder | Technical /60 | Financial /40 | Total /100 |
|--------|---------------|---------------|------------|
| A      | 33            | 24            | 57         |
| B      | 36            | 30            | 66         |
| C      | 27            | 20            | 47         |

(Highest combined scoring party, mean winner]

# BID DATA SHEET

## Bid Data Sheet (BDS)

The following specific data for the procurement of Services 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 Introduction to Bidders                                                                                                                                                                        |
|------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Introduction        |            |                                                                                                                                                                                                                                                |
| 1                      | 1.1        | Name of Procuring Agency<br>NADRA Regional Head Office Karachi<br>29-E, Miran Muhammad Shah Road, MACHS, KDA Scheme 1, Karachi.                                                                                                                |
| 2.                     | 2.1        | Financial year for the operations of the Procuring Agency: <b>2026-27 and 2027-28</b><br>(NADRA has its own source of funds)                                                                                                                   |
| B. Bidding Documents   |            |                                                                                                                                                                                                                                                |
| 3                      | 7.1        | The Bidders may seek clarifications through <b>EPADS v2.0</b><br>Clarification Date: During 0900 hrs to 1600 hrs from publication of advertisement to 21 <sup>st</sup> September, 2026 (except holidays)                                       |
| 4                      | 8.1        | Any addendum, in case issued, shall be published on <b>EPADS v2.0</b> .                                                                                                                                                                        |
| 5                      | 55         | List of documents required along with the bid:<br>Yes See Eligibility Criteria at page 22                                                                                                                                                      |
| 6.                     | 56         | The qualification criteria to establish the supply / production capability of the bidder.<br><i>see qualification and evaluation criteria at page 23</i>                                                                                       |
| 7                      |            | Services and Their Related Documents:<br>See Scope of Work at page 26                                                                                                                                                                          |
| 8                      |            | Price schedule will be provided according to the format defined and acquired. <i>see section price schedule at page 30 with complete financial breakup.</i>                                                                                    |
| C. Preparation of Bids |            |                                                                                                                                                                                                                                                |
| 9                      | 13.5       | The price shall be <b>Fixed (initially for two years)</b> .                                                                                                                                                                                    |
| 10                     | 15.1       | Currency of the Bids shall be : <b>PKR</b>                                                                                                                                                                                                     |
| 11                     | 16.1       | The Bids/Bid Validity period shall be: <b>90 Days</b>                                                                                                                                                                                          |
| 12                     | 17.1       | 2% of quoted bid amount inclusive of tax as a Bid Security. The Bid Security shall be in the form of: <b>Pay Order in favor of NADRA PHQ Karachi</b>                                                                                           |
| 13                     | 17.3       | 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 90 days so the bid security shall be valid for 90+28 = 118 days. |
| 14                     | 18.1       | Alternative bids to the Requirement of the Bidding Documents; NOT ALLOWED                                                                                                                                                                      |

|                                    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| D. Submission of Bids              |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 15                                 | 21.1       | <p>Bid shall be submitted online on EPADS v2.0, whereas hard copy of the bid security should be submitted on or before tender opening to the following;</p> <p><b>Director Administration</b><br/> <b>NADRA Regional Head Office</b><br/> <b>29-E Miran Muhammad Shah Road, Muhammad Ali Cooperative Housing Society, KDA Scheme – 1 Karachi</b></p> <p><b>Bids</b> not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: 25<sup>th</sup> September, 2026 at <b>10:00 AM</b></p> |
| E. Opening and Evaluation of Bids  |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16                                 | 25.1       | <p>The Bids opening shall take place on <b>EPADS v2.0</b>.<br/> Day : Friday<br/> Date: 25<sup>th</sup> September, 2026 at <b>10:00 AM</b><br/> Time : <b>10:30 AM</b></p>                                                                                                                                                                                                                                                                                                                                         |
| 18                                 | 56         | <p>Selection technique adopted will be: <b>Quality and Cost Based Selection (QCBS)</b> <i>see Evaluation Criteria see at page 23</i></p>                                                                                                                                                                                                                                                                                                                                                                           |
| F. Award of Contract               |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 19                                 | 47.1       | <p>The performance guarantee shall 10% of monthly bill. The performance Guarantee shall be acceptable in the form of Pay Order</p>                                                                                                                                                                                                                                                                                                                                                                                 |
| 20                                 | 49.1       | <p>Arbitrator shall be appointed by mutual consent of the both parties.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| G. Review of Procurement Decisions |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 21                                 | 52.1, 53.1 | <p>Grievance against this procurement shall be submitted online on EPADS v2.0.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                                                                                                                                                                      |     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <b>Schedule of Requirement</b>                                                                                                                                       |     |
| <b>Janitorial Worker (Male/Female)</b><br><b>08-hours shift</b><br><b>Locations: As per NADRA RHO Karachi Requirement Plan</b><br><b>Number of Tentative HR =129</b> | 129 |
| <b>Janitorial Worker (Female)</b><br><b>08-hours shift</b><br><b>Locations: As per NADRA RHO Karachi Requirement Plan</b><br><b>Number of Tentative HR =24</b>       | 24  |
| <b>Electrician (Male)</b><br><b>08-hours shift</b><br><b>Address: As per NADRA RHO Karachi Requirement Plan</b><br><b>Number of Tentative HR =08</b>                 | 08  |
| <b>AC Technician (Male)</b><br><b>08-hours shift</b><br><b>Address: As per NADRA RHO Karachi Requirement Plan</b><br><b>Number of Tentative HR =08</b>               | 08  |
| <b>Generator Mechanic (Male)</b><br><b>08-hours shift</b><br><b>Address: NADRA RHO Karachi need</b><br><b>Number of Tentative HR =08</b>                             | 08  |
| <b>Skilled Carpenter (Male)</b><br><b>08-hours shift</b><br><b>Address: As per NADRA RHO Karachi need</b><br><b>Number of Tentative HR =02</b>                       | 02  |

