Standard Bidding Document

Cleaning & Sweeping Services Contract of PQA Areas / Offices and Housing Complex
(Non-Consultancy Services)

National

Single Stage-One Envelope

July 23, 2026

Port Qasim Authority (Port Qasim Authority - PQA),Manager
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Port Qasim Authority (Port Qasim Authority - PQA)** has reserved Funds for the procurement planned for FY **2026-27**. The **Port Qasim Authority (Port Qasim Authority - PQA)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the " **Cleaning & Sweeping Services Contract of PQA Areas / Offices and Housing Complex**" with the reference of **"P69626"**

2. The **Port Qasim Authority (Port Qasim Authority - PQA)** 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** 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://epads.gov.pk/opportunities/federal/procurements/69626**.

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 **Friday, August 28, 2026 12:00 PM**. E-bids will be opened on the same day at **Friday, August 28, 2026 12:30 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. **Fraudualent & Corrupt Practices**

   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 severely 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

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency 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 Fraudaulent & Corrupt Practices
Section VIII – Material & Non-material deviation
Section IX General Conditions of Contract (GCC)
Section X Special Conditions of Contract (SCC)
Section XI Contract Forms

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

7. **Clarifications**

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

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

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

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

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

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

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

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

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or permitted.
The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

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

8. **Amendment of Bidding documents**

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

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and 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.

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

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

C. Preparation of Bids

9. Documents Constituting the Bids

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

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

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

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

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

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

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

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

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

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

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

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

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

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

12. **Form of Bid**

12.1. **The bidder shall fill the 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.**

13. **Bids Prices**

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

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

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

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

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

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

15. **Bids Currencies**

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

16. **Bid Validity Period**

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

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

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

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

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

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

17.4.1. the expiry of the Bid Security;

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

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

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

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

17.5.1. if a bidder:

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

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

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

18. **Alternative Bids by Bidders**

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

18.2. 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.

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

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

20. **Format and Signing of Bids**

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

EPADS v2.0.

20.2. Any 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

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

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

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In 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

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

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004,
The Procuring Agencyis required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids inaccordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. **Opening of Bids**

23.1. The Bid Evaluation Committee of 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.

23.2. 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.

23.3. 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**.**

23.4. 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.

24. **Confidentiality**

24.1. 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.

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

25. **Preliminary Examination of Bids**

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

25.1.1. meets the eligibility criteria defined in **BDS**;

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

25.1.3. is accompanied by the required securities; and

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

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** 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.

25.3. 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.

26. **Examination of Terms and Conditions, Technical Evaluation**

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed inthe bidding document have been met without material deviation or reservation.

26.2. 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 BDS**,** it shall reject the bids.

27. **Correction of Errors**

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

27.1.1. 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;

27.1.2. 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

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

27.1.4. 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.

27.2. 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.

28. **Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. **Evaluation of Bids**

29.1. 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.

29.2. 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.

29.3. 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.

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

29.4.1. 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;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6;**

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. 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.

29.7. 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.**

30. **Determination of Most Advantageous Bids**

30.1. 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.

31. **Abnormally Low Financial Bids**

31.1. 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 –

31.1.1. 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

31.1.2. 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.

32. **Rejection of Bids**

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

33. **Single Responsive Bid**

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

34. **Arbitration**

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

F. Award of Contract

43. **Criteria of Award**

43.1. 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 most advantageous Bid.

44. **Procuring Agency’s Right to reject All Bids**

44.1. 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).

44.2. 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.

45. **Notification of Award**

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

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

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

46. **Signing of Contract**

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

47. **Performance Guarantee**

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

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

48. **Corrupt & Fraudulent Practices**

48.1. 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

53. **Constitution of Grievance Redressal**

53.1. 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.

54. **GRC Procedure**

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. 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 Regulation on "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 Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number

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

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **Port Qasim Authority (Port Qasim Authority - PQA)**

The subject of procurement is: **Cleaning & Sweeping Services Contract of PQA Areas / Offices and Housing Complex**

Expected commencement date: **Sunday, September 20, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P69626**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Wednesday, August 19, 2026

Pre-Bid Meeting: Thursday, August 20, 2026 11:30 AM
Venue: Envirnoment and Safety Department, Administration Block 3, Port Qasim Authority.

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Port Qasim Authority (Port Qasim Authority - PQA)** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid: No

BDS Clause Number 7

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

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9

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

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

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

BDS Clause Number 13

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 14

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**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for 90+28 = 118 days.

BDS Clause Number 16

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

D. Submission of Bids

BDS Clause Number 17

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

Envirnoment and Safety Department, Administration Block 3, Port Qasim Authority., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).

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

The deadline for Bids submission is: **Friday, August 28, 2026 12:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

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

Day *:* ***Friday***

Date: ***Friday, August 28, 2026***

Time *:* ***12:30 PM***

BDS Clause Number 19

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

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **1.00%**.

The Performance Guarantee shall be acceptable in the form of: **Bank Guarantee**

21.

