

Standard Bidding Document

HIRING OF JANITORIAL SERVICES FOR PAKISTAN AUDIT AND
ACCOUNTS COMPLEX, KARACHI GULSHAN-E-IQBAL, BLOCK-11,
MAIN UNIVERSITY ROAD, KARACHI
(Non-Consultancy Services)

National

Single Stage-One Envelope



May 22, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP))** has reserved Funds for the procurement planned for FY 2025-26. The **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the “**HIRING OF JANITORIAL SERVICES FOR PAKISTAN AUDIT AND ACCOUNTS COMPLEX, KARACHI GULSHAN-E-IQBAL, BLOCK-11, MAIN UNIVERSITY ROAD, KARACHI**”
2. The **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, June 11, 2026 02:00 PM**. E-bids will be opened on the same day at **Thursday, June 11, 2026 02:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at

<https://www.youtube.com/watch?v=MNW6T38v7tc>

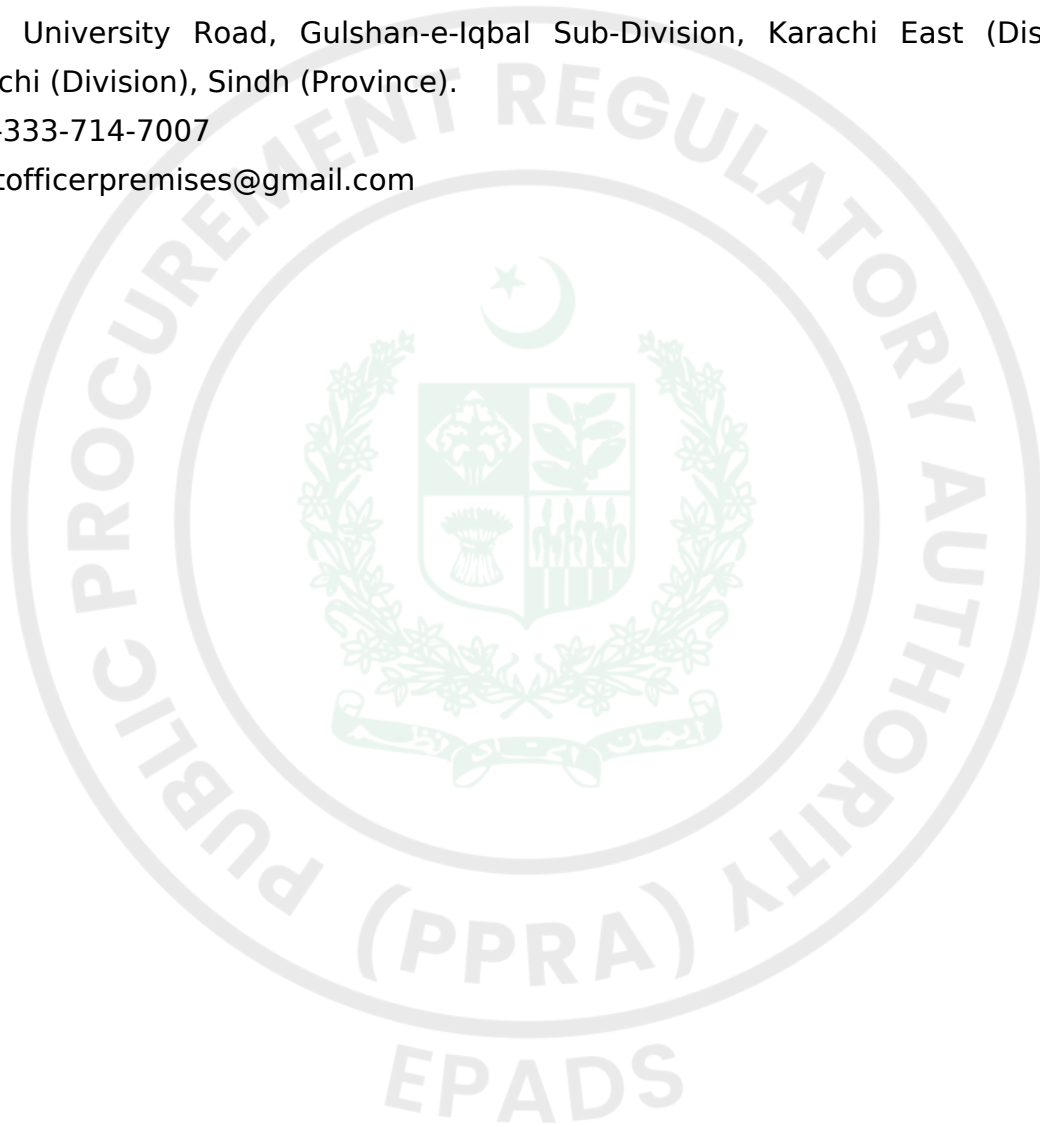
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

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

2. Source of Funds

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

3. Fraud & Corruption

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

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

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

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

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

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

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

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

4.1.6.1. its professional conduct; or

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Qualification of the Bidder

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

B. Bidding Documents

1. Contents of Standard Bidding Document

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

Section I - Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

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

Section VI Bidding Forms

Section VII Fraud & Corruption

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

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

2. Clarifications

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

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

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

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

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

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

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

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

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

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

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

bid:

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

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

3. Amendment of Bidding documents

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

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

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

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

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

C. Preparation of Bids

1. Documents Constituting the Bids

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

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

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

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

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

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

1.1.6. Any other document required in the BDS.

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

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

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

3. Documents Establishing Eligibility and Qualification of the Bidder

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

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

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

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

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

4. Form of Bid

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

5. Bids Prices

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

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

5.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

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

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

6. Price Adjustment

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

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

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

7. Bids Currencies

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

8. Bid Validity Period

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

declaration as the case may be.

9. Bid Security or Bid Securing Declaration

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

9.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 17.5

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

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

9.4.1. the expiry of the Bid Security;

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

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

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

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

9.5.1. if a bidder:

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

9.5.1.2. does not accept the correction of errors pursuant to ITB 26; or

9.5.2. in the case of a successful bidder fails:

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

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

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

10. Alternative Bids by Bidders

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

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

11. Withdrawal, Substitution, and Modification of Bids

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

12. Format and Signing of Bids

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

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

D. Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

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

1.1. As per Rule 10 of Public Procurement Rules, 2004
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2004)

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

2.1. As per Rule 11 of Public Procurement Rules, 2004
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up

to two billion rupees)

3. **Third Party Validation**

3.1. **In compliance with Rule 12** of Public Procurement Rules, 2004, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

4. **External Bid Evaluation Committee**

4.1. **As per Rule 13 of Public Procurement Rules, 2004**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

5. **Opening of Bids**

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

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

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

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

6. **Confidentiality**

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

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

7. Preliminary Examination of Bids

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

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

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

7.1.3. is accompanied by the required securities; and

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

7.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

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

8. Examination of Terms and Conditions, Technical Evaluation

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

met without material deviation or reservation.

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

9. Correction of Errors

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

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

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

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

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

9.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17**.

10. Conversion to Single Currency

10.1. As per Rule 30(2) of Public Procurement Rules, 2004.

11. Evaluation of Bids

11.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive, pursuant to **ITB 24**.

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

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

11.4. The Procuring agency evaluation of a bid will take into account:

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

11.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 26**;

11.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 27**;

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

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

12. Determination of Most Advantageous Bids

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

13. Abnormally Low Financial Bids

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

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

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

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

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

14. Rejection of Bids

14.1. As per Rule 33 of the Public Procurement Rules, 2004

15. Cancellation of procurement

15.1. As per Rule 33 of Public Procurement Rules, 2004

16. Single Responsive Bid

16.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

17. Alternate Dispute Resolution (ADR)

17.1. As per Rule 49 of Public Procurement Rules, 2004

18. Arbitration Clause

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

19. Fee of the Arbitrator

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

20. Socio-economic development

20.1. As per Rule 24 of Public Procurement Rules, 2004, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

21. Environmental objectives

21.1. As per Rule 4 of the Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

1. Appointment of Contract Manager

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

2. Criteria of Award

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

3. Procuring Agency's Right to reject All Bids

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

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

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

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

5. Notification of Award

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

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

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

6. **Signing of Contract**

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

7. **Performance Guarantee**

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

7.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

8. **Advance Payment**

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

9. **Arbitration**

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

10. **Corrupt & Fraudulent Practices**

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

G. **Grievance Redressal & Complaint Review Mechanism**

1. **Constitution of Grievance Redressal**

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

2. **GRC Procedure**

2.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 20 and Redressal of Grievance Regulations, 2022

H. **Blacklisting/ Debarment**

1. **Procedure for Blacklisting/Debarment**

1.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.



Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP))**

The subject of procurement is: **HIRING OF JANITORIAL SERVICES FOR PAKISTAN AUDIT AND ACCOUNTS COMPLEX, KARACHI GULSHAN-E-IQBAL, BLOCK-11, MAIN UNIVERSITY ROAD, KARACHI**

Expected commencement date: **Monday, June 29, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2025-26**

Name and identification number of the Contract: **P27683**

BDS Clause Number 3

ITB Number 4.6

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, June 8, 2026

BDS Clause Number 5

ITB Number 8.1

Any addendum, in case issued, shall be published on **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP))** website and on **EPADS v2.0**.

BDS Clause Number 6

ITB Number 9.1

List of documents required along with the bid: No

BDS Clause Number 7

ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

ITB Number 7.6

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12

ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

ITB Number 16.1

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 14

ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft**

BDS Clause Number 15

ITB Number 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 180 days so the bid security shall be valid for $180+28 = 208$ days.