Above mentioned HR numbers may vary as per NADRA requirement and no extra payment in any capacity will be made to bidder.

Therefore, each intended bidder must kept this constraint in mind before quoting financial bid against each category

### **Consumables**

#### **Specifications / Requirements:**

All consumable materials such as disinfectants liquid soap, soap bars Sweep, Bleach, Vim Powder, air Freshener, toilet paper, antiseptic spray Glint, etc required for cleaning purposes shall be provided / arranged by NADRA RHO Karachi, itself.

## Scope of Work

### TERMS OF REFERENCE (TORS)

#### JANITORIAL/TECHNICAL SERVICES

The works under this contract will be provision of Janitorial Services for the offices of Regional Head Office NADRA, 29-E, Miran Muhammad Shah Road, Muhammad Ali cooperative Housing Society, KDA Scheme – I, Karachi and its allied offices i.e. RHO, Site Office, Mega Centers, DAUs etc as per Required Services details. The work shall include cleaning of all floors, roof, basement, lawns, cabins, corridor, Lobby, Walls, Front area, Back Area, Furniture, & Fixture, car sets, toilets/washroom, window glasses, light Fixtures logos, boards, name plate, lifts, and surrounding area etc. through the skilled and experienced staff in order to sure high standards of cleanliness and services.

#### TOOLS / EQUIPMENT:

The Service Provider shall be responsible for provision of required Cleaning Tools/Equipment (i.e Cobweb remover, Scraper, Ladders Gloves Scrubbing Machines, Vet & Dry Vacuum Cleaners etc) at their own cost.

#### DEPLOYMENT OF STAFF:

**Well Trained Cleaning workers in proper uniform with stitched label on Shirts showing their identity shall be deployed.**

A list showing names addresses along with the attested copies of CNIC and designation of all employees with Local Police verification shall be provided to Admin Branch, NADRA RHO Karachi, before deployment. Any replacement shall be intimated in advance. The Service Provider shall immediately replace any worker as and when instructed by NADRA.

#### TIMINGS:

08-Hours daily duty time for 24/7. The staff will approach their place of duty half hour before routine Office Duty/Shift Timings or as desired by the NADRA RHO Karachi.

#### **SERVICES TO BE PROVIDED**

##### **DAILY SERVICES**

1. Sweeping, cleaning and moping of floors, rooms, corridors / lobbies, carpets and fountain. Washing and cleaning of all toilets  
commodores, urinals and wash basins with standard cleaning material:
2. Topping up of liquid soap, Toilet paper, Air Freshener. Phenyl Balls etc.
3. General cleaning of Driveway and surrounding area
4. Vacuum cleaning of all carpeted areas.
5. Cleaning of waste paper baskets under all desks.
6. Collection, removal and disposal of waste and garbage.
7. Any other task as assign by OIC Center/DAUs

##### **WEEKLY SERVICES**

Cleaning and dusting of all glass partition walls including Glass Windows with 'Glint' or any other approved quality glass cleaning detergent to keep them neat and shiny

1. Bathroom washing including their walls and Spraying disinfect in the toilets urinals in order to kill all bad odorous.
2. Cobweb removals
3. Light fixtures cleaning

### **FORTNIGHTLY SERVICES**

1. Cleaning doors, windows and A/C Diffusers
2. Opening/Cleaning of sewerage lines/pipes of both buildings
3. Cleaning / Sweeping of roof top
4. Cleaning/Clearing of plants weeds along boundary walls

### **QUARTER YEARLY SERVICES**

1. Buffing of all floors (once at starting contract & subsequently 3 months after mobilization).
2. Fumigation of the building
3. Water tanks cleaning.
4. Dome/skylight cleaning