51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22

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

Eligibility Criteria

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

Eligibility Criteria	Document
Bidder should be registered with Sindh Sales Tax Departments.	Yes
The Contractor shall not hire & deploy the Child labour.	Yes
The Contractor shall not sublet, transfer or assign this Agreement to any party.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Technical Marks	100
Passing Marks	**60**
Similar nature Projects Completed for value	
Rs. 03 Million & above (Qualitative)(Doc Required)	3
06 Million & above (Qualitative)(Doc Required)	4
12 Million & above (Qualitative)(Doc Required)	6
24 Million & above (Qualitative)(Doc Required)	10
Similar nature Projects on going for value	
04 Million & above (Qualitative)(Doc Required)	7
PROFESSIONAL CAPABILITY OF THE COMPANY / FIRM	
02 Nos. Graduates or Equivalent (1.5 points on education & 1.5 points on experience will be given on each) (Qualitative)(Doc Required)	6
02 Nos. Intermediate or Equivalent (01 point on education & 01 point on experience will be given on each); (Qualitative)(Doc Required)	4
03 Nos. Matriculates or Equivalent (01 point on education & 01 point on experience will be given on each); (Qualitative)(Doc Required)	6

04 Nos. Supervisors Name along with CNIC numbers not older than 40 years or less than 18 years (Qualitative)(Doc Required)	4
Financial Soundness Average Working Capital for last three years audited accounts	
Minimum Working Capital Rs. 20 Million (Qualitative)(Doc Required)	10
For additional Rs.5.0 Million (Qualitative)(Doc Required)	5
Average Gross Revenue/turn over from last three years audited accounts	
Minimum Gross Revenue Rs. 10 Millio (Qualitative)(Doc Required)	10
For additional Rs.03 Million (Qualitative)(Doc Required)	5
MACHINERY / EQUIPMENT AND TOOLS	
02 x Hyd. Mech. Road Sweeper Vehicle (Qualitative)(Doc Required)	2
02 x Shovel (Qualitative)(Doc Required)	4
01 x Excavator (Qualitative)(Doc Required)	2
01 x Scrubber / Polish Machine (Qualitative)(Doc Required)	2
01 x Truck along with Suction Pump (Qualitative)(Doc Required)	2
02 x Garbage Truck (Qualitative)(Doc Required)	4
02 x Buses (55 Seaters) (Qualitative)(Doc Required)	4

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Hiring of Janitorial Services	**Address:** Envirnoment and Safety Department, Administration Block 3, Port Qasim Authority., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province). **Schedule:** 15 Days **Quantity:** 150/person	150/person	1000000 PKR

Related Services :

Yes

Position	Related Services
Hiring of Janitorial Services	Cleaning Materials,Tools, Vehicles, Waste disposal, drain/sewer cleaning, floor polishing, biometric attendance, worker transport, uniforms, cleaning chemicals, brooms, mops, scrubbers, garbage trucks, road sweepers, excavator, suction pump truck etc

Services Specifications

Positions Without Lots :

Position: Hiring of Janitorial Services

Specifications / Requirements:

Title	Description
Supervisors	12
Janitorial Workers	138

Scope of Work

The Contractor shall provide comprehensive Cleaning & Sweeping Services for all designated Port Qasim Authority offices, operational areas, roads, open spaces, housing complex, and other assigned locations. The scope of work includes deployment of the required workforce, provision of all labour, cleaning materials, consumables, tools, machinery, vehicles and equipment, and execution of daily cleaning and sweeping, garbage collection and disposal, cleaning of offices, toilets, floors, roads, pavements, windows, drains, sewerage lines and manholes, floor scrubbing and polishing, removal of waste and dead animals, and maintenance of hygienic conditions throughout the contract area. The Contractor shall also ensure timely completion of daily work, maintain the prescribed workforce, operate a biometric attendance system, comply with labour laws and EOBI/SESSI requirements, provide worker transportation, uniforms, meals, medical facilities and payroll management, and perform any additional routine services directed by Port Qasim Authority in accordance with the contract.

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 Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

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

5. **Location**

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

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

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

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

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

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

13.4. **Payments**

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

14. **Termination**

14.1. **By the Procuring Agency**

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

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

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

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

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

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

14.2. **By the Contractor**

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

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

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

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

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

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

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

16. **Conflict of Interests**

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

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**
The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

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

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

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

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

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

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

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

18.1.2. changing the Program of activities; and

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

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

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

20.3. **Lack of performance penalty**

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

21. **Performance Guarantee**

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

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

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

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

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

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

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

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

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

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

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Definitions

The Procuring Agency is: Port Qasim Authority (Port Qasim Authority - PQA), Manager Envirnoment and Safety Department, Administration Block 3, Port Qasim Authority., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).

The Supplier is:

The title of the subject procurement is:Cleaning & Sweeping Services Contract of PQA Areas / Offices and Housing Complex

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:

Port Qasim Authority (Port Qasim Authority - PQA), Manager
Envirnoment and Safety Department, Administration Block 3, Port Qasim Authority., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).
+92-300-245-1109
mahmoodzamirfarooqui@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:

Port Qasim Authority (Port Qasim Authority - PQA), Manager
Envirnoment and Safety Department, Administration Block 3, Port Qasim Authority., Bin Qasim Sub-Division, Malir (District), Karachi (Division), Sindh (Province).
+92-300-245-1109
mahmoodzamirfarooqui@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 Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

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

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.00%** to **0.00%** 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 1.00% of the contract price in acceptable form of Bank Guarantee

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause F

Payment terms:

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

Number of GC Clause F

Identifying Defects:

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

Inspections & Tests Requirements

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

For Physical Fitness having No Damages (Certificate from supplier)

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

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

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

Delivery & Documents

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

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

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer’s or Supplier’s Valid Warranty Certificate;

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

Certificate of Origin.