BDS Clause Number 16

ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

ITB Number 21.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

First Floor, Pakistan Audit and Accounts Complex, Gulshan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Thursday, June 11, 2026 02:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day : **Thursday**

Date: **Thursday, June 11, 2026**

Time : **02:30 PM**

BDS Clause Number 19

ITB Number 32.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see *Evaluation Criteria*

F. Award of Contract

BDS Clause Number 20

ITB Number 49.1

The Performance guarantee shall: **3.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

ITB Number 53.1

Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

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

Eligibility Criteria	Document
Company/Firm profile including information on manpower strength. The profile shall also demonstrate adequacy of equipment, tools, logistics, and supporting infrastructure required for efficient service delivery.	Yes
Attested copy of valid Income Tax Registration Certificate (NTN).	Yes
Attested copy of valid Sindh Sales Tax Registration Certificate (SRB).	Yes

Attested copies of Income Tax Returns/Assessment Orders for the last three financial years (2022-23, 2023-24 and 2024-25).	Yes
Documentary evidence confirming status as an Active Taxpayer, as per the Federal Board of Revenue (FBR) Active Taxpayers List (ATL).	Yes
Documentary evidence/proof of at least three (03) years' relevant experience in providing janitorial/housekeeping services to any public sector entities or reputable corporate organizations during the past six (06) years, reckoned from FY 2020-21 up to the closing date of the tender.	Yes
Attested copy of valid registration with the Sindh Employees' Social Security Institution (SESSI).	Yes
Attested copy of valid registration with the Employees' Old-Age Benefits Institution (EOBI).	Yes
Undertaking on non-judicial e-stamp paper of Rs. 100/- (or appropriate value) stating that the firm is not blacklisted by any Government, Semi-Government, or Autonomous Body and all information, documents, and data submitted are true, correct and complete.	Yes
Undertaking on non-judicial e-stamp paper of Rs. 100/- (or appropriate value) stating that the bidder shall strictly comply with all applicable labour laws and statutory regulations, including payment of minimum wages as notified by the Government of Pakistan, EOBI, Social Security (SESSI) and all other related obligations.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Janitorial Staff	<p>Address: First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).</p> <p>Schedule: Within 07 days of signing of contract/issuance of Work Order Quantity: 34</p>	34	612000

Related Services :

Yes

Position	Related Services
Janitorial Staff	All materials, consumables and supplies required for janitorial services, including cleaning, disinfectants, washroom supplies and related items shall be provided by the Service Provider at its own cost on a continuous (monthly replenishment) basis.

Services Specifications

Positions Without Lots :

Position: Janitorial Staff

Specifications / Requirements:

Bid Quotation Requirements: While preparing the bid quotation, the bidder shall ensure that the quoted monthly rate per janitorial

staff is all-inclusive and shall cover all applicable taxes, duties, and statutory contributions. The quoted rate shall, inter alia, include: minimum wages as notified by the Government of Pakistan and applicable on the closing date of the tender; statutory contributions such as EOBI and SESSI in accordance with applicable laws at the prevailing rates; cost of consumables, materials, uniforms, cleaning equipment, and related supplies; administrative, operational, and logistical expenses including transportation, insurance, and supervision; a reasonable profit margin; all incidental, contingent, or ancillary costs necessary for satisfactory service delivery; and any other applicable taxes, duties, fees, or statutory levies imposed under the relevant laws in force. Any bid quoting rates below the minimum wages notified by the Government of Pakistan at the closing date of the tender, or proposing payment of wages lower than the prescribed minimum wage, shall be declared non-responsive. Likewise, any bid that does not include or reflects non-compliance with statutory obligations such as EOBI and SESSI contributions, or proposes rates insufficient to meet such legal requirements, shall also be considered non-responsive. However, prior to rejection, the Procuring Agency may, where deemed necessary, seek written clarification and/or detailed justification from the bidder regarding the quoted rates and cost components. In the event the bidder fails to satisfactorily demonstrate its capacity to perform the contract at the offered price in compliance with all applicable laws and contractual obligations, the bid shall be rejected, and the reasons for such rejection shall be recorded in writing. Submission of abnormally low or unrealistic rates, intended to distort competition or gain unfair advantage, shall render the bidder liable to disqualification in accordance with the PPRA Rules, 2004.

Deployment of Janitorial Staff: DESIRED STANDARD OF JANITORIAL STAFF:

- a) All janitorial staff shall be medically fit and of sound mind.
- b) The age of staff shall be between 18 and 60 years.
- c) All staff must wear the prescribed firm/company uniform while on duty.
- d) The use of pan, gutka, or any similar substances is strictly prohibited within the premises.
- e) All staff must be able to communicate in Urdu and/or Sindhi. Supervisors/Managers deployed at the Complex must also be able to read and write in Urdu and/or Sindhi.

Deployment and Duty Hours: The Service Provider shall deploy a total of thirty-four (34) janitorial staff at the Pakistan Audit and Accounts Complex, Karachi, for a contract period of thirty-six (36) months, comprising:

- a. Thirty-two (32) Janitors (including five (05) female staff)
- b. Two (02) Supervisors

Duty arrangements shall be as follows:

- a) Thirty-two (32) Janitors (including five (05) female staff) shall perform duties for eight (08) hours per day.
- b) Two (02) Supervisors shall also perform duties for eight (08) hours per day.
- c) Duty hours shall be in accordance with the official working days and office timings as notified by the Government of Pakistan from time to time.
- d) The Procuring Agency reserves the right to increase or decrease the number of staff as per operational requirements.

Note: All janitorial staff and supervisors shall report at least thirty (30) minutes prior to the commencement of official duty hours to ensure proper attendance, briefing, and operational readiness. This reporting time shall be deemed included in the quoted bid price, and no separate payment

or compensation shall be admissible on this account. In case of emergencies, contingencies, or extraordinary circumstances, the Service Provider shall ensure the availability of required staff beyond normal duty hours, including weekends and public holidays, without disruption of services. This obligation shall also be deemed included in the quoted bid rate.

Scope of Work

ABOUT THE PAKISTAN AUDIT & ACCOUNTS COMPLEX (PAAC) KARACHI

Pakistan Audit & Accounts Complex (PAAC), Karachi is the home of several field audit offices of the Department of Auditor General of Pakistan and the Office of the Accountant General Sindh. As the Supreme Audit Institution of the country, the Department of the Auditor General of Pakistan is mandated to add value to national resources by promoting accountability, transparency, and good governance in the management and utilization of public funds. The Accountant General Sindh is responsible for delivering quality financial services to the Government of Sindh by improving financial reporting in accordance with applicable accounting standards. The Office also performs pre-audit functions and authorizes payment of provincial government expenditures, thereby strengthening financial discipline and promoting good governance.

In addition, training, research, and publications serve as key instruments of the Supreme Audit Institution to remain aligned with emerging developments in the profession. The Department of the Auditor General of Pakistan (DAGP) also imparts professional training to officers and officials through the Pakistan Audit & Accounts Academy, Karachi, where public servants are trained in auditing, accounting, and financial management. The Audit & Accounts Complex further houses the Project to Improve Financial Reporting and Auditing (PIFRA), which is engaged in enhancing the accuracy, completeness, reliability, and timeliness of bi-annual and annual government financial reports at the national, provincial, and district levels. The project also aims to align audit practices with international best practices.

SCOPE OF WORK FOR BIDDER

The Pakistan Audit & Accounts Complex (PAAC), Karachi comprises a three-storey building, including a basement, along with an extensive surrounding compound area. The scope of work includes the provision of comprehensive janitorial and housekeeping

services for the entire premises, covering all floors, internal offices, corridors, staircases, washrooms, common areas and external surroundings within the compound boundary, in accordance with the standards and requirements specified in the tender documents.

The Complex accommodates employees from various offices, including field audit offices of the Department of the Auditor General of Pakistan, the Office of the Accountant General Sindh, and the Project to Improve Financial Reporting and Auditing (PIFRA). The current working hours of the Complex are from 08:00 a.m. to 04:00 p.m.

In addition to regular staff, a significant number of visitors attend the Complex on a daily basis. As no dedicated in-house janitorial staff are available, cleanliness and housekeeping services are outsourced to external service providers.

With the continuous movement and inflow of staff and visitors within the Complex, the requirement for janitorial services remains consistent and substantial. The Complex therefore requires an adequate and well-trained workforce of janitorial staff to ensure that high standards of cleanliness, hygiene, and sanitation are maintained on a daily basis across the entire premises.

The detailed scope of work is provided in the Draft Contract Agreement attached as an Annexure to this Bidding Document and forming an integral part thereof, and is reproduced below.

SCOPE OF WORK:

Unless otherwise directed by the Procuring Agency, the following shall constitute the scope of work:

1. Daily sweeping and mopping of all rooms, halls, corridors, entrances, walkways, staircases, and other floor areas within the Complex (excluding washrooms), comprising marble, tiles, mosaic, cemented, or laminated surfaces. Only approved detergents and disinfectants of reputable brands (e.g., Dettol, phenyl, etc.) shall be used. The use of concentrated acids or harsh chemicals is strictly prohibited to preserve the finish and surface quality. Monthly polishing of all floor areas shall be carried out using suitable approved materials.

2. Daily, and as frequently as required, cleaning of all washrooms, including floors, toilet bowls, tanks, washbasins, urinals, taps and fixtures using appropriate detergents and disinfectants. Weekly deep cleaning shall be carried out using suitable branded cleaning agents (e.g., Harpic or equivalent).
3. Daily cleaning of aluminum frames, glass panes, doors, windows, walls, and partitions using a damp cloth. Monthly cleaning shall be carried out using mild detergents or soap solutions.
4. Weekly cleaning of Formica-coated furniture and fixtures throughout the Complex, and monthly cleaning using mild detergents or soap.
5. Weekly cleaning of polished furniture and fixtures using a damp cloth, and quarterly polishing using appropriate materials approved by the Procuring Agency.
6. Weekly vacuum cleaning of carpets, sofas, chair cushions, and all fabric-based furniture. Quarterly deep cleaning/dry-cleaning shall be carried out using suitable approved chemicals.
7. Daily emptying and cleaning of all dustbins/trash cans, and weekly washing using detergents. The Service provider shall provide and replace garbage bags/bin liners daily, as required and directed by the Caretaker of the Procuring Agency.
8. Daily cleaning of all chrome, brass, and metal fixtures using a damp cloth; weekly cleaning using mild detergents; and quarterly polishing using approved materials.
9. Monthly removal of cobwebs, dust, bird nests, and similar accumulations from roofs, ceilings, corners, and other inaccessible areas.
10. Monthly cleaning of ceiling fans, pedestal fans, and exhaust fans using mild detergents.
11. Monthly cleaning of external window surfaces using appropriate glass cleaning agents.

12. All sludge, waste, and garbage collected during cleaning operations (including from drains, manholes, septic tanks, etc.) shall be disposed of at designated locations outside the Complex as directed by the Caretaker of the Procuring Agency.