### **BIDDER'S OTHER OBLIGATIONS**

1. Interested bidder must submit its profile and list of existing clientele.
2. Company should have group insurance for its employees and must be registered with EOBI, SESSI along with minimum wages adherence as set by the Government. Any other benefit provided by the Company would be considered as an edge and advantage.
3. Company shall provide record of payment of group insurance and EOBI for last 3 years.
4. If the successful bidder fails to give salaries to the janitorial staff until 5 of each month, the corresponding amount will be deducted from the relevant bill of the company and/or any other penalty as deemed appropriate by the competent authority shall be charged. Furthermore, further bill of the company shall not be processed until payment of previous salaries.
5. Company will be bound to provide the Janitorial services within 3 days after issuance of work order.
6. Contractor will be fully responsible in case of theft, or damage caused by the janitorial staff.
7. Janitorial services are provided 7 days a week and in case of absence of janitor contractor would be bound to provide the replacement or otherwise appropriate deduction will be made from his monthly bill.
8. Contractor shall ensure that proper dress code with name tag is observed by his supervisor. Moreover, management of the janitorial staff will be the responsibility of the contractor.
9. Inventory of equipment; imported brand buffing machine with shampoo and water extraction option and new vacuum cleaners with essential kit for upholstery vacuuming should also be submitted along with the tender documents
10. Bidders must provide details of janitors deployed with respect to location outlined in the requirement.
11. Contact person of the contractor shall visit the office of AD (Administration) once a week to obtain feedback, however in case of emergency the visit can be obtained upon call/request.
12. Janitorial staff deputed once, shall not be changed during the contract period without PA consent. However, in case of any complaint by OIC Center/Office of the staff, the contractor will provide replacement within 24 hours.

13. Carpet and furniture upholstery shampoo and fumigation would be done at least once a month and vertical blinds cleaning (wet/dry) as and when required shall be part of the package.
14. Timings will be observed as per Office timing including 1 hr lunch break. The daily cleaning schedule would be prepared in consultation with Admin. Representative in order to utilize the janitorial staff more effectively and efficiently.
15. Copies of Sales Tax Registration Number and National Tax Number should be affixed with the bidding documents.
16. Provision of the detail regarding the offices operating in Pakistan with addresses & telephone numbers of employees.
17. The services required and janitor strength may vary i.e. increase/decrease, according to requirement.

## Price Schedule

| Sr. | Category                   | Tentative Requirement (No. of workers) | Unite Rate as notified by Gov.t (Min Wage Rate) | EOBI + SESSI + Applicable Tax + Profit/Service Charges amount | Per Worker Unit Price (Including tax) | Grand Total |
|-----|----------------------------|----------------------------------------|-------------------------------------------------|---------------------------------------------------------------|---------------------------------------|-------------|
| 1   | Janitorial Workers         | 153                                    |                                                 |                                                               |                                       |             |
| 2   | Skilled Electrician        | 8                                      |                                                 |                                                               |                                       |             |
| 3   | Skilled AC Technician      | 8                                      |                                                 |                                                               |                                       |             |
| 4   | Skilled Generator Mechanic | 8                                      |                                                 |                                                               |                                       |             |
| 5   | Skilled Carpenter          | 2                                      |                                                 |                                                               |                                       |             |

Total Bid Rs. \_\_\_\_\_

**A. General Definitions**

1.

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**.

3.2. Correction of Defects, and Lack of Performance Penalty

3.3. 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.

3.4. 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.

3.5. 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.

4. **Settlement of Disputes Amicable Settlement**

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

5. **Dispute Settlement**

5.1. **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.

**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>                                                                                                                         |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            | <b>Definitions</b><br><br><b>The Procuring Agency is: NADRA RHO Karachi</b><br><br><b>The Supplier is:</b><br><hr/><br><b>The title of the subject procurement is: Hiring of Janitorial Services</b>            |
| <b>GCC 2</b>               | <b>Applicable/Governing Law:</b><br><br><b>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan</b>                                                                    |
| <b>GCC 3</b>               | <b>Language:</b><br><br><b>The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in English.</b> |

|         |                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GCC 4   | <p><b>Notices:</b></p> <p><b>The addresses for the notices are:</b></p> <p>Procuring Agency:</p> <p>Admin Branch, NADRA Regional Head Office, 29-E Miran Muhammad Shah Road, MACHS, Karachi.</p> <p>Name of Contractor/</p> <p>Bidder:</p> <p>[Name, address and telephone number]. The Contractor/ Bidder's</p> <p>Representative(s)</p> <p>[Name, address, telephone number and e-mail address]</p> |
| GCC 6.1 | <p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p>Admin Branch, NADRA Regional Head Office, 29-E Miran Muhammad Shah Road, MACHS, Karachi.</p> <p><b>For the Bidder:</b></p> <p><b><u>Name:</u></b></p> <p>.....</p> <p><b><u>Designation:</u></b></p> <p>.....</p> <p><b><u>Address:</u></b> .....</p>                                                    |
| GCC 7   | <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>                                                                                                                                                                                                                              |
| GCC 8   | <p><b>Commencement of Contract:</b></p> <p>The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.</p>                                                                                                                                                                                                                                                     |

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GCC 10.2</b> | <p><b>Expiration of Contract:</b></p> <p>The time period shall be .....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>GCC 14</b>   | <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>                                                                                                                                                                                                                                             |
| <b>GCC 16</b>   | <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>                                                                                                                                                                                                                                                           |
| <b>GCC 20</b>   | <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>100.00% to 100.00%</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> |
| <b>GCC 21</b>   | <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>                                                                                                                                                                                                                                                                                                                                                             |
| <b>GCC 27</b>   | <p><b>Currency of Payment:</b></p> <p>All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.</p>                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>GCC 28</b>   | <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.