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

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

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

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P69626***

To: **Port Qasim Authority (Port Qasim Authority - PQA), Manager Envirnoment and Safety Department, Administration Block 3, Port Qasim Authority., Bin Qasim Sub-Division, Malir (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 **Port Qasim Authority (Port Qasim Authority - PQA), Manager Envirnonment and Safety Department, Administration Block 3, Port Qasim Authority., Bin Qasim Sub-Division, Malir (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., **Cleaning & Sweeping Services Contract of PQA Areas / Offices and Housing Complex (*P69626*)** 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 BYTHE 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 time 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: **Port Qasim Authority (Port Qasim Authority - PQA), Manager Envirnoment and Safety Department, Administration Block 3, Port Qasim Authority., Bin Qasim Sub-Division, Malir (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

Tender Cleaning & Sweeping Services Contract of PQA Areas, Offices and Housing Complex

The Tender Document is enclosed for ready reference and necessary compliance. Any clarification required with respect to the tender may be discussed during the Pre-Bid Meeting.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Tender Cleaning & Sweeping Services Contract of PQA Areas, Offices and Housing Complex** (page number: 70)

Procurement Forms

Additional Forms and Documents

PORT QASIM
Gateway To National
Prosperity

PORT QASIM AUTHORITY

BIN QASIM, KARACHI - 75020

MiNTSYAY OF MA9ITIHE AFFAIRS GOVEONHEKT Of PAKISTAN

NOTICE INVITING TENDER

1- Port Qasim Authority invites sealed bids from the financially sound contractors / firms, registered with (a) Income Tax and (b) Sindh Sales Tax Departments (Mandatory requirement) and having sufficient experience in the relevant field and enrolling suitably qualified personnel for Cleaning & Sweeping Services Contract of PQA Areas / Offices and Housing Complex.

2- Bidding documents, which are containing detailed terms and conditions, method of procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc., are available for the interested bidders, during the office hours from office of the Director Environment & Safety Department, Port Qasim Authority on submission of a pay order worth Rs. 2,000/- (Rupees Two Thousand only), non-refundable, payable to Port Qasim Authority up to 28th August 2026. Bidding document can also be down loaded from PQA / PPRA websites.

3- Bidders shall submit Bids according to Single Stage - Two Envelopes Procedure under Rule 36 (b) of Public Procurement Rules-2004. The Bid will comprise of a single package containing two separate envelopes. Each envelope shall contain separately the “Technical Proposal” / Proforma with prequalification documents and “Financial Proposal”. Bids are to be submitted with Bid Securities (Earnest Money) in the form of Pay Orders in favour of Port Qasim Authority amounting to Rs. 1,000,000/- (Rupees One Million only) issued by a Pakistani schedule Bank AA rating and located in Karachi, Pakistan along with the Technical Proposals. Tenders submitted without bid security shall be rejected. Bids must reach the office of Director (Environment & Safety), Port Qasim Authority on or before 28th August 2026 at 12:00 hours. Technical proposals shall be opened on the same day at 12:30 hours.

4- The Financial Proposals of the technically qualified Bidders shall be opened in the presence of the Bidders or their authorized representatives who may wish to attend the date, time and venue to be intimated later. The Financial Proposals of technically non-qualified bidders shall be returned unopened.

5- Port Qasim Authority reserves the right to accept or reject any or all bids as per PPRA-2004 and no claim whatsoever will be entertained in this regard. Authority’s decision in this respect shall be final and binding on all bidders.

(SHAHNAWAZ MANGRIO)

V Z
SECRETARY

BIN QASIM, KARACHI-75020, PAKISTAN. TEL: 92-21-9272111-30 FAX: 92-21-34730108 TELEX: 27611 QASIM PK,
Website: www.pqa,gov-pk. E-mail: secretarv@pqa.aov.ok

GOVERNMENT OF PAKISTAN

MINISTRY OF MARITIME AFFAIRS

PORT QASIM AUTHORITY

KARACHI - PAKISTAN

GATEWAY TO NATIONAL PROSPERITY

TENDER DOCUMENT

For

CLEANING & SWEEPING SERVICES CONTRACT FOR PQA AREAS / OFFICES & HOUSING COMPLEX 2026-28

ENVIRONMENT AND SAFETY DEPARTMENT

INVITATION TO TENDER

FORM OF TENDER BID

FORM OF TENDER

Date: 2026

To,
The Director (E&S), Port
Qasim Authority, Bin
Qasim,
Karachi.

Subject: TENDER FOR CLEANING & SWEEPING SERVICES CONTRACT OF PQA AREAS / OFFICES AND PQA HOUSING COMPLEX

1.1 Having made ourselves fully acquainted with the requirements of PQA as detailed in the Tender Documents i.e. Invitation and Instructions to Tenders, Conditions of Contract and Schedules (A,B,C,D & E) we the undersigned offer our Tender in conformity with the said Tender documents and our prices are quoted in schedules.

1.2 We agree that this offer is valid and irrevocable until 180 days from the date of opening of Tender.

1.3 We acknowledge that all the attached Tender documents are valid and binding as all have been countersigned by us.

1.4 The rates which we have given in the schedules and all information / data attached to our Tender are complete and without any concealed technical and or financial reservations or implications. All data have been duly checked and are correct in every respect. These rates are fixed and unchangeable throughout the currency of the contract.

1.5 We undertake that if our Tender is accepted we would enter into an Agreement with Port Qasim Authority within 14 (Fourteen) working days from the receipt of Letter of Intent and to commence operation within 03 (three) working days from the date of signing of Agreement. We acknowledge the draft of agreement.

1.6 We undertake that if our Tender is accepted we will furnish security deposit for the due performance of the Contract in accordance with the conditions of Contract on the date of signing of the Agreement.

1.7 Unless and until a formal Agreement is signed, this Tender and your Letter of Intent shall constitute a binding contract between PQA and ourselves.