13. The Service provider shall provide all necessary tools and equipment required for cleaning operations, including but not limited to brooms, buckets, brushes, dusters, dustpans, plungers, sponges, sprayers, scrubbers, wipers, mop-wringer trolleys, and vacuum cleaners. Adequate quantities of cleaning materials and consumables (e.g., disinfectants, phenyl, Dettol, naphthalene balls, hand wash, etc.) shall also be ensured.

14. Areas designated for female use, such as ladies' retiring rooms and women's washrooms, shall be cleaned only by female janitorial staff.

15. The Procuring Agency may, on rare occasions, require janitorial staff to clean official/protocol vehicles using appropriate materials. Such requirements shall be occasional and minimal.

16. The Procuring Agency reserves the right to modify, restrict, or expand any part of the scope of work, mode of operations, or use of cleaning materials through written instructions or directions issued by the Caretaker of the Procuring Agency.

17. In case of unusual accumulation of dirt, dust, water, or debris due to weather conditions (e.g., rain, dust storms, fog, etc.) or any other reason, the Procuring Agency may require additional or unscheduled cleaning, including removal of standing water. Such instances shall be occasional.

DEPLOYMENT OF JANITORIAL STAFF - MODUS OPERANDI:

1. Prior to commencement of the contract, the Service provider shall provide to the Procuring Agency complete particulars of all janitorial staff to be deployed at the Complex. Such particulars shall include, but not be limited to, age/date of birth, permanent address, copy of CNIC, police verification report, and medical fitness record. The Procuring Agency may require verification of such records from any Government or private organization, as deemed necessary.

2. Duty hours shall ordinarily be from 08:00 a.m. to 04:00 p.m., in accordance with the official working days and office timings as notified by the Government of Pakistan from time to time, which may include five (05) or six (06) working days per week depending upon Government instructions. However, timings may be altered by the First Party as per operational requirements. No leave shall be admissible during deployment except in emergencies, subject to provision of a suitable substitute of identical skill and gender by the Second Party.
3. The Procuring Agency may revise cleaning schedules for specific areas to ensure smooth functioning of office operations.
4. During duty hours, all janitorial staff shall wear proper and complete uniform along with company-issued identity cards and shall carry their CNIC.
5. All deployed staff shall be Pakistani nationals holding valid CNICs. Preferably, staff should be within the age bracket of 18 to 60 years.
6. The Service provider shall ensure that its staff has no involvement in criminal, extremist, sectarian, or politically motivated activities. All personnel must be disciplined, law-abiding, and of good character.
7. The Procuring Agency reserves the right to require removal or replacement of any staff found involved in misconduct, criminal activity, harassment, or inappropriate behavior towards Complex staff or visitors.
8. Upon receipt of any complaint, the Service provider shall promptly replace the concerned staff at its own cost without delay.
9. The Service provider shall ensure diversity in deployment of staff and avoid concentration of personnel from a single area, group, or background.
10. All janitorial staff must be able to communicate in Urdu/Sindhi. Supervisory staff must additionally be able to read and write Urdu/Sindhi.
11. All janitorial staff shall be medically fit, of sound mind, and free from contagious or chronic diseases.

12. Janitorial staff shall maintain proper personal hygiene and grooming, including neat appearance and appropriate hair and beard standards.

13. The Service provider shall provide, at its own cost, at least two (02) sets of clean uniforms annually to each staff member, including appropriate protective gear such as chemical-resistant footwear, gloves, aprons, and caps, where necessary. The Procuring Agency reserves the right to disallow any staff not maintaining proper turnout.

14. Supervisors deployed by the Service provider shall effectively supervise janitorial staff. The Procuring Agency may require replacement of any supervisor found unsuitable.

15. Janitorial staff shall not remain within the Complex beyond working hours, on weekends, or public holidays, except with prior written approval of the Procuring Agency. Any unauthorized presence shall not be permitted.

16. The Service provider shall recruit and employ competent, experienced, and trustworthy personnel. All janitorial staff shall remain employees of the Service provider, and no employer-employee relationship shall exist with the Procuring Agency. The Service provider shall maintain and produce, upon demand, all relevant employment records, including appointment letters, service cards, and biodata. The Service provider shall be solely responsible for all acts and omissions of its staff.

17. The Procuring Agency shall not be responsible for addressing personal or administrative issues of the janitorial staff. The Service provider shall ensure timely payment of wages and settlement of all staff-related matters.

18. The Service provider shall ensure regular supervision and monitoring of its staff through its supervisors/managers.

19. The Service provider shall maintain an attendance register for all deployed staff and produce the same to the Procuring Agency upon demand.

20. The Procuring Agency may require the Service provider to ensure biometric attendance of staff through devices installed at the Complex.

21. The Operational Manager of the Service provider shall visit the Office of the Procuring Agency at least once every month to review matters relating to attendance, discipline, and performance of the janitorial staff.

22. Once deployed, janitorial staff shall not be changed for a minimum period of three (03) months, except upon direction of the Procuring Agency or in case of emergency, illness, or other justified reasons, subject to provision of a suitable substitute of equivalent skill and gender.

OPERATIONAL OBLIGATION

1. All materials required for cleaning, servicing, and related works shall be provided by the Service provider at its own cost on a monthly basis.

2. The Service provider shall ensure and maintain a clean, sanitary, hygienic, and healthy environment in and around the entire Complex at all times.

3. The Procuring Agency, through its Inspection Team and/or the Caretaker of the Procuring Agency, shall monitor and verify the cleanliness and hygiene standards, particularly of washrooms, sanitary fixtures, and related areas, using appropriate inspection methods, devices, or techniques.

4. The Inspection Team and/or the Caretaker of the Procuring Agency, shall have the right to inspect all cleaning materials and consumables supplied by the Service provider at any time and to reject any substandard, expired, adulterated, or harmful items. Such items may be confiscated, and the cost thereof shall be borne by the Service provider.

5. The Service provider shall be responsible for proper storage of all cleaning materials and consumables in a neat, safe, and hygienic manner, in accordance with standard practices or manufacturer instructions. Containers shall be properly sealed to prevent leakage or emission of harmful substances.

6. The Procuring Agency shall not be responsible for any loss, theft, or damage to the materials, equipment, or stock of the Service provider while stored within the premises of the Complex.
7. The Procuring Agency shall not be liable to provide furniture, equipment, cleaning materials, toiletries, accommodation, or transportation facilities to the Service provider or its staff.
8. The Service provider shall maintain sufficient stock levels of all required materials and consumables to ensure uninterrupted service delivery.
9. The Service provider shall ensure that wages, benefits, and emoluments paid to the janitorial staff are in conformity with applicable Government policies, prevailing market practices, and minimum wage rates as notified by the Government of Pakistan from time to time.
10. Subletting or subcontracting of services, in whole or in part, shall not be permitted. However, any change in legal status of the Service provider (e.g., partnership, incorporation as a private limited company) may be allowed with prior written approval of the Procuring Agency.
11. The Service provider shall comply with all applicable laws, including labour laws and regulations, and shall maintain all required records and registers.
12. The janitorial staff deployed by the Service provider shall remain its employees, and shall have no claim, right, or entitlement to employment with the Procuring Agency under any circumstances. The Service provider shall be solely responsible for all employment-related matters and shall indemnify and hold harmless the Procuring Agency against any claims, disputes, or legal proceedings arising from such employment.
13. The Service provider and its staff shall strictly observe and comply with all fire safety, security, and administrative regulations of the Procuring Agency.

14. Any space provided by the Procuring Agency shall be used solely for storage of cleaning materials and equipment, and for no other purpose.

15. Facilities provided to the Complex staff shall not be extended to the janitorial staff under any circumstances.

16. In the event of any criminal or unlawful incident involving the staff of the Service provider, the Service provider shall fully cooperate with the Procuring Agency and law enforcement authorities in investigation and shall take appropriate disciplinary action against the concerned staff, if found guilty.

OBLIGATION OF THE SERVICE PROVIDER ON CESSATION/COMPLETION OF CONTRACT

1. The Service provider shall be responsible for all furniture, fixtures, and equipment entrusted to it from time to time and shall return the same to the First Party in good condition, subject to normal wear and tear, upon demand or upon termination/expiry of this Agreement. The Service provider shall not remove any such items from the premises of the First Party without prior written permission.

2. Upon completion or termination of this Agreement, the Service provider shall ensure immediate withdrawal of all its janitorial staff from the premises of the Complex. The Service provider shall settle all dues of its employees in accordance with applicable labour laws. Any dispute arising out of employment matters shall be the sole responsibility of the Service provider, which shall indemnify the First Party against any claims or liabilities in this regard.

3. Upon cessation or completion of this Agreement, the Service provider shall vacate and discontinue use of any space provided by the First Party within the premises of the Pakistan Audit & Accounts Complex, Karachi, and shall hand over peaceful and vacant possession to the First Party.

CONTRACT PERIOD:

The contract shall be awarded for a period of thirty-six (36) months, effective from the date of commencement of services. The agreement may be extended or renewed thereafter, subject to satisfactory performance and in accordance with the terms and conditions stipulated in the Contract Agreement.

CONTRACT AGREEMENT:

The successful bidder shall execute the attached Draft Contract Agreement on e-stamp paper of affixed with stamp duty at the applicable rate on the total contract value for the entire three-year service period, in accordance with the prevailing laws, rules, and regulations.

PAYMENT OF MONTHLY BILL

The successful bidder shall ensure payment of at least the minimum wages, as notified by the Government of Pakistan, to all its janitorial staff/workers. All such payments shall be made strictly through banking channels. Documentary evidence of these payments for each month shall be provided to the DDO Section of the Office of the Director General Audit Sindh (DGAS). The Procuring Agency reserves the right to require and verify evidence of salary payments to janitorial staff at any time during the currency of the contract, and the contractor shall be bound to provide such evidence to the satisfaction of the Procuring Agency.