**Inspections & Tests Requirements**

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

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

**Delivery & Documents**

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

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package; Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

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.

**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 Director General NADRA RHO Karachi for appointment of sole arbitrator.

**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 Karachi

**Bid Securing Declaration**

Bid Security in the form of Pay Order is acceptable only

**AGREEMENT / CONTRACT**

1. This **agreement** is made at Karachi on \_\_\_\_\_ between **National Database and Registration Authority (NADRA) Regional Head Office Karachi**, 29-E, Miran Muhammad Shah Road, M.A.C.H.S Karachi, hereinafter referred to as the **"EMPLOYER"** (which expression shall unless repugnant to the context mean and include their respective successors in-interest and assigns) of the One Part.

**And**

2. **M/S** \_\_\_\_\_ having their registered office at \_\_\_\_\_ through Manager Operations Mr. \_\_\_\_\_ bearing CNIC No. \_\_\_\_\_, on behalf of Director, M/s \_\_\_\_\_ called the **"CONTRACTOR"** (which expression shall unless repugnant to the context mean and include its successors-in-interest and assigns) of the Other Part.
3. WHEREAS, the **"CONTRACTOR"** awarded work through EPADS by the EMPLOYER to start/execute works/services, at the monthly rate:  
Rs.41092/- per Janitorial Staff and Rs. 50982/- per Skilled Electrician.
4. And WHEREAS the **"EMPLOYER"** is desirous that certain works in the category of Services of Janitorial Staff and Electrician at:  
NADRA Mega Centre North Nazimabad,  
NADRA Mega Centre DHA,  
NADRA Mega Centre Siemens Chowrangi,  
NADRA Mega Centre East,  
Big Centre Latifabad and  
NADRA Mega Centre Surjani or any other NADRA DAUs of RHO Karachi.

However, it is worth mentioning here for clarification that Services of Electrician is not required for the rest of NADRA Centers. The maintenance services like Air Conditioners, Generator, Electrical Equipment will be effective in the light of Tenders Terms and Conditions accepted by **"CONTRACTOR"** for the execution of said works.

**5. NOW THIS AGREEMENT WITNESSETH AS FOLLOW:**

- 5.1 In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract, hereinafter referred to.
- 5.2 The Following documents, which for the purpose of identification have been signed by **Mr.** \_\_\_\_\_, **CNIC No.** \_\_\_\_\_ on behalf of the **"CONTRACTOR"** and by **Mr.** \_\_\_\_\_, (**CNIC No.** \_\_\_\_\_ ) on behalf of the **"EMPLOYER"**

- 5.3 In condition of payments to be made by the **"EMPLOYER"** to the **"CONTRACTOR"** as hereinafter mentioned, the **"CONTRACTOR"** hereby Covenants with the **"EMPLOYER"** to provide services as above in conformity, in all respects, with the provision of the contract and bid document relates to standardization and quality up to satisfaction of the **"EMPLOYER"** .
- 5.4 The **"EMPLOYER"** covenants to pay to the **"CONTRACTOR"** in consideration of the execution and performance of the said works in all respects, against the price of the contract in the manner prescribed by the contract and bid documentation.
- 5.5 **The "EMPLOYER"** is required for time efficient supply and services for smooth functioning of respective offices keeping in the view the urgency of requirement. Necessary approvals, resources and expertise to provide top quality supply and services as per satisfaction of the **"EMPLOYER"** in view of the inspection report of monitoring teams of RHO, Karachi constituted and assigned time to time for the same purpose as well as monthly performance certificate of OICs NADRA DAUs/Offices, without any delay.
- 5.6 Services must be limited to the specifications provided in the category as mentioned in Tender Document/Purpose be ensured with complete satisfaction of **"EMPLOYER"** as stated above with due given time line. In case services are found below standard, up to 10% of bill may be deducted as penalty and no excuse will be entertained. The **CONTRACTOR** will furnish a satisfactory certificate duly endorsed by DAUs/Offices as well as Admin RHO Karachi based upon inspection reports of monitoring teams for release of payment.
- 5.7 The probationary period for confirmation of contract will be 90 days (Three months) starting from date of deployment. The full contract will be confirmed subject to satisfactory performance of **"CONTRACTOR"** and in case of non-satisfactory performance and services, the contract shall be terminated at the option of the **"EMPLOYER"** without assigning any reason and advance notice.
- 5.8 Rates as per comparative statement will remain in force for the period of \_\_\_\_ months starting from \_\_\_\_\_ to \_\_\_\_\_. The period of this contract may be extended for another 12 months by the **"EMPLOYER"** on same rates and terms and conditions as per the Bid. The extension of the contract shall be the sole discretion of the **"EMPLOYER"**.
- 5.9 If the **"CONTRACTOR"** gets blacklisted at any province of Pakistan, the contract will be terminated without any notice period overnight.
- 5.10 All the terms and conditions included in Bid Document will be integral part of this contract deed, for the compliance of all security protocols, standardization, maintenance of service and legal implications. Each page of bid document will also be integral part of this contract deed for the said purpose.