1.8 We agree to pay all costs towards the preparation of the Agreement and the Contract documents.

1.9 We attached Rs. 1,000,000/- (Rupees One Million only) as earnest money to this Tender in the form of pay-order issued in favour of Port Qasim Authority from a Scheduled Bank of AA rating in Pakistan. The earnest money deposit will be refundable:

a) Upon execution of the Agreement and after provision by us any Performance Security in accordance with the conditions of Contract & executing agreement our Tender is accepted.

b) Upon final decision by Port Qasim Authority, if our Tender is not accepted.

1.10 A certificate attesting the signature of our authorized representative is enclosed.

1.11 We understand that you are not bound to accept the lowest or any Tender you may receive and that you will not defray any expenses incurred by us in Tendering.

1.12 We certify that this Tender has been prepared without contact or collaboration with other persons or firms who have also submitted a Tender for this work and that it is fair in every respect and does not contain any secret or fraudulent arrangement.

1.13 Dated this _________day of__________________2026.

1.14 Type of firm - Ownership, Proprietorship, Public Limited etc. Signature by owner of firm authorizing the representative to sign tender documents on his behalf along with owners CNIC, Cell No., PTCL Number & present Office address.

Signature(s)

In the capacity of____ duly authorized to sign Tender for

and on behalf of M/s.

(NAME OF THE TENDERER IN BLOCK CAPITAL)

Address:

(SEAL OF THE TENDERER)

INSTRUCTIONS TO TENDERERS / BIDDERS

1. **SUBMISSION OF TENDER:**

a) Tenderer / bidder should examine the Tender documents carefully and should obtain at their own expenses any information that may be necessary for making a Tender.

b) The Tender must be addressed to the Director (Environment & Safety), Port Qasim Authority-Bin Qasim, Karachi, placed in a cover and super scribed Tender for "Outsource of Cleaning and Sweeping Services Contract of PQA Areas / Offices and PQA Housing Complex".

c) Earnest Money should be separately enclosed in a separate envelop & highlighted as Earnest Money attach with other documents.

d) The Tender Documents must be dropped by Authorized Rep. of company in tender box placed before committee at committee room in person at 12:00 hrs on _______2026. The Tenders will be opened at 1230 hrs on same day in presence of the Tenderers or their authorized agents who wish to be present. Tenders received after the stipulated time will not be considered.

e) Incomplete and conditional Tenders shall be liable to rejection.

f) Separate envelope will be provided for the Earnest Money or otherwise the Tender will not be accepted.

g) The firm / contractor shall submit the Income Tax report for the last three (03) years. (**Mandatory**)

h) The firm / contractor shall be registered with the FBR. (**Mandatory**)

i) The firm shall submit Audited accounts report for the last three (03) years. (**Mandatory**)

2. **TENDER EARNEST MONEY (BID BOND):**

a) The Tenderers with the technical proposal are required to deposit of Rs. 1,000,000/- as Earnest Money (separate envelope) in the form of a pay order, issued by any Schedule Bank AA rating Karachi based in the name of Port Qasim Authority.

b) The Earnest Money (Bid Bond) of all unsuccessful Tenderer / bidder shall be returned after the Tender have been finally decided by the Competent Authority.

c) The Earnest Money (Bid Bond) of successful Tender shall be retained until such time that Performance Security Deposit in accordance with the *"Condition of Contract"* has been duly submitted.

d) Should any Tenderer / bidder withdraw his Tender after opening of the Tender or in case he backs out after acceptance of his Tender his Earnest Money (Bid Bond) shall be forfeited.

3. ENTERING THE QUOTATION IN THE SCHEDULES / BILL OF QUANTITY:

a) Tenderers are to exercise greatest care in entering their quotation in the Schedules / BOQ. No Bidder will be allowed to alter or modify his bid after the bids have been opened. However, PQA may seek clarifications regarding the bid.

b) Tenderers are required to quote daily rates / monthly rates in the Schedules / BOQ covering the cost of labour, material and equipment etc.

c) The quotations must be filled in figures as well as in words. Should there be any difference between the two; the Tender would be considered in words only.

d) Any over writing by the Tenderer will render the Tender liable to rejection. Corrections if any, must be made by striking out the errors and entering and signing in full the corrections in ink by the same person who has signed the Tender and stamped.

4. SIGNATURE OF THE TENDERER AND FIRM'S RUBBER STAMP:

Each paper / document /All Tenders submitted must be signed only by the Sole Proprietor / Partner or any authorized person to do so on their behalf only be allowed having such letter from company and should bear rubber stamp of the Firm / Company.

5. ACCEPTANCE OR REJECTION OF THE TENDER:

a) Tenderer will be required to conform strictly to all the terms and conditions stipulated in the Tender Documents. Tender will not be considered unless "The Tender" documents issued by Port Qasim Authority are submitted, duly signed and stamped by the Tenderer. Incomplete and conditional Tenders are liable to rejection.

b) No alteration or interpolation should be made by the Tenderers in the conditions and other stipulations of his Tender. The Tenderers should clearly understand that should they make any such alteration or interpolation then their Tenders may be rejected without assigning any reason.

c) Port Qasim Authority reserves the right to reject all Tenders without assigning any reason thereof.

6. PERFORMANCE SECURITY DEPOSIT:

a) The successful Tenderer shall deposit an amount of Rs. 2,880,000/- (Rupees Two Million, Eighty Eight Thousand only) as Performance Security for the proper and conscientious execution of the Contract, on the date of signing of Agreement in the form of Bank Guarantee in favour of Port Qasim Authority issued by a Scheduled Bank of Pakistan having minimum AA rating and located in Karachi.

b) The Performance will be held until the satisfactory completion of the Contract and will be forfeited at the discretion of PQA in case of failure to fulfill all or any of the conditions of the

Contract, irrespective of and without prejudice to any other remedy for such failure which PQA may seek under the terms and conditions of the Contract.