Price Schedule

For Individual Positions

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

For Lots

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







General Conditions of Contract

A. General

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. "Government" means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

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

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

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

1. **Effectiveness of Contract**

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

2. Commencement of Services

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

3. Program schedule

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

4. Starting Date/Expiration Date

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

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

5. Entire Agreement

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

6. Modification

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

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

7. Force Majeure

7.1. Definition

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

7.2. No Breach of Contract

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

7.3. Extension of Time

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

7.4. Payments

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

8. Termination

8.1. By the Procuring Agency

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

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

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

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

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

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

8.2. By the Contractor

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

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

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

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

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

C. Obligations of the Contractor

1. General

1.1. Standard of Performance

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

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

1.2. Law Applicable to Services

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

2. Conflict of Interests

2.1. Contractor Not to Benefit from Commissions and Discounts

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

2.2. Contractor and Affiliates Not to be Otherwise Interested in Project

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

2.3. Prohibition of Conflicting Activities

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

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

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

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

3. Insurance to be Taken Out by the Contractor

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

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

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

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

4.1.2. changing the Program of activities; and

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

5. Reporting Obligations

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

6. Liquidated Damages

6.1. Payments of Liquidated Damages

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

6.2. Correction for Over-payment

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

6.3. Lack of performance penalty

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

7. Performance Guarantee

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

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

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

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

8. Sustainable Procurement

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

D. Contractor's Personnel

1. Description of Personnel

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

2. Removal and / or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

1. Change in the Applicable Law

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

2. Services and Facilities

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

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

F. Payments to the Contractor

1. Contract Price

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

2. Terms and Conditions of Payment

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

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

3. Quality Control Identifying Defects

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

4. Correction of Defects, and Lack of Performance Penalty

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

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

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

5. Settlement of Disputes Amicable Settlement

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

6. Dispute Settlement

6.1. Arbitration

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

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



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Definitions

The Procuring Agency is: Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).

The Supplier is:

The title of the subject procurement is: HIRING OF JANITORIAL SERVICES FOR PAKISTAN AUDIT AND ACCOUNTS COMPLEX, KARACHI GULSHAN-E-IQBAL, BLOCK-11, MAIN UNIVERSITY ROAD, KARACHI

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).

+92-333-714-7007

auditofficerpremises@gmail.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer
First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road,
Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).
+92-333-714-7007
auditofficerpremises@gmail.com

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.50% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 3.00% of the contract price in acceptable form of Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 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.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

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

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P27683**

To: **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).**

We, the undersigned, declare that:

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

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

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

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

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



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20____ between **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **HIRING OF JANITORIAL SERVICES FOR PAKISTAN AUDIT AND ACCOUNTS COMPLEX, KARACHI GULSHAN-E-IQBAL, BLOCK-11, MAIN UNIVERSITY ROAD, KARACHI (P27683)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Directorate General Audit Sindh, Karachi (AUDITOR-GENERAL OF PAKISTAN (DAGP)), Audit Officer First Floor, Pakistan Audit and Accounts Complex, Glushan-e-Iqbal Block-11, Main University Road, Gulshan-e-Iqbal Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province).**

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]



Annexure

Contract Agreement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Contract Agreement** (page number: 81)



Details of Past/Existing Janitorial Service Contracts (Experience Profile)

Instruction for Filling:

Bidders are required to provide complete and accurate details of their past and/or ongoing janitorial service contracts in the format given below. The information must include the name of the client, exact location of the building where services were provided, contact details of the focal person for verification, number of floors covered under the contract, and the contract period with clear start and end dates. The duration of each contract must be mentioned in months.

Technical Table Inputs (Vendor)

SR. NO.	NAME OF CLIENT	ADDRESS OF BUILDING WHERE JANITORIAL SERVICES ARE WERE PROVIDED	FOCAL PERSON NAME AND CONTACT NUMBER	CONTRACT PERIOD FROM

+ Add Row

Breakup of monthly quoted rate per janitorial staff (as submitted in EPADS Bid Quotation Section)

Instructions for filling the Breakup Table:

Bidders are required to submit a complete, transparent, and realistic breakup of the quoted rate per janitorial staff per month as entered in the EPADS bid quotation section. This breakup is mandatory for financial evaluation, verification of statutory compliance and assessment of the financial viability of the bid.

The bidder shall fill in the table in accordance with the instructions provided below. The total of all components from (A) to (F), along with the applicable Sindh Revenue Board (SRB) Sales Tax on Services, must match the rate quoted in the e-PADS Bid Quotation section. However, minor variations arising due to rounding off shall be acceptable. Any discrepancy between the detailed breakup and the rate quoted in the e-PADS Bid Quotation section may render the bid liable to rejection.

Bidders shall ensure that all columns are duly and accurately filled, reflecting actual cost components, statutory obligations, and operational expenses in accordance with applicable laws and minimum wage notifications.

Cost Components Guidance:

- **Minimum Wage - A:** Shall not be less than the monthly minimum wage notified by the Government of Pakistan (Federal) applicable on the closing date of the tender, per janitorial staff per month.
- **EOBI Contribution (Employer's Share) - B:** Shall be calculated per janitorial staff per month in accordance with the applicable Employees' Old-Age Benefits Institution (EOBI) rates prevailing on the closing date of the tender.
- **SESSI Contribution - C:** Shall be calculated per janitorial staff per month in accordance with the applicable Sindh Employees' Social Janitorial Institution (SESSI) rates prevailing on the closing date of the tender.

- **Average Cost of Consumables / Materials / Uniforms - D:** Comprises the average per janitorial staff per month cost of all materials, uniforms and other related supplies.
- **Average Reasonable Margin / Overheads / Profit - E:** Comprises the average per janitorial staff per month allocation for administrative overheads, transportation, supervision, insurance, management expenses, and reasonable profit margin.
- **Any other incidental or ancillary costs - F:** Comprises any additional costs per janitorial staff per month such as training, equipment, or similar expenses; If not applicable, this field may be left blank.
- **Subtotal of Components A to F:** The sum of all components from A to F shall be clearly worked out and write as a subtotal before application of SRB Sales Tax.
- **SRB (Sindh Revenue Board) Sales Tax on Services:** The applicable SRB Sales tax rate shall be applied on the sub-total (A to F) in accordance with the prevailing Sindh Revenue Board (SRB) rules and tariffs as in force on the closing date of the tender.

The sum of all components (A + B + C + D + E + F) plus SRB Sales Tax must equal the rate per Janitorial Staff per month quoted in EPADS bid quotation section. Minor variations arising due to rounding off shall, however, be acceptable.

Any bid without a clear, realistic, and properly calculated breakup, or quoting below the notified minimum wage and statutory contributions, shall be declared non-responsive. However, before rejection, the Procuring Agency may, where considered necessary, seek written clarification and/or detailed justification from the bidder regarding the offered rates and cost components. In case the bidder fails to satisfactorily demonstrate its ability to perform the contract for the offered price, the bid may be rejected, with reasons to be recorded in writing.

Note: All figures must be in Pakistani Rupees (Rs.) and rounded to the nearest whole number. Bidders are advised to use the latest notified rates for minimum wage, EOBI, and SESSI at the time of bid submission.

Financial Table Inputs (Vendor)

Type of Staff	MINIMUM WAGE AS NOTIFIED BY THE GOVERNMENT OF PAKISTAN FEDERAL PER JANITORIAL STAFF PER MONTH - A	EOBI EMPLOYER CONTRIBUTION PER JANITORIAL STAFF PER MONTH - B	SESSI CONTRIBUTION PER JANITORIAL STAFF PER MONTH - C	AVERAGE COST OF CONSUMABLE MATERIALS UNIFORMS PER JANITORIAL STAFF PER MONTH - D	AVERAGE COST OF CONSUMABLE MATERIALS UNIFORMS PER JANITORIAL STAFF PER MONTH - E
Janitorial Staff (Item/Job/Position)					







Procurement Forms





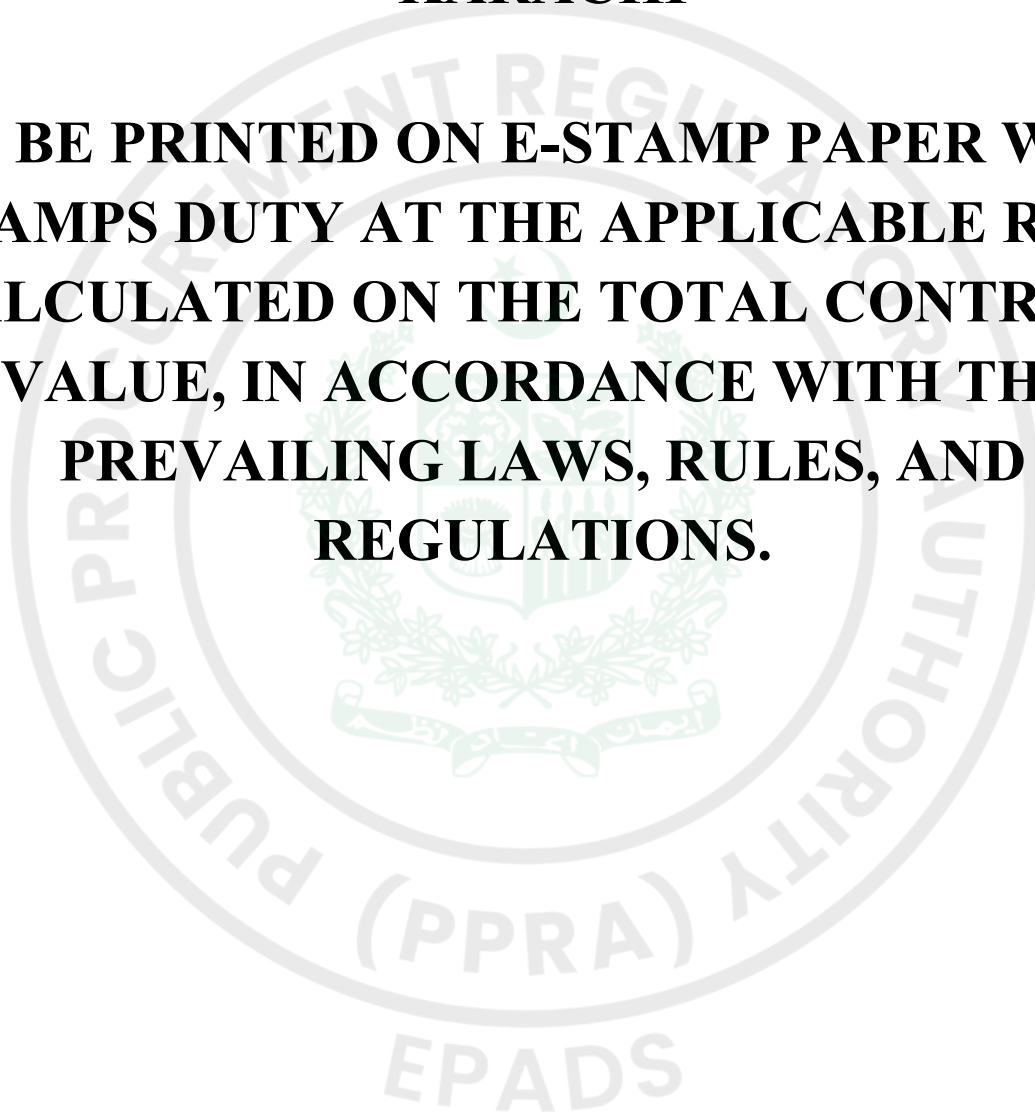


Additional Forms and Documents

CONTRACT AGREEMENT

JANITORIAL SERVICES FOR THE PAKISTAN AUDIT & ACCOUNTS COMPLEX KARACHI

**TO BE PRINTED ON E-STAMP PAPER WITH
STAMPS DUTY AT THE APPLICABLE RATE
CALCULATED ON THE TOTAL CONTRACT
VALUE, IN ACCORDANCE WITH THE
PREVAILING LAWS, RULES, AND
REGULATIONS.**