## 6. SPECIMEN OF SATISFACTORY PERFORMANCE CERTIFICATE

This is to certify that the services of M/S\_\_\_\_\_ in the category of Cleaning services with cleaning material utilized during the month from \_\_\_\_\_to \_\_\_\_\_ has been performed satisfactorily at NADRA Center \_\_\_\_\_ and the undersigned hereby certifies/endorse satisfactory performance.

\_\_\_\_\_

Signature,

ERP OIC Center \_\_\_\_\_

\_\_\_\_\_

Name

Seal of Center

Note:

- a. Non Satisfactory performance continuously for 03x months, shall lead to disqualification / termination of contract without bearing any liability even after expiry of probation period.
- b. Satisfactory performance Certificate is necessary for processing of bills.

## 7. The scope of Janitorial services and electrician services will be as under:

### a. Scope of Services

NADRA Mega/Big Centers are main prioritized setup of NADRA to facilitate all valued citizens of Pakistan and these Centers are 24/7 operational. Therefore, standardized and up-to-mark cleaning work is dire need to maintain a healthy & hygienic environment 24/7. That's why the **CONTRACTOR** is expected to deliver their best services for the purpose. Generally, this include daily, weekly, fortnightly and monthly cleaning exercises but not limited to these only:

- Cleaning, sweeping, dusting and continuous mopping of main entrance, halls, central lobby, common area, kitchen, pantry, pray area and other areas including marble, granite, staircases, diffuses, false ceiling, steel louvers, steel grills, safety grills, sun-shade, fittings, fixtures, fans, wall and tiled flooring at all levels with environment friendly and floor compatible chemicals.
- Cleaning, sweeping of all counters, front tiles, shutter & tough-pavors.
- Cleaning & sweeping of front and back of the building.
- Cleaning/polish of all sofas (where needed).
- Cleaning & sweeping of Mosque Area, Ablution Area etc.
- Cleaning/sweeping and mopping of all toilets/gully traps with disinfectants at least after every 2-hours.
- Dry/wet cleaning, and mopping of handrail, staircases landings and their walls.
- Dry/wet cleaning of glazed/aluminum panels by using suitable material.
- Wet, dry cleaning & dusting of all logo, walls, signage and neon signs works and glass door & windows (both sides) including textured wall.
- Emptying of all dust bins/trash bins as many times as necessary and keeping all the dust bins in neat conditions.
- Daily collection and disposal of all collected rubbish & waste materials to designated disposal area/location

- Maintenance and up-keeping of sewerage lines, manholes, so as to facilitate proper functioning of sewerage system 24/7.
- Cleaning of generator canopies
- Wet cleaning of enamel painted surfaces at all levels.
- Internal and external complete facade cleaning.
- Cleaning of all artificial & live plants, scenery, portraits, sun shades, fire-fighting equipment etc.

**b. For Janitorial Workers**

- Janitorial services with cleaning material including internal and external area to maintain good looking and keeping hygienic atmosphere.
- Shift schedule/timing will be as follows:-
  - 1<sup>st</sup> Shift : 07:00 am to 03:00 pm or as announced by NADRA
  - 2<sup>nd</sup> Shift: 03:00 pm to 11:00 pm or as announced by NADRA
  - 3<sup>rd</sup> Shift: 11:00 pm to 07:00 am or as announced by NADRA  
(8-hours will be considered as "One Shift")
- Janitorial Worker will approach Center 15 minutes before the shift timings, and no compensation for this extra time will be entertained.
- No over time will be allowed/accepted in any case.
- Keeping the intensity of NADRA Center in view, all leave/short leave will not be allowed by the "**EMPLOYER**" and the "**CONTRACTOR**" will ensure timely replacement of such requisitions and sole responsibility of such matter will be borne by "**CONTRACTOR**".
- Frequent changes of Janitorial Worker will not be allowed, unless force majeure.
- Regional Head Office team may also monitor/measure the performance of Janitorial Worker as stated above. If found unsatisfactory, then cautionary note/poor performance certificate may be issued.
- Number of Janitorial Workers in each shift shall be maximum 06 (six) Janitorial Workers (05 x Male and 01 x Female, in Morning and Evening shift). Number of janitorial staff (in any shift) may be changed as per the "**EMPLOYER**" need and discretion.
- The "**CONTRACTOR**" will nominate a team leader from the provided staff, but the "**EMPLOYER**" will not pay any additional/extra payment in any case.
- Quantity of staff may be increased or decreased by "**EMPLOYER**" at any time of the contract, as per requirement and conditions.