7. **EXECUTION OF AGREEMENT:**

a) The successful Tenderer will be required to enter into an Agreement with PQA within Fourteen (14) days from the receipt of Letter of Intent (LoI) from Port Qasim Authority. Copy of Draft Agreement enclosed.

b) In the event of the successful tenderer failing to enter into any Agreement with Port Qasim Authority within the specified period, Port Qasim Authority shall without prejudice to its right to forfeit the Earnest Money (Bid Bond) will be at liberty to reinvite Tenders at the risk as to cost and consequences of the successful Tenderer.

8. **VALIDITY OF OFFER:**

Offer must remain valid up to 180 days (extendable for another period of 180 days) from the date of opening of Tender.

Signature of Tenderer (With Seal)

GENERAL CONDITIONS OF THE CONTRACT

TERMS AND CONDITIONS FOR OUTSOURCE OF CLEANING & SWEEPING SERVICES CONTRACT FOR PQA AREAS / OFFICES AND PQA HOUSING COMPLEX

ARTICLE - 1

TERMS OF THE AGREEMENT:

This agreement shall, remain valid for TWO YEARS (02) commencing from _________________ to ______ unless sooner terminated under the provisions of this Agreement and / or elsewhere. The same is extendable by Port Qasim Authority for further period of one-year subject to satisfactory performance by the Contractor or any terms less than it at least fifteen (15) days before its expiry on same terms and conditions.

ARTICLE - 2

TERMINATION OF THE AGREEMENT:

1. Without prejudice to any other available rights / remedies, Port Qasim Authority shall have the right to terminate this Agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this Agreement by contractor.

2. The performance of services by the Contractor under this Agreement shall remain under observation during the whole period of the Agreement. In case the services are found non-satisfactory below the specified standard or non-performance due to strike of the Contractor's staff / manpower, this Contract shall be terminated by Port Qasim Authority at any time with immediate effect without giving any notice and in such events the Contractor may be BLACKISTED and declared disqualified for future pre-qualification and award of any contract by Port Qasim Authority.

3. Port Qasim Authority, shall be entitled to terminate this Agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Contractor or its employee(s) or non-performance of responsibilities and services by the Contractor under Article-7 & 8 and other provisions of this Agreement.

4. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

ARTICLE - 3

<u>PRICES</u>:

1. In consideration of services provided hereunder, Port Qasim Authority agrees to pay to the Contractor a total sum of Rs. ____________________ /- (Rupees ________________________ per month only) & Rs.___________________ /- (Rupees ________________________________ per annum only) on monthly LUMPSUM basis during the period of validity of the Agreement as quoted by **Contractor.** Payment will be released on monthly LUMPSUM

basis during the period of validity of this Agreement after making all required deductions.

2. If the quality of the services provided by the Contractor is not upon the standard acceptable to Port Qasim Authority, Port Qasim Authority may get the required services performed through other ways and means at the risk and cost of the Contractor and expenditure(s) incurred on obtaining such services shall be deducted from the amount due from Port Qasim Authority to the Contractor.

3. If the required services are not satisfactory or Contractor fails to provide the agreed services at the sole discretion of Director (Environment & Safety) or any authorized officer of E&S Department, following penalties will be imposed on him for his default in addition to all other rights and remedies available to Port Qasim Authority:

i)	For non-performance or unsatisfactory performance of Sweeping Services.	Fine upto Rs. 50,000/- will be imposed for each service and deducted from the bill of the Contractor.
ii)	For absence any of Contractor's Staff	Rs. 2,000/- per absentee / per day

ARTICLE - 4

PAYMENT:

1. Payment in respect of supply / services shall be made by the Port Qasim Authority after submission of pre-receipted and duly certified bills, which shall be strictly in conformity with the agreed supply / services.

2. The Contractor shall provide detailed supporting documents along with each bill, including but not limited to:

i) Certified bills reflecting the supplies / services delivered;
ii) EOBI certified monthly certificates confirming that the subscription / contribution for each worker has been duly deposited by the Contractor;
iii) Bank-issued statements confirming payments made to workers through respective banks;
iv) Any other documents required by PQA to verify that the agreed services have been satisfactorily provided;
v) Payments shall be released only if the supplies / services are found to be in full compliance with the agreed terms. In case any supply / service is not delivered or is found deficient, the corresponding payment shall be withheld or proportionately deducted;
vi) All payments shall be made after deduction of all applicable taxes including Income Tax and other Government levies, in accordance with the laws and rules framed by the Federal Government and adopted by PQA from time to time;

ARTICLE - 5

SECURITY DEPOSIT:

The Contractor shall deposit an amount of Rs. 2,880,000/- (Rupees Two Million Eight Hundred Eighty Thousand only) as Performance Security in shape of pay-order in favour of PQA at the time of signing of the Agreement. The said Performance Security Deposit shall be held by the Port Qasim Authority until satisfactory completion of the Contract and shall be forfeited at the discretion of the Authority in case of failure of the Contractor to fulfill all or any of the conditions of the Contract irrespective and without prejudice to any other remedies for such failure.

ARTICLE - 6

RECOVERIES:

When any amount is recoverable from the contractor under any provision of this Agreement, Port Qasim Authority shall be entitled to deduct any such amount from the pending bills of the Contractor, whether due in respect of this or any other agreement and / or from any other due amount of the contractor lying with Port Qasim Authority and the Contractor shall have no objection on deduction of the same.