JANITORIAL CONTRACT AGREEMENT FOR THE PERIOD OF THREE YEAR

This Agreement is made and entered into at Karachi on this ___ day of _____, between the office of the Director General Audit Sindh, Karachi, acting through its authorized representative, Mr. _____ (General Premises), a Field Audit Office of the Department of the Auditor General of Pakistan, Islamabad, having its registered office at 1st Floor, Pakistan Audit & Accounts Complex, near NIPA Chowrangi, Main University Road, Karachi (hereinafter referred to as the “First Party”, which expression shall, where the context so requires, mean and include its successors, assigns, or any person/office/body duly authorized by the Department of the Auditor General of Pakistan, Islamabad for the management and operation of the Pakistan Audit & Accounts Complex, Karachi, hereinafter referred to as the “Complex”),

AND

M/s _____, through its Managing Director/Chief Executive Officer, having its office at _____, (hereinafter referred to as the “Second Party”, which expression shall mean and include its partners, successors, legal heirs, executors, and administrators).

The First Party and the Second Party shall hereinafter be collectively referred to as the “Parties” and individually as a “Party”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

- i. This form of Contract;
- ii. the Form of Bids and the Price Schedule submitted by the Bidder;
- iii. the Schedule of Requirements;
- iv. the Technical Specifications;
- v. the Special Conditions of Contract;
- vi. the General Conditions of the Contract;
- vii. the Procuring Agency’s Letter of Acceptance; and
- viii. [add here: any other documents]

WHEREAS, the First Party is desirous of engaging an independent Janitorial Service Provider to provide janitorial and cleaning services for the entire Pakistan Audit & Accounts Complex (PAAC), Karachi, for the provision of quality services at a reasonable cost, ensuring the best value for money;

WHEREAS, in pursuit of obtaining the most advantageous terms and conditions for the said services, and in compliance with the Public Procurement Regulatory Authority (PPRA) Rules, 2004, the office of the Director General Audit Sindh, Karachi conducted an open competitive bidding process through e-Pak Acquisition and Disposal System (ePADS) on _____, under the “Single Stage One Envelope” procedure prescribed under Rule 36(a) of the PPRA Rules, 2004;

WHEREAS, the bidding process was initiated through advertisement published on the PPRA website

on _____, as well as in three widely circulated daily newspapers on the same date, and upon completion of the process, the Second Party was found to have submitted the most responsive and advantageous bid, ranking first in accordance with the evaluation criteria set forth in the Tender Documents;

WHEREAS, the duly authorized Procurement Evaluation Committee has accepted the bid of the Second Party as representing the best value for money;

WHEREAS, the Tender Documents shall form an integral part of this Agreement; however, in case of any inconsistency or repugnancy between the Tender Documents and this Agreement, the provisions of this Agreement shall prevail to the extent of such inconsistency;

WHEREAS, the original executed Contract Agreement shall remain in the custody of the First Party, to which the Second Party has no objection;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, the Parties hereby enter into this Contract for Janitorial Services for the Pakistan Audit & Accounts Complex for a period of three (03) years, upon the terms and conditions set forth hereinafter, which shall be binding upon the Parties in letter and spirit.

I. GENERAL

1. DEFINITIONS

- a) **First Party:** Unless the context provides otherwise, the term “First Party” means the Office of the Director General Audit Sindh, located at 1st Floor, Audit & Accounts Complex, near NIPA Chowrangi, University Road, Karachi. It shall include the Director General Audit Sindh, Karachi, in his/her official capacity, as well as his/her assigns and successors, and any Government office/official authorized by the Department of the Auditor General of Pakistan, Islamabad to manage the affairs of the Pakistan Audit & Accounts Complex, Karachi.
- b) **Second Party:** Unless the context provides otherwise, the term “Second Party” means the janitorial company/firm/corporation to whom the contract for provision of janitorial services at the Pakistan Audit & Accounts Complex, Karachi has been awarded through a competitive bidding process conducted through ePADS, in accordance with the Public Procurement Rules, 2004.
- c) **Complex:** Unless the context provides otherwise, the term “Complex” means the Pakistan Audit & Accounts Complex, Karachi, situated on University Road near NIPA Chowrangi. It includes the building(s) within its premises as well as all open areas falling within its boundaries.
- d) **Tenderer/Bidder:** Unless the context provides otherwise, “Tenderer” or “Bidder” refers to any janitorial company/firm/corporation that participates or intends to participate in the bidding process conducted through ePADS for award of the contract for provision of janitorial services for the Complex.
- e) **Janitorial Staff:** Unless the context provides otherwise, the term “Janitorial Staff” includes all male and female janitors, supervisors, and managers deployed at the Complex by the Second Party.
- f) **Caretaker:** Unless the context otherwise requires, the term “Caretaker” shall mean a person responsible for the supervision and maintenance and shall include the Caretaker of the First Party

as well as any caretaker(s) of other offices located within the premises of the Complex, as may be designated or directed by the First Party from time to time.

- g) **Inspection Team:** Unless the context provides otherwise, the term “Inspection Team” refers to any officer(s), official(s), committee, or body, by whatever name called, appointed or authorized by the First Party for monitoring and evaluating the quality of services in accordance with the criteria, terms, and conditions laid down in this Agreement and the Tender Documents.
- h) **Complex Staff:** Unless the context provides otherwise, the term “Complex Staff” refers to all officers, employees, and consultants working in any office located within the Complex, whether on permanent, temporary, or contractual basis.
- i) **DDO:** Unless the context provides otherwise, the abbreviation “DDO” means the Drawing and Disbursing Officer of the First Party, or any officer/official authorized to act on his/her behalf.

2. DURATION OF CONTRACT

This Agreement shall come into effect from _____ and shall remain valid for a period of thirty-six (36) months, ending on _____. The Agreement may be renewed or extended thereafter for such further period as may be deemed appropriate by the First Party, subject to mutual consent of both parties and in accordance with the applicable provisions of the Public Procurement Regulatory Authority (PPRA) Rules, on the same or such other mutually agreed terms, conditions, and rates as may be incorporated through a written agreement/addendum to the Contract Agreement.

3. TERMINATION OF CONTRACT

- a) This Agreement shall automatically stand terminated upon successful completion of the contract period, unless it is extended or renewed by the First Party.
- b) In the event that the Second Party commits any serious or persistent breach of any terms and conditions of this Agreement and/or the Tender Documents, or renders unsatisfactory performance despite issuance of notice, the First Party shall have the right, without prejudice to any other rights available under this Agreement or applicable law, to terminate this Agreement forthwith without any further notice and without assigning any reason. In such case, the First Party shall also be entitled to forfeit the Performance Security and any other amounts payable to the Second Party.
- c) The First Party may also terminate this Agreement immediately upon the occurrence of any event which, in the sole and exclusive opinion of the First Party, necessitates such termination in the public interest or for administrative reasons.
- d) Either Party may terminate this Agreement by giving one (01) month’s prior written notice to the other Party, without assigning any reason during the subsistence of this Agreement.

4. AMENDMENT IN CONTRACT

No amendment, modification, or alteration to this Agreement shall be made except in extraordinary circumstances involving matters not covered under this Agreement. Any such amendment shall be made in writing and shall be duly signed by authorized representatives of both Parties. No verbal amendment shall be valid or binding under any circumstances.

5. COMMUNICATION & LANGUAGE

All documents, notices, certificates, letters, acknowledgements, and other communications under this Agreement shall be made in writing and may be prepared in English, Urdu, and/or Sindhi language. Such communications shall be deemed duly delivered to the other Party when dispatched through registered post or reputable courier service to the addresses of the Parties specified below, or to such other address as either Party may, from time to time, notify in writing to the other Party.

II. FINANCIAL MATTERS

6. RATES OF ITEM & SERVICE CHARGES

- a) The rates for janitorial services quoted by the Second Party in the tender documents shall remain firm and final. However, an escalation of up to fifteen percent (15%) on annual basis on the prevailing monthly contract cost for 34 janitorial staff may be considered, subject to satisfactory performance of the Second Party, availability of budgetary allocations, and prevailing economic conditions. Any such escalation shall be determined on the basis of variations in the Consumer Price Index (CPI) notified by the Pakistan Bureau of Statistics and/or relevant changes in inflation indicators published by the State Bank of Pakistan, Government of Pakistan, or any other recognized national or international financial institution. The escalation, if allowed, shall be subject to prior written approval of the First Party and shall, in no case, exceed the maximum ceiling of fifteen percent (15%) during any contract year. It is further clarified that wages payable to workers shall strictly comply with the minimum wage rates notified by the Government of Pakistan from time to time, and under no circumstances shall payment be made below the prescribed minimum wage.
- b) In the event of any revision in minimum wage rates by the Government of Pakistan, price adjustment shall be permissible strictly only to the extent of such revision and shall take effect only upon formal approval by the First party.
- c) In case of renewal of the contract for a further period of twelve (12) months after expiry, the First Party may consider revision of rates based on relevant increases or decreases in inflation indices published by the State Bank of Pakistan, Government of Pakistan, or other reputable national or international institutions. However, in no case shall such escalation or de-escalation exceed fifteen percent (15%) of the prevailing contract price.
- d) The Second Party or its staff shall not demand or receive any payment or remuneration from the Complex staff or visitors other than the agreed monthly service charges billed through the prescribed procedure. This includes, but is not limited to, any charges for private work, special services, auxiliary services, or expedited assistance. No tip, gratuity, or additional payment shall be demanded as a matter of right. Any violation shall result in strict disciplinary action, and the Second Party shall be required to replace the concerned staff immediately at its own cost, failing which it shall constitute a breach of contract.
- e) Subletting, subcontracting or delegation of services in any form, either wholly or partially, shall not be permitted under this Agreement.