**c. For Electrician/Generator Mechanic**

- The electrician will ensure smooth operations including observance of regular monitoring / inspection / Cleaning / survey by provisioning of visit schedule/report and his services may be utilized at any NADRA Center (where needed/required), However, in such cases "**EMPLOYER**" will facilitate him for transport services only.
- The electrician will be responsible for prompt response to the "**EMPLOYER**".
- The Work Completion Certificate, with complete detail of work carried out duly signed by OIC NADRA Center.

8. **"EMPLOYER"** will ensure the 100% payment within 04 weeks after submission of bills subject to certifications. Any clarification of regarding billing may cause delay and observation if requires, **"CONTRACTOR"** will clarify through completion of work certificate.
9. Payment will be done through Crossed Cheque / Pay Order in the name of company.
10. The Staff details must be shared on the letterhead of **"CONTRACTOR"** containing, Name, CNIC, Residence Address, Contact Number, Security clearance by concerned Police Stations. Any lapse during the services regarding security concerns, **"CONTRACTOR"** will be liable for compensation of damages along with all legal proceedings and costs as per failure of services due to negligence on part of the **"CONTRACTOR"**
11. At the time of arrival and departure, all respective staff provided by the **"CONTRACTOR"** has to follow security checks as and when required.
12. The Work force should be instructed not to involve in malpractices, like NADRA processing/ the **"EMPLOYER"** parameters and ensure no damages to assets, showing well behavior and manners to NADRA staff and general public.
13. The **"CONTRACTOR"** will ensure proper uniform (neat & clean with company logo) and issue company ID Cards
14. During the services, hygienic environment is to be maintained and ensured.
15. The Janitorial worker will not bring any hazards related things should be brought in the office like weapon, cigrate, paan, gutka, naswar, mawa, etc, in NADRA Center.
16. The janitorial staff must possess CNIC during working hours. No child labor will be involved in the cleaning process.
17. The working staff has to ensure that no harassment to female staff be intention-ed and moral values be kept in mind during duty hours. No discriminatory language like race, gender, color, creed, origin, religion and political should be used.
18. It is the duty of the **"CONTRACTOR"** to abide by all Local, Provincial & Federal Govt. Laws. In case of lapse, the Contractor will be responsible for all consequences.
19. The **"CONTRACTOR"** has to pay or will be deducted including SST/GST effective as per Govt. Law, whether Federal, Provincial or of Local Government imposed on services through any authority during the contract period, the breakup of service charges shall be included in the monthly invoice / bills, accordingly.
20. The **"CONTRACTOR"** will not sublet the contract to any other third party.
21. The breach of contract terms will not be accepted. The Contractor has to ensure that no staff involvement shall be made for leaking the inside NADRA activities and data related information to any person or third party or any outsider. In case of breach is found, the EMPLOYER may consider legal proceeding against the CONTRACTOR as per Law.

22. The **"CONTRACTOR"** will bear the cost of travel and transportation of his staff or articles to be used for the purpose.
23. The **"CONTRACTOR"** has to response for the emergency call (s) made by Employer for maintenance.
24. The **"CONTRACTOR"** shall not indulged fraudulent activities or extortion. The **"CONTRACTOR"** shall not offer or accept from someone to pay, in the form of bribe/ gift from any party regarding operational business or processing of applicants. No overtime in any case shall be entertained.
25. The **"EMPLOYER"** reserves right of suspending or terminating the contract agreement in its discretion within remedies provided under the agreement and governing laws .
26. The schedule of billing for the articles to use during the maintenance as per contract agreement with one month cycle (the effective date ; 1<sup>st</sup> of every month till last day of every month)
27. The cleaning Equipment and Tools will remain same as submitted by Contractor in Bid Document. The authorized person or monitoring committee may check time to time the standardization of material and work quality of services, in case of breach or sub standardization of services, the penalty may be imposed upon **"CONTRACTOR"** on recommendation of monitoring team, which will be final subject to disposal of appeal before Authority, if any.
28. The **"CONTRACTOR"** shall comply with all applicable laws and industry standard in working hours. The contractor staff shall be provided with wages that at least meeting with minimum government standard as per Law.
29. the **"EMPLOYER"** reserves the right to verify the **"CONTRACTOR"** record in compliance of this agreement and bid documents para(s) in order to settle the observations if any. This leads the **"CONTRACTOR"** to ensure maintenance of books and record, invoices and other documents of payments / procurement of articles / services.
30. The service charges will be payable to the **"CONTRACTOR"** per month basis and month will be considered in accordance with "Georgian Calendar" with necessary deduction of taxes, (if applied). Proper attendance record to be endorsed accordingly.