ARTICLE - 7

RESPONSIBILITIES OF THE CONTRACTOR:

a) The Contractor undertakes that he will provide complete Sweeping Services in Port Qasim Authority premises described in BOQ (WORK SCHEDULE) as per instructions of the Director (Environment & Safety), Port Qasim Authority, Karachi or any other authorized representative of E&S Department. The quality and standard of services to be provided by the contractor shall be the entire satisfaction of Port Qasim Authority for providing the said complete Sweeping Services in an effective and satisfactory manner. The Contractor shall maintain a total of **150 Numbers** work force i.e. **(12 Nos. Supervisory Staff + 138 Nos. of Janitorial Workers)** on daily basis as per list enclosed Annexure-"A,B&C" work - force within the PQA premises for execution of the satisfactory Sweeping Services at all PQA contractual areas as per deployment chart or as directed by the Director (E&S) or his representative. Any deficit deployment shall be liable to penalty as per Article - 3 (i&ii).

b) All minimum required cleaning tools / material, i.e. Phenyl (Finis or Max Phenyl or equivalent), Surf (Brite or Ariel or equivalent), Tile Cleaner (Harpic or Maxx Tile Cleaner or equivalent), Drain Opener (Drano or Mr. Muscle Drain Cleaner or equivalent), Broom (Diamond or Chawla Plastic Industry Brooms or equivalent), Mop (Scotch-Brite or Golden Wing Mop or equivalent) etc., shall be provided by the contractor at his own cost and sealed containers with the original label of the manufacturer shall be kept in the storeroom / suitable space (20x20) to be provided by Port Qasim Authority before execution of the work(s), to be checked by the Officer In-charge or any other authorized representative of the Environment & Safety Department, Port Qasim Authority, carried out in Port Qasim Authority premises. The contractor is also responsible to maintain Standard for offices and attached toilets using toiletries fragrances / deodorants / perfumes to avoid bad smell.

c) The Contractor shall be sole responsible for any adverse effect on any human being, Port Qasim

Authority's property, which may occur by use of substandard material or its wrong application in any area/any action.

d) The Contractor hereby agrees and undertakes that, with a view to ensuring proper execution of all Sweeping Services under the provisions of this Agreement, the Contractor shall maintain and deploy a specified workforce consisting of efficient, honest, able, and experienced persons. These employees shall work for and on behalf of the Contractor and shall not, in any manner, be treated as employees of Port Qasim Authority. The hiring and firing of employees, as well as any disciplinary action against them, shall be subject to the concurrence and consent of Port Qasim Authority. However, Port Qasim Authority or its authorized official may, at any time, ask the Contractor to remove any employee(s) who, in its opinion, is/are undesirable. The Contractor shall immediately remove such employee(s) and provide a suitable replacement forthwith so as to maintain a sufficient workforce.

e) The Contractor hereby agrees and undertakes that he shall assign all such duties and responsibilities to his employees that may be necessary for first-rate execution of Sweeping Services. In this connection, he assures that his employees shall perform diligently the duties and responsibilities assigned to them.

f) Contractor shall be required to obtain clearance from Police Department and the Security Section of Port Qasim Authority in respect of all his employees engaged in provisioning of services within the premises of Port Qasim Authority. Unless they possess this clearance, they shall not be allowed to enter the premises of Port Qasim Authority.

g) For the purposes of Identification and Security, the Contractor shall issue proper Identity Card to all his employees who are detailed to work within the premises of Port Qasim Authority in connection with rendering of the services and the employees will display their Identity Card while on duty.

h) The Contractor accepts total responsibility for the settlement of all claims resulting from death, injury, burn or accident of any kind to his employees, office advisors, agents or any other third person acting for and on his behalf in the discharge of the Sweeping Services under this Agreement.

i) If any loss or damage is caused to Port Qasim Authority's property by any employee / officer or representative of the Contractor, such loss shall be made good by Contractor.

j) The Contractor further undertakes and agrees to indemnify and hold harmless Port Qasim Authority, its officers and agent from and against any and all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising from or out of the execution or performance of any service under this Agreement by the Contractor, his employee or his agent.

k) All the above said liabilities of the Contractor are without prejudice of its order present / future liabilities arising from this Agreement whether due to the performance and / or nonperformance of its contractual obligations or otherwise.

l) The Contractor shall provide two prescribed uniforms to each worker every year, along with two pairs of shoes (Leather & Branded) and suitable summer & winter clothing. The Contractor shall ensure that all employees are properly dressed in neat and clean uniforms at all times while on duty. A strict monitoring system shall be maintained by the Contractor to ensure compliance with this requirement.

m) If the standard provided by the Sweeping Contractor is not up to the standard acceptable to Port Qasim Authority or the Contractor's employees go on strike for any reason, then Port Qasim Authority may get the required Sweeping Services performed through other ways and means at the cost and risk of the contractor and the expenditures incurred on obtaining such services shall be deducted from amounts due from Port

Qasim Authority to the Contractor. If the services provided by the Contractor are not satisfactory at the sole discretion of Port Qasim Authority's representative then Port Qasim Authority without prejudice to the penalties mentioned in Article-3 may impose a penalty not exceeding 10% of the total monthly bill for that month. Moreover' the Port Qasim Authority shall have the option for terminating the Contract at their discretion at any time by serving a written notice of 60 days.

n) At any time during the subsistence of the contract, if Port Qasim Authority requires the contractor to undertake additional routine works, the contractor shall be obligated to perform such tasks. However, the cumulative value of such additional works shall not exceed fifteen percent (15%) of the original procurement / contract value and the same shall be treated as contract enhancement in accordance with Rule-42(c)(iv) of the Public Procurement Rules, 2004, subject to proper justification and approval by the competent authority.