7. PERFORMANCE SECURITY

- a) A sum equivalent to 3% of the total contract value for the three-year service period shall be furnished as Performance Security in favour of the First Party (DDO, Director General Audit

Sindh, Karachi; Account No. 2665-6, National Bank of Pakistan, University Branch, Gulshan-e-Iqbal, Karachi) within ten (10) days of acceptance of letter of intent/letter of acceptance of bid.

- b) Failure to furnish the Performance Security within the stipulated time shall render the contract voidable at the option of the First Party and the Bid Security (Earnest Money) submitted along with the tender documents/Financial Proposal shall be liable to forfeiture. The Performance Security shall be discharged and returned by the Procuring Agency not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, subject to satisfactory completion of services and fulfillment of all contractual obligations.
- c) The Bid Security, equivalent to 1% of the estimated cost, furnished by the Second Party at the time of bidding in the form of a Pay Order, Banker's Cheque, Call Deposit Receipt (CDR), or Demand Draft, shall be returned upon submission of the Performance Security, subject to the submission of a written request by the Second Party to the Drawing & Disbursing Officer (DDO) of the First Party.

8. PAYMENT OF MONTHLY BILL

- a) The First Party shall make payment to the Second Party for the janitorial services rendered on a monthly basis, subject to verification of actual attendance and performance of duties by the deployed janitorial staff, duly certified by the Caretaker of the First Party for the relevant month. The Second Party shall submit its monthly service invoice to the DDO of the First Party between the 5th and 10th day of each month for the services rendered during the preceding month.
- b) The Second Party shall ensure payment of at least the minimum wages, as notified by the Government of Pakistan, to all its janitorial staff/workers. All such payments shall be made strictly through banking channels. Documentary evidence of these payments for each month shall be provided to the DDO Section of the office of the Director General Audit Sindh (DGAS). The Procuring Agency reserves the right to require and verify evidence of minimum wage payments to janitorial staff at any time during the currency of the contract and the contractor shall be bound to provide such evidence to the satisfaction of the Procuring Agency.
- c) The monthly bill shall be accompanied by documentary evidence, including but not limited to: duly verified attendance (certified by the Caretaker of the first party), payroll records and proof of wage disbursement to the janitorial staff for the relevant month.
- d) Payment shall be made after scrutiny and verification of the bill by the concerned sections of the First Party and the office of AGPR (Sub-Office), Karachi.
- e) All applicable taxes shall be borne by the Second Party. The First Party shall deduct all applicable taxes at source in accordance with prevailing laws/rules. A tax deduction certificate or copy of the paid challan shall be provided to the Second Party within a reasonable time upon written request.

9. Payment of Taxes and Statutory Obligations

The Second Party shall be solely responsible for the payment of all applicable taxes, duties, levies, cesses, and other statutory charges, including but not limited to income tax, sales tax, statutory obligations (including EOBI, and SESSI contributions), imposed under any existing or future laws, rules, regulations, orders, or notifications issued by the Federal Government, Provincial Government, or any local authority in relation to the services provided under this Agreement. The First Party shall bear no liability whatsoever for payment of such taxes, duties, or charges, whether existing at present or arising in the future.

10. CALCULATION OF MONTHLY BILL OF JANITORIAL SERVICES

Sr. No	Type of Staff	No. of Staff	Rate Per Staff Per Month	Total (Product of Column 3 & 4)
1.	Janitors	32		
2.	Supervisors	02		
3.	Total (Addition of rows at Sr. No. 1 & 2)			
4.	Less: Penalties Imposed by the 1 st Party			
	Grand Total (Subtraction of Row 4 from Row 3)			

III. OPERATIONAL TERMS & CONDITIONS

11. DETAILS OF JANITORIAL STAFF REQUIRED

Sr. No	Type of Staff	No. of Staff	Age Range	Health Status
1.	Male Janitors	27	18 to 60	Medically fit and of sound mind.
2.	Female Janitors	5	18 to 60	Medically fit and of sound mind.
3.	Supervisors	02	18 to 60	Medically fit and of sound mind. Must be able to speak, read and write Urdu/Sindhi language.

12. Deployment of Janitorial Staff

The Second Party shall ensure the deployment of a total of thirty-four (34) janitorial staff, comprising thirty-two (32) Janitors (including five (05) female staff) and two (02) Supervisors, at the Pakistan Audit and Accounts Complex, Karachi, for a contract period of thirty-six (36) months.

13. DESIRED STANDARD OF JANITORIAL STAFF:

- All janitorial staff shall be medically fit and of sound mind.
- The age of staff shall be between 18 and 60 years.
- All staff must wear the prescribed firm/company uniform while on duty.
- The use of pan, gutka, or any similar substances is strictly prohibited within the premises.
- All staff must be able to communicate in Urdu and/or Sindhi. Supervisors/Managers deployed at the Complex must also be able to read and write in Urdu and/or Sindhi.

14. Duty Hours

- 32 Janitors (including 05 females) shall be deployed for 08 hours duty per day.
- 02 Supervisors shall be deployed for 08 hours duty per day.
- Duty hours shall be in accordance with the official working days and office timings as notified by the Government of Pakistan from time to time.
- The Procuring Agency reserves the right to increase or decrease the number of staff as per operational requirements.

Note:

All janitorial staff and supervisors shall report at least thirty (30) minutes prior to the commencement of official duty hours to ensure proper attendance, briefing, and operational

readiness. This reporting time shall be deemed included in the quoted bid price, and no separate payment or compensation shall be admissible on this account.

In case of emergencies, contingencies, or extraordinary circumstances, the Second Party shall ensure the availability of required staff beyond normal duty hours, including weekends and public holidays, without disruption of services. This obligation shall also be deemed included in the quoted bid rate.

15. SCOPE OF WORK:

Unless otherwise directed by the First Party, the following shall constitute the scope of work:

- a) Daily sweeping and mopping of all rooms, halls, corridors, entrances, walkways, staircases, and other floor areas within the Complex (excluding washrooms), comprising marble, tiles, mosaic, cemented, or laminated surfaces. Only approved detergents and disinfectants of reputable brands (e.g., Dettol, phenyl, etc.) shall be used. The use of concentrated acids or harsh chemicals is strictly prohibited to preserve the finish and surface quality. Monthly polishing of all floor areas shall be carried out using suitable approved materials.
- b) Daily, and as frequently as required, cleaning of all washrooms, including floors, toilet bowls, tanks, washbasins, urinals, taps and fixtures using appropriate detergents and disinfectants. Weekly deep cleaning shall be carried out using suitable branded cleaning agents (e.g., Harpic or equivalent).
- c) Daily cleaning of aluminum frames, glass panes, doors, windows, walls, and partitions using a damp cloth. Monthly cleaning shall be carried out using mild detergents or soap solutions.
- d) Weekly cleaning of Formica-coated furniture and fixtures throughout the Complex, and monthly cleaning using mild detergents or soap.
- e) Weekly cleaning of polished furniture and fixtures using a damp cloth, and quarterly polishing using appropriate materials approved by the First Party.
- f) Weekly vacuum cleaning of carpets, sofas, chair cushions, and all fabric-based furniture. Quarterly deep cleaning/dry-cleaning shall be carried out using suitable approved chemicals.
- g) Daily emptying and cleaning of all dustbins/trash cans, and weekly washing using detergents. The Second Party shall provide and replace garbage bags/bin liners daily, as required and directed by the Caretaker of the First Party.
- h) Daily cleaning of all chrome, brass, and metal fixtures using a damp cloth; weekly cleaning using mild detergents; and quarterly polishing using approved materials.
- i) Monthly removal of cobwebs, dust, bird nests, and similar accumulations from roofs, ceilings, corners, and other inaccessible areas.
- j) Monthly cleaning of ceiling fans, pedestal fans, and exhaust fans using mild detergents.
- k) Monthly cleaning of external window surfaces using appropriate glass cleaning agents.
- l) All sludge, waste, and garbage collected during cleaning operations (including from drains, manholes, septic tanks, etc.) shall be disposed of at designated locations outside the Complex as directed by the Caretaker of the First Party.
- m) The Second Party shall provide all necessary tools and equipment required for cleaning operations, including but not limited to brooms, buckets, brushes, dusters, dustpans, plungers, sponges, sprayers, scrubbers, wipers, mop-wringer trolleys, and vacuum cleaners. Adequate quantities of cleaning materials and consumables (e.g., disinfectants, phenyl, Dettol, naphthalene balls, hand wash, etc.) shall also be ensured.

- n) Areas designated for female use, such as ladies' retiring rooms and women's washrooms, shall be cleaned only by female janitorial staff.
- o) The First Party may, on rare occasions, require janitorial staff to clean official/protocol vehicles using appropriate materials. Such requirements shall be occasional and minimal.
- p) The First Party reserves the right to modify, restrict, or expand any part of the scope of work, mode of operations, or use of cleaning materials through written instructions or directions issued by the Caretaker of the First Party.
- q) In case of unusual accumulation of dirt, dust, water, or debris due to weather conditions (e.g., rain, dust storms, fog, etc.) or any other reason, the First Party may require additional or unscheduled cleaning, including removal of standing water. Such instances shall be occasional.