### **ATTENDANCE SPECIMEN**

|          |                    |             |      |                |                                     |    |    |    |    |                               |
|----------|--------------------|-------------|------|----------------|-------------------------------------|----|----|----|----|-------------------------------|
| Sr<br>No | Employee<br>Number | CNIC<br>No. | Name | Father<br>Name | Attendance for the month of _____ \ |    |    |    |    |                               |
|          |                    |             |      |                | NADRA<br>Centre _____               |    |    |    |    |                               |
|          |                    |             |      |                | 01                                  | 02 | 03 | 04 | 05 | Continue till end of<br>month |

\_\_\_\_\_  
Contractor's Signature

Name,

CNIC No.

Stamp of Firm

Counter-signed by

Name

CNIC No.

Stamp of OIC NADRA Center

**Note: Attendance should be signed by the concerned janitorial staff**

- 31.** Other Terms & Conditions of bid documents will remain effective if not included as above. All requirements of standardization of Tools, quality of work and dealings for prompt services, mentioned in "Bid Document" will be applicable as per terms and condition of subject agreement, being counterpart of this agreement.
- 32.** "**EMPLOYER**" reserves the right to take action in the light of PPRA Rules 2004, if not complied with the terms & condition mentioned in agreement and bid document.
- 33.** A check list of House Keeping Cleaning must be maintained and ensured on daily basis.
- 34.** The period of this contract will be \_\_\_\_\_. The period of contract may be extendable for another twelve months by the "**EMPLOYER**" on same rates and terms & conditions as per bid. The extension of the contract shall be the sole discretion of the "**EMPLOYER**".
- 35.** The deputed staff of the contractor may be rotated on monthly basis from one place to other place of duty.
- 36.** In case on non-compliance of dress code and ID cards, the Rs.500/- for each employee of the contractor, per day will be imposed as penalty, subject to report of OIC/Monitoring Team.
- 37.** The usage of mobile phone during office/working hours of janitorial staff will not be allowed except team leader.

38. The per day salary deduction of janitorial staff will be imposed upon the contractor as penalty for absent period and in other cases as per schedule given here below.

| Sr | Discrepancy                               | Amount to be fined per Observation. |
|----|-------------------------------------------|-------------------------------------|
| a. | Observation of late coming                | Rs.200/- per worker                 |
| b. | Observation on absentee                   | Per day salary of that worker       |
| c. | Observation on uniform                    | Rs.500/-per day                     |
| d. | Observation on cleaning tools             | Rs.500/-                            |
| e. | Observation on cleaning material          | Rs.1000/-                           |
| f. | Observation on cleanliness (once a month) | Rs.2000/-                           |

39. The **"CONTRACTOR"** will ensure presence shift wise janitorial staff.
40. The Electrician services may be utilized as per need & requirement of the **"EMPLOYER"**
41. The minimum quantity and standardization of cleaning materials & tools shall not be less than the list provided in the bid document; otherwise 10% of total monthly bill of the same NADRA Center, will be deducted as penalty, for each adverse report.
42. G.R.C (Grievance Redress Committee) for resolving of any dispute has been notified and its composition is as under:
- |                     |                       |                             |
|---------------------|-----------------------|-----------------------------|
| President/Convener: | Muhammad Farooq Hyder | Deputy Director (Legal)     |
| Member-1            | Ehtisham Rana         | Deputy Director (Accounts)  |
| Member-2            | Iqbal Ahmed Somroo    | Assistant Director (Stores) |
43. However, in case of any dispute, arising between the "EMPLOYER" and the "CONTRACTOR", it will be presented before GRC (Grievance Redress Committee) and in case of dis-satisfaction with the decision by GRC, "CONTRACTOR" may file appeal to Director General NADRA Regional Head Office Karachi, and its decision will be final and binding on both the parties.
44. The "EMPLOYER" has the right to terminate the contract on immediate basis without assigning or showing any reason. The "CONTRACTOR" cannot sue the "EMPLOYER" in any Court of Law.

- 45.** The "EMPLOYER" reserves the right to initiate proceedings for blacklisting as per Rule-19 of PPRA, if the "CONTRACTOR" fails to provide satisfactory services or is found to be indulged in corrupt or fraudulent practices and concealment of facts at any stage of contract period.

**IN WITNESS THEREOF**, the parties have hereunto set their respective hands and seal on the day and the year first above written.

**FOR AND ON BEHALF OF**

**"EMPLOYER"**

**National Database & Registration Authority**

\_\_\_\_\_

(Signature)

(Name, ERP & Designation)

**FOR AND ON BEHALF OF**

**"CONTRACTOR"**

**M/s** \_\_\_\_\_

\_\_\_\_\_

(Signature)

(Name, CNIC & Position)

**Witnesses**

\_\_\_\_\_

Signature

\_\_\_\_\_

(Name, ERP & Designation)

\_\_\_\_\_

Signature

\_\_\_\_\_

(Name, CNIC & Position)

## **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.

To:

**Director Administration,  
NADRA Regional Head Office 29-E, Miran Muhammad Shah Road,  
Muhammad Ali Cooperative Housing Society,  
KDA Scheme-1, Karachi**

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

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*\_\_\_\_\_

*[date]*\_\_\_\_\_

## **Past Experience and Completed Contracts**

### **Experience and Completed Contract**

Historical Contract Non-Performance, and Pending Litigation and  
Litigation History