o) The Contractor will ensure that all the relevant equipment(s) as well as their workers employed for the execution of the works of this Contract are available all the time at site for the purpose of inspection of the Manager (E&S) or any authorized officer appointed by the Port Qasim Authority.

p) The Contractor shall all times obey and abide by all verbal and written instructions given by the Director (Environment & Safety), Manager (E&S) or any authorized officer so deputed to supervise the work.

q) The Contractor has to comply with all laws and pay the dues of EOBI/SESSI on account of PQA contract and submit requisite certificates thereof before processing bill for payment.

r) The Contractor shall pay to each worker monthly wages not less than Rs. 37,000/- (Rupees Thirty-Seven Thousand only), in addition to Rs. 18,000/- (Rupees Eighteen Thousand only) as incentive allowance, making a total monthly payment of Rs. 55,000/- (Rupees Fifty-Five Thousand only) per worker, in accordance with the prescribed minimum wages. The Contractor shall also submit a detailed monthly payroll statement to the Port Qasim Authority for verification and record.

s) In future it will be mandatory for the contractor, shall pay the wages to the Labour / Manpower whichever increased by Govt. of Pakistan in each fiscal year. However, increase salary amount as per Govt. of Pakistan Notification shall be paid by PQA to the contractors including taxes for payment of increased salary.

t) The Contractor shall not hire & deploy the Child labour.

u) The Contractor shall be responsible for the installation and maintenance of a biometric attendance system at the locations such as Finance Division, Admin Block Building - III and PQA Housing Complex within Port Qasim Authority for marking the attendance of all workers. The Contractor shall submit both soft and hard copies of the daily attendance record to the Environment & Safety Department. In case the workers are deployed at different locations, the Contractor shall ensure the use of a mobile-based biometric system to record attendance at each site. The Contractor shall also be responsible for ensuring that the data system is properly integrated with the PQA's central biometric attendance system. No excuse shall be accepted for non-installation, malfunction, or failure of the biometric system. All workers must mark their attendance through the biometric system without exception.

v) . The Contractor shall provide proper pick & drop service to the janitorial workers from city area to PQA.

w) . The Contractor shall have nearby Emergency hospital counter any event or incident for their workers for Medical treatment. Medical facilities shall be provided by the contractor to the Cleaning & Sweeping workers / staff as per labour rules / laws.

ARTICLE - 8

SERVICES TO BE PROVIDED BY THE CONTRACTOR:

i) The whole work will have to be completed daily and within the eight (08) hours specified in Work Schedule and or as advised by the Director (Environment & Safety), or any authorized officer of Environment & Safety Department. In case of unsatisfactory work or function of the Contractor to execute the work within time schedule, a penalty shall be imposed on the Contractor as per Article-3.

ii) Shall furnish and follow a Work Schedule covering the entire PQA areas, Offices and PQA Housing Complex.

iii) Shall be liable to employee all labour, material and equipment for the purpose of carrying out the awarded work of Cleaning and Sweeping Services etc.

iv) Garbage and dead animals shall be removed daily from the area and transported and buried out of PQA area / premises.

v) Ensure daily Cleaning and Sweeping of all floor areas with broom ensuring that these are free from dust, papers and other objects which may otherwise look dirty. Thereafter cleaning of all the floors including floors of toilets with Phenyls, wet mops. Sweeping and Cleaning shall be carried out frequently as many times as necessary. While mopping, water to be used shall be mixed with perfumed Phenyl (Finis / Typhon) or Dettol or with other disinfectant and deodorant of approved brands, as directed by E&S Department's authorized official (all the office's floors shall be scrubbed / polished with machines once in every month).

vi) Keeping toilets Clean and Tidy at all times, sweeping workers will frequently use detergent on Wash Basins, Commodes and other sanitary fittings and fixtures inner and outer surface and put Naphthalene balls where required before they are exhausted.

vii) Removing waste from all wastebaskets and dumping them only at the place designated. For this purpose, all wastage, garbage and dry leaves shall be removed from all locations and put in specified places and garbage yard (Kundies) at Contractor's own cost.

viii) The washing and cleaning of floors in office rooms, corridors and other used areas shall be carried out on a daily basis, while floors of non-office areas shall be washed as and when required. The Contractor shall ensure that scrubbing and polishing machines are used for cleaning and polishing of floors on a daily basis. It shall also be ensured that these machines remain available at all times (24 hours a day, 7 days a week) within the premises of Port Qasim Authority for cleaning purposes.

ix) Sweeping of roads and pavement within the area of work to ensure a clean look and ensuring that water outlets are not blocked at any time. Washing of the roads and pavements, as and when required.

x) Regularly mopping of all offices areas and corridors and other with long open cotton mops (CHINDI). All places which are inaccessible for the long mops and washed by using appropriate tools and equipment as frequently as required so that the Cleaning Standard of all floor areas is maintained.

xi) Washing and Cleaning of Mosaic and Glazed Tiles at all locations and ensure their cleanliness at all times.

xii) All windows glasses should be clean as & when required basis with long handle wiper.

xiii) Cleaning of all windows panes and doors / dust and footstep marks on daily basis.

xiv) Disposing of all collected rubbish and all other items to the appropriate dustbins. Emptying of all dustbins as many times as necessary and keeping the dustbins in neat conditions.

xv) Roding and Clearing of material, which may result in the choking of sewerage lines.

xvi) All oily areas will be cleared by using Saw Dust mixing with Kerosene Oil and other appropriate material as and when required.

xvii) Using Liquid Soap, scrubbing brushes and Water for scrubbing the floors including the floors of Toilets.

xviii) All marble and tiled floors shall be washed properly using approved cleaning chemicals, as required or as directed by the Environment & Safety Department. The cleaning and polishing shall be carried out with the help of floor scrubbing and polishing machines, which shall remain available and operational at all times within the premises of Port Qasim Authority.

xix) Cleaning of Main holes / Sewerage Lines etc., of PQA Contractual Areas.

xx) Any other services not described herein but required for first-rate execution of Sweeping Services.