16. DEPLOYMENT OF JANITORIAL STAFF – MODUS OPERANDI:

- a) Prior to commencement of the contract, the Second Party shall provide to the First Party complete particulars of all janitorial staff to be deployed at the Complex. Such particulars shall include, but not be limited to, age/date of birth, permanent address, copy of CNIC, police verification report, and medical fitness record. The First Party may require verification of such records from any Government or private organization, as deemed necessary.
- b) Duty hours shall ordinarily be from 08:00 a.m. to 04:00 p.m., in accordance with the official working days and office timings as notified by the Government of Pakistan from time to time, which may include five (05) or six (06) working days per week depending upon Government instructions. However, timings may be altered by the First Party as per operational requirements. No leave shall be admissible during deployment except in emergencies, subject to provision of a suitable substitute of identical skill and gender by the Second Party.
- c) The First Party may revise cleaning schedules for specific areas to ensure smooth functioning of office operations.
- d) During duty hours, all janitorial staff shall wear proper and complete uniform along with company-issued identity cards and shall carry their CNIC.
- e) All deployed staff shall be Pakistani nationals holding valid CNICs. Preferably, staff should be within the age bracket of 18 to 60 years.
- f) The Second Party shall ensure that its staff has no involvement in criminal, extremist, sectarian, or politically motivated activities. All personnel must be disciplined, law-abiding, and of good character.
- g) The First Party reserves the right to require removal or replacement of any staff found involved in misconduct, criminal activity, harassment, or inappropriate behavior towards Complex staff or visitors.
- h) Upon receipt of any complaint, the Second Party shall promptly replace the concerned staff at its own cost without delay.
- i) The Second Party shall ensure diversity in deployment of staff and avoid concentration of personnel from a single area, group, or background.
- j) All janitorial staff must be able to communicate in Urdu/Sindhi. Supervisory staff must additionally be able to read and write Urdu/Sindhi.
- k) All janitorial staff shall be medically fit, of sound mind, and free from contagious or chronic diseases.
- l) Janitorial staff shall maintain proper personal hygiene and grooming, including neat appearance and appropriate hair and beard standards.

- m) The Second Party shall provide, at its own cost, at least two (02) sets of clean uniforms annually to each staff member, including appropriate protective gear such as chemical-resistant footwear, gloves, aprons, and caps, where necessary. The First Party reserves the right to disallow any staff not maintaining proper turnout.
- n) Supervisors deployed by the Second Party shall effectively supervise janitorial staff. The First Party may require replacement of any supervisor found unsuitable.
- o) Janitorial staff shall not remain within the Complex beyond working hours, on weekends, or public holidays, except with prior written approval of the First Party. Any unauthorized presence shall not be permitted.
- p) The Second Party shall recruit and employ competent, experienced, and trustworthy personnel. All janitorial staff shall remain employees of the Second Party, and no employer-employee relationship shall exist with the First Party. The Second Party shall maintain and produce, upon demand, all relevant employment records, including appointment letters, service cards, and biodata. The Second Party shall be solely responsible for all acts and omissions of its staff.
- q) The First Party shall not be responsible for addressing personal or administrative issues of the janitorial staff. The Second Party shall ensure timely payment of wages and settlement of all staff-related matters.
- r) The Second Party shall ensure regular supervision and monitoring of its staff through its supervisors/managers.
- s) The Second Party shall maintain an attendance register for all deployed staff and produce the same to the First Party upon demand.
- t) The First Party may require the Second Party to ensure biometric attendance of staff through devices installed at the Complex.
- u) The Operational Manager of the Second Party shall visit the Office of the First Party at least once every month to review matters relating to attendance, discipline, and performance of the janitorial staff.
- v) Once deployed, janitorial staff shall not be changed for a minimum period of three (03) months, except upon direction of the First Party or in case of emergency, illness, or other justified reasons, subject to provision of a suitable substitute of equivalent skill and gender.

17. OPERATIONAL OBLIGATION

- a) All materials required for cleaning, servicing, and related works shall be provided by the Second Party at its own cost on a monthly basis.
- b) The Second Party shall ensure and maintain a clean, sanitary, hygienic, and healthy environment in and around the entire Complex at all times.
- c) The First Party, through its Inspection Team and/or the Caretaker of the First Party, shall monitor and verify the cleanliness and hygiene standards, particularly of washrooms, sanitary fixtures, and related areas, using appropriate inspection methods, devices, or techniques.
- d) The Inspection Team and/or the Caretaker of the First Party, shall have the right to inspect all cleaning materials and consumables supplied by the Second Party at any time and to reject any substandard, expired, adulterated, or harmful items. Such items may be confiscated, and the cost thereof shall be borne by the Second Party.
- e) The Second Party shall be responsible for proper storage of all cleaning materials and consumables in a neat, safe, and hygienic manner, in accordance with standard practices or manufacturer instructions. Containers shall be properly sealed to prevent leakage or emission of harmful substances.

- f) The First Party shall not be responsible for any loss, theft, or damage to the materials, equipment, or stock of the Second Party while stored within the premises of the Complex.
- g) The First Party shall not be liable to provide furniture, equipment, cleaning materials, toiletries, accommodation, or transportation facilities to the Second Party or its staff.
- h) The Second Party shall maintain sufficient stock levels of all required materials and consumables to ensure uninterrupted service delivery.
- i) The Second Party shall ensure that wages, benefits, and emoluments paid to the janitorial staff are in conformity with applicable Government policies, prevailing market practices, and minimum wage rates as notified by the Government of Pakistan from time to time.
- j) Subletting or subcontracting of services, in whole or in part, shall not be permitted. However, any change in legal status of the Second Party (e.g., partnership, incorporation as a private limited company) may be allowed with prior written approval of the First Party.
- k) The Second Party shall comply with all applicable laws, including labour laws and regulations, and shall maintain all required records and registers.
- l) The janitorial staff deployed by the Second Party shall remain its employees, and shall have no claim, right, or entitlement to employment with the First Party under any circumstances. The Second Party shall be solely responsible for all employment-related matters and shall indemnify and hold harmless the First Party against any claims, disputes, or legal proceedings arising from such employment.
- m) The Second Party and its staff shall strictly observe and comply with all fire safety, security, and administrative regulations of the First Party.
- n) Any space provided by the First Party shall be used solely for storage of cleaning materials and equipment, and for no other purpose.
- o) Facilities provided to the Complex staff shall not be extended to the janitorial staff under any circumstances.
- p) In the event of any criminal or unlawful incident involving the staff of the Second Party, the Second Party shall fully cooperate with the First Party and law enforcement authorities in investigation and shall take appropriate disciplinary action against the concerned staff, if found guilty.

18. OBLIGATION OF THE SECOND PARTY ON CESSATION/COMPLETION OF CONTRACT

- a) The Second Party shall be responsible for all furniture, fixtures, and equipment entrusted to it from time to time and shall return the same to the First Party in good condition, subject to normal wear and tear, upon demand or upon termination/expiry of this Agreement. The Second Party shall not remove any such items from the premises of the First Party without prior written permission.
- b) Upon completion or termination of this Agreement, the Second Party shall ensure immediate withdrawal of all its janitorial staff from the premises of the Complex. The Second Party shall settle all dues of its employees in accordance with applicable labour laws. Any dispute arising out of employment matters shall be the sole responsibility of the Second Party, which shall indemnify the First Party against any claims or liabilities in this regard.
- c) Upon cessation or completion of this Agreement, the Second Party shall vacate and discontinue use of any space provided by the First Party within the premises of the Pakistan Audit & Accounts Complex, Karachi, and shall hand over peaceful and vacant possession to the First Party.

19. INJURY/ACCIDENT TO JANITORIAL STAFF

- a) In the event of any injury, accident, or occupational hazard involving any janitorial staff, the Second Party shall promptly comply with all statutory requirements, including reporting the incident to the relevant authorities within the prescribed time limits, and shall simultaneously inform the First Party in writing.
- b) The Second Party shall remain solely responsible for ensuring that its employees are adequately covered and indemnified under applicable laws, including but not limited to the Workmen's Compensation Act, 1923, SESSI regulations, EOBI provisions, and any other applicable statutory laws, rules, or amendments thereof.
- c) The Second Party shall bear all liabilities arising from such incidents and shall ensure that the First Party is fully indemnified against any claims, damages, or legal proceedings arising out of injury, disability, or death of its employees during the course of duty.

20. Leave Policy (in accordance with Labour Laws of Pakistan)

- a) The Second Party shall grant leave to all deployed staff strictly in accordance with applicable labour laws of Pakistan, including but not limited to provisions relating to casual leave, sick leave, and annual/earned leave;
- b) The Second Party shall ensure that leave availed by any staff member does not disrupt service delivery, and suitable replacement staff shall be provided without any additional cost to the Procuring Agency;
- c) All leave records shall be properly maintained and made available for inspection by the Procuring Agency, if required;
- d) Payment of wages during leave, where applicable under law, shall be the sole responsibility of the Second Party and shall be deemed included in the quoted bid rates;
- e) Female staff shall be entitled to maternity benefits in accordance with applicable laws, and the Second Party shall ensure compliance without any additional financial liability to the Procuring Agency.

IV. BREACH OF CONTRACT

21. MALPRACTICES

The following acts, omissions, practices, or conduct, whether deliberate or otherwise, shall constitute malpractice on the part of the Second Party and shall be deemed a breach of contract:

- a) **Poor quality of cleaning material:** Use of any cleaning material, chemical, or consumable that does not meet the required standards, or is suspected to be expired, substandard, adulterated, or hazardous to health. This includes, but is not limited to, improper storage of materials, use of unhygienic equipment (mops, brushes, etc.), or any practice that may compromise health and safety. The Inspection Team and/or the Caretaker of the First Party shall have the right to reject any such material at the cost and risk of the Second Party.
- b) **Unhygienic Atmosphere:** Failure to maintain proper cleanliness and sanitation in and around washrooms, ablution areas, corridors, halls, office spaces, windows, and surrounding premises, including non-compliance with the scope of work defined under Article 12

- c) **Poor Discipline of Janitorial Staff:** Any violation of the terms, conditions, duties, or operational requirements specified under Article 13, including indiscipline, misconduct, or failure to follow instructions of the First Party or its authorized representatives.
- d) **Repeated Violation:** Continued or repeated non-compliance with any contractual obligation despite issuance of written notices by the First Party shall constitute a material breach of contract. In such cases, the First Party shall have the right to terminate the contract and forfeit the Performance Security and any dues payable to the Second Party.
- e) **Delay or Non-Performance of Duties:** Any delay, omission, or partial/non-performance of assigned duties resulting in disruption of services or inconvenience to the Complex staff shall constitute malpractice. Repeated occurrences of such failure shall amount to breach of contract and may lead to termination under this Agreement.