### **Historical Contract Non-Performance, and Pending Litigation and Litigation History**

Current Contracts and Their Progress

### **Current Contracts and Their Progress**

Financial Capacity and Net Worth Evaluation Form

### **Financial Capacity and Net Worth Evaluation Form**

### **Average Annual Turnover**

**Past Experience / Contracts**

| Contracts over <i>[insert amount]</i> during the last three years: |       |      |                         |                        |
|--------------------------------------------------------------------|-------|------|-------------------------|------------------------|
| Procuring Agency                                                   | Value | Year | Goods/Services Supplied | Country of Destination |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |
|                                                                    |       |      |                         |                        |

## Historical Contract Non-Performance, and Pending Litigation and Litigation History

*[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]*

| .. Not debarred due to deviation from commitment of Bid Securing Declaration<br>..Not debarred due to non-performance             |                                       |                                                                                                                                                                                                                                                                                                                  |                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Year                                                                                                                              | Non-performed portion of contract     | Contract Identification                                                                                                                                                                                                                                                                                          | Total Contract Amount (current value, currency, exchange rate and PKR equivalent) |
| <i>[insert year]</i>                                                                                                              | <i>[insert amount and percentage]</i> | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i><br><br>Name of Procuring Agency: <i>[insert full name]</i><br><br>Address of Procuring Agency: <i>[insert street/city/country]</i><br><br>Reason(s) for nonperformance: <i>[indicate main reason(s)]</i> | <i>[insert amount]</i>                                                            |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements                                       |                                       |                                                                                                                                                                                                                                                                                                                  |                                                                                   |
| .. Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below. |                                       |                                                                                                                                                                                                                                                                                                                  |                                                                                   |
| Year of dispute                                                                                                                   | Amount in dispute (currency)          | Contract Identification                                                                                                                                                                                                                                                                                          | Total Contract Amount (currency), US\$ PKR Equivalent (exchange rate)             |

|                                                                                                                                                                                                                                                                                                                                                                        |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <i>[insert year]</i>                                                                                                                                                                                                                                                                                                                                                   | <i>[insert amount]</i>                    | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: <i>[insert full name]</i><br>Address of Procuring Agency: <i>[insert street/city/country]</i><br>Matter in dispute: <i>[indicate main issues in dispute]</i><br>Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i><br>Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i> | <i>[insert amount]</i>                                                  |
| <input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.<br><input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below. |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                         |
| <b>Year of award</b>                                                                                                                                                                                                                                                                                                                                                   | <b>Outcome as percentage of Net Worth</b> | <b>Contract Identification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Total Contract Amount (currency), PKR Equivalent (exchange rate)</b> |
| <i>[insert year]</i>                                                                                                                                                                                                                                                                                                                                                   | <i>[insert percentage]</i>                | Contract Identification: [indicate complete contract name, number, and any other identification]<br>Name of Procuring Agency: <i>[insert full name]</i><br>Address of Procuring Agency: <i>[insert street/city/country]</i><br>Matter in dispute: <i>[indicate main issues in dispute]</i><br>Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y</i>      | <i>[insert amount]</i>                                                  |

### **Current Contract Commitments / Contracts in Progress Form**

|                                                                                                 |
|-------------------------------------------------------------------------------------------------|
| <b>1.</b> Name of Contract(s)                                                                   |
| <b>2.</b> Procuring Agency Contact Information [insert address, telephone, fax, e-mail address] |
| <b>3.</b> Value of outstanding contracts [current PKR equivalent]                               |
| <b>4.</b> Estimated Delivery Date                                                               |
| <b>5.</b> 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] years, [insert in words]</i><br>(amount in currency, currency, exchange rate*, PKR equivalent) |        |        |        |        |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|--------|--------|
|                                                                  | Year 1                                                                                                                                               | Year 2 | Year 3 | Year 5 | Year 5 |
| 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 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, 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.

<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.

#### Average Annual Turnover (Annual Sales Value)

*[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

| Annual Turnover Data            |                                              |                            |                |
|---------------------------------|----------------------------------------------|----------------------------|----------------|
| Year                            | Amount                                       | Exchange rate*             | PKR equivalent |
|                                 | Currency                                     | (If applicable)            |                |
| <i>[indicate calendar year]</i> | <i>[insert amount and indicate currency]</i> |                            |                |
|                                 |                                              |                            |                |
|                                 |                                              |                            |                |
|                                 |                                              |                            |                |
|                                 |                                              |                            |                |
|                                 |                                              | Average Annual Turnover ** |                |

\* Refer ITA for date and source of exchange rate.

\*\* Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.

## **Services and detail of Tool / Equipment Form.**

### **Services:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

### **Tools/ Equipment:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

### **Uniform Sample: (Shirt, Trouser & Shoes)**

1. Shirt \_\_\_\_\_
2. Trouser \_\_\_\_\_
3. Shoes \_\_\_\_\_