ARTICLE - 9

INDEMNITY:

The Contractor undertakes and agrees to indemnify and hold harmless Port Qasim Authority, its Officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this Agreement whether due to performance / non-performance of any services under this Agreement by the Contractor, its employees or its agent or otherwise.

ARTICLE - 10

INSOLVENCY AND BREACH OF CONTRACT:

Should the Contractor be adjudicated insolvent or made to enter into any Agreement for completion with creditors or commit any breach of this Agreement not herein specifically provided, Port Qasim Authority shall have the right to declare the agreement terminated forthwith, and in which case the contractor shall be liable to the confiscation of security deposited and pay any extra expenses which it might incur but it shall not be entitled to any gain / compensation from Port Qasim Authority.

ARTICLE - 11

SCHEDULE:

For intents and purpose, the SCHEDULES annexed herewith shall form an integral part of this Agreement and the Contractor’s seal, SHALL bound to fulfill all the terms and conditions stipulated therein. A deviation from the terms and conditions incorporated in the annexed SCHEDULES or other part of the Agreement shall deemed to be violation of this Agreement on the part of the Contractor.

ARTICLE - 12

FORCE MAJURE:

Except provided under the agreement neither party shall be liable for any failure or delay in performing their obligations due to any cause beyond its reasonable control including without Limitation to the Act of Public Enemy, War, Rebellion, Insurrection, Accident, Act of God and Act of State or of the Judiciary.

ARTICLE - 13

CORRESPONDENCE:

The Contractor shall not correspond with or approach any other authority, persons directly or indirectly whether the staff of Port Qasim Authority or otherwise except the Director General, Director (E&S), Manager (E&S) PQA, or concerned regarding any matter arising from this or any other agreement with Port Qasim Authority. The Contractor may carry on correspondence with the designated officials of the user department.

ARTICLE - 14

NOTICES:

All notices, requests and demands given to or made upon the parties shall be in writing and posted through registered mail, confirmatory telex at the addresses set forth below:

PQA	**:**	**PORT QASIM AUTHORITY** **BIN QASIM,** **KARACHI-75020.**
CONTRACTOR	**:**	**M/s.**

ARTICLE - 15

BRIBE:

Any bribe commission, gifts or advantages given promised or defrayed by or on behalf of the Contractor or his Partner, Agent or Servant or any on its behalf to any Office, Servants Representative or Agent of Port Qasim Authority, for showing or for bearing to show favour or dis-favour to any person interrelation to this or any other agreement as aforesaid shall subject the Contractor to the cancellation of this and all or any other contract and decision of DIRECTOR GENERAL concerned in his respect shall be final and binding of the Contractor.

ARTICLE - 16

NO BROKER:

It is understood and agreed that no Broker Agents have participated in bringing the parties together in the negotiation, and preparation of this Agreement and Contractor hereby warrants that price of the subject matter of this Agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fees to any person or entity whatsoever. Contractor agrees to indemnify and hold harmless Port Qasim Authority from and against all claims, demands, liabilities, damages, losses and judgments which may be suffered by, accord against, charged to are recoverable from Port Qasim Authority and which rises out of Contractor's actions or negotiations with or in respect of Brokers or Agents.

Notwithstanding anything contained herein above, in the event that any future date it is established that such commission and / or fees of any kind have been made by Contractor to any brokers or agents or persons or entitles whatsoever, such sum shall be refundable immediately to Port Qasim Authority by the briber without prejudice to any other rights or remedies of Port Qasim Authority.

ARTICLE - 17

ASSIGNMENT:

The Contractor shall not sublet, transfer or assign this Agreement to any party.

ARTICLE - 18

APPLICABLE LAW:

This agreement shall be governed by the laws of Islamic Republic of Pakistan.

ARTICLE - 19

AUTHORITY OF PERSON SIGNING CONTRACT & DOCUMENT:

Person signing this Contract or any other document forming part of this Contract on behalf of the Contractor shall be deemed to warrant that he has the authority to do so from the Contractor, and if on inquiry, it is revealed that the person so signing had no authority to do so, Port Qasim Authority may without prejudice to other legal right / remedies cancel the Contract without notice and hold signatory level for all costs and damages.

ARTICLE - 20

DISPUTE RESOLUTION:

Notwithstanding anything to the contrary contained herein or in any of the documents mentioned herein, all disputes, controversies or differences which may arise between the parties out of or in relation to or in connection with this Contract for breach of these except to any matter the decision of which is specifically provided for herein, the matter in dispute shall be referred to Director General (Administration), Port Qasim Authority under the Arbitration Act-1940, whose decision shall be final and binding on both the parties.

ARTICLE - 21

WAGES & OTHER FACILITIES:

i) . The Contractor shall pay to each worker monthly wages not less than Rs. 37,000/- (Rupees Thirty-Seven Thousand only), in addition to Rs. 18,000/- (Rupees Eighteen Thousand only) as Incentive allowance, making a total monthly payment of Rs. 55,000/- (Rupees Fifty-Five Thousand only) per worker, in accordance with the prescribed minimum