22. PENALTY

Notwithstanding anything contained in any other Article, term, or condition of this Agreement or the Tender Documents, the following penalties shall be applicable for any violation of the prescribed terms and conditions.

- a) In the event of any violation of the standards, rules, terms, or conditions specified in this Agreement or the Tender Documents, a penalty equivalent to 0.5% of the monthly invoice per observation shall be imposed and deducted from the monthly bill of the Second Party. However, the cumulative penalty in any month shall not exceed ten percent (10%) of the monthly invoice amount. Accumulation of four (04) or more violations within a month shall constitute a material breach of contract and may render the contract liable to termination at the option of the First Party.
- b) In case any janitorial staff member is absent from duty without prior approval, a penalty equivalent to 3% of the individual staff member's monthly minimum wage per occurrence shall be deducted from the monthly invoice of the Second Party.
- c) All janitorial staff shall report for duty at least thirty (30) minutes prior to the official start of duty hours. Any staff member reporting late by more than thirty (30) minutes but up to three (03) hours after the start of duty shall be treated as half-day absent, and a penalty equivalent to 1.5% of the individual staff member's monthly minimum wage per occurrence shall be deducted.
- d) Any janitorial staff leaving the duty station without prior approval or leaving more than one (01) hour before the official closing time shall be treated as absent, and a penalty equivalent to 3% of the individual staff member's monthly minimum wage per occurrence shall be deducted.
- e) In case of any situation, issue or circumstance not expressly covered under this Agreement or the Tender Documents, or any operational difficulty arising during contract execution, the First Party shall have the authority to determine the appropriate course of action, including the imposition of penalty, relaxation, or waiver, as deemed necessary and in the best interest of the service delivery, subject to recording of reasons in writing.

V. MISCELLANEOUS

23. FORCE MAJEURE

- a) For the purposes of this Agreement, "Force Majeure" shall mean any event or circumstance beyond the reasonable control of the Second Party, including but not limited to war (declared or

undeclared), enemy action, hostilities, acts of God, natural disasters, epidemics, governmental restrictions, or any other unforeseen events, which render the performance of contractual obligations impossible or substantially impracticable.

- b) In the event of Force Majeure, the performance of contractual obligations shall be suspended for the duration of such event, provided that the Second Party has taken all reasonable precautions, due care, and alternative measures to continue performance, where feasible.
- c) The Second Party shall immediately notify the First Party in writing of the occurrence of any Force Majeure event, providing full particulars, supporting evidence, and the expected duration of the disruption. Failure to promptly notify may affect entitlement to relief under this clause.
- d) The time for performance of contractual obligations shall be extended for a period equal to the duration of the Force Majeure event during which performance is prevented.
- e) During the period of suspension caused by Force Majeure, payments to the Second Party shall be governed strictly in accordance with actual services rendered. No payment shall be made for services not performed; however, where partial services are rendered, payment shall be made proportionately as per contractual terms.
- f) If the Force Majeure event continues for an extended period, as determined by the First Party, and renders continuation of the contract impracticable, the First Party shall have the right to terminate the Agreement upon written notice to the Second Party, without prejudice to rights accrued prior to such termination.

24. ARBITRATION

- a) In the event of any dispute, difference, or question arising at any time between the Parties hereto, or any person claiming under them, in respect of this Agreement or its subject matter, the same shall be referred to arbitration in accordance with the Arbitration Act, 1940.
- b) The arbitration proceedings shall be conducted by an arbitrator mutually agreed upon by both Parties. In the event the Parties fail to agree on the appointment of an arbitrator, the same shall be appointed in accordance with the provisions of the Arbitration Act, 1940.
- c) In case any party initiates legal proceedings, such proceedings shall be subject to the exclusive jurisdiction of the competent courts at Karachi, including the Courts at Karachi East and/or the Hon'ble High Court of Sindh, Karachi, as the case may be.

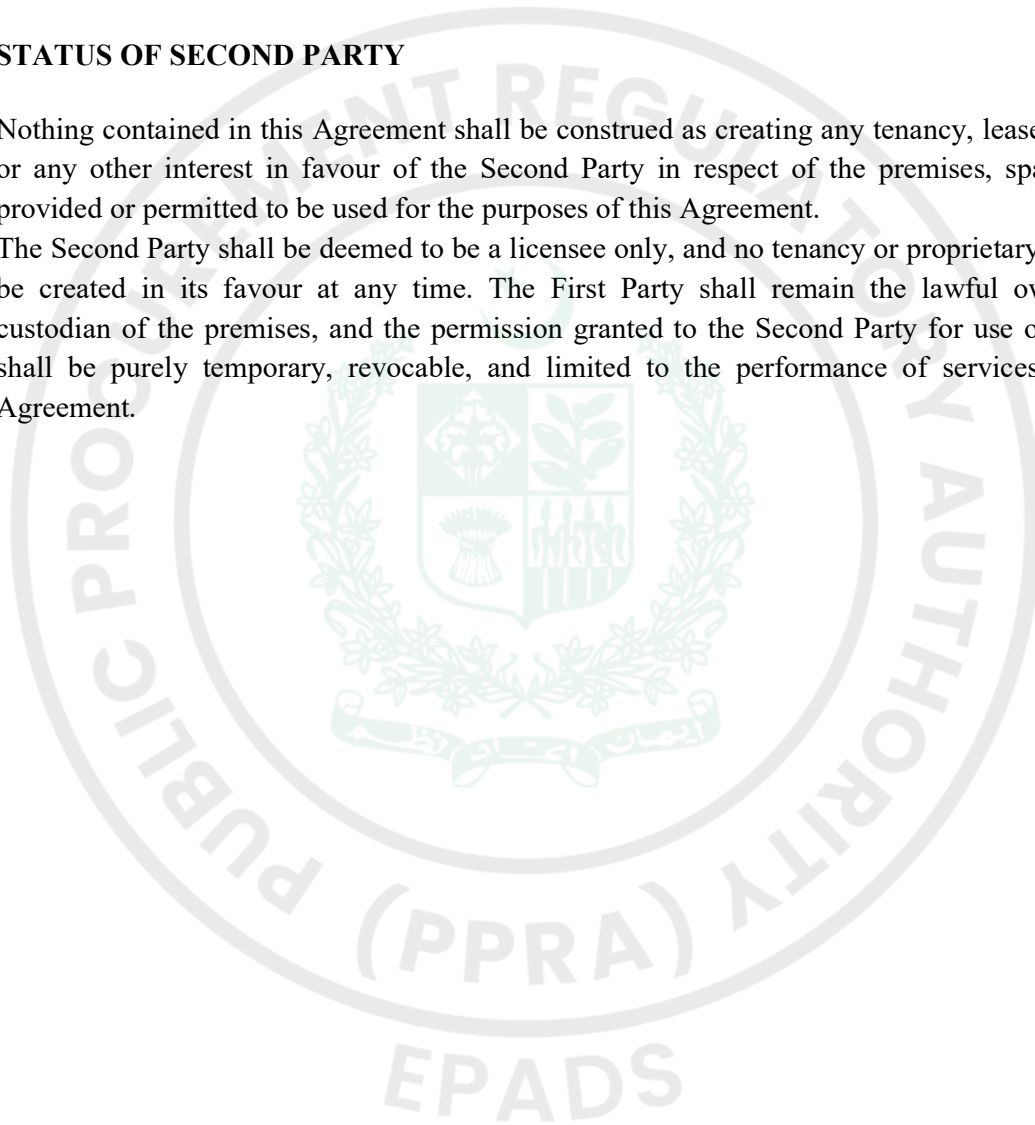
25. INDEMNIFICATION BY THE SECOND PARTY

- a) The Second Party shall be solely responsible and liable for all acts, deeds, omissions, misconduct, or negligence of its employees, servants, agents, supervisors, and other staff deployed at or in connection with the First Party's premises. The Second Party agrees to fully indemnify and keep indemnified the First Party against any loss, damage, liability, claim, or consequence arising out of such acts or omissions.
- b) The First Party shall have the right to deduct or forfeit any amount from the Performance Security and/or any payable dues of the Second Party against any liability, loss, or claim arising under this Agreement. Any remaining balance, if applicable, shall be returned to the Second Party upon completion or termination of the Agreement.
- c) In the event of any theft, damage, or loss occurring during the course of provision of services by the Second Party or its staff, the Second Party shall be fully liable to compensate the First Party for the full value of such loss or damage, as assessed by the First Party.

- d) The Second Party shall obtain and maintain, at its own cost, adequate insurance coverage including but not limited to workers' compensation insurance and public liability insurance to cover its employees against death, injury, or disability during duty, in accordance with applicable labour laws and statutory requirements.
- e) The Second Party shall also maintain public liability insurance to cover any injury to persons or damage to property arising out of negligence or acts of its staff during the performance of services under this Agreement.
- f) The Second Party shall ensure appropriate insurance coverage to safeguard against losses arising from theft, burglary, or damage due to mishandling or negligence of its staff in relation to the assets and property of the Complex.

26. STATUS OF SECOND PARTY

- a) Nothing contained in this Agreement shall be construed as creating any tenancy, leasehold rights, or any other interest in favour of the Second Party in respect of the premises, space, or area provided or permitted to be used for the purposes of this Agreement.
- b) The Second Party shall be deemed to be a licensee only, and no tenancy or proprietary rights shall be created in its favour at any time. The First Party shall remain the lawful owner and/or custodian of the premises, and the permission granted to the Second Party for use of any space shall be purely temporary, revocable, and limited to the performance of services under this Agreement.



IN WITNESS WHEREOF, the First Party and the Second Party have hereunto set their respective hands and seals on the day, month, and year first above written, signifying their acceptance and agreement to the terms and conditions contained herein.

Signatory of First Party:

Signatory of Second Party:

Signature: _____

Signature: _____

Name: _____

Name: _____

CNIC No.: _____

CNIC No.: _____

Designation: _____

Designation: _____

Stamp: _____

Stamp: _____

Witness 1:

Witness 2:

Signature: _____

Signature: _____

Name: _____

Name: _____

CNIC No.: _____

CNIC No.: _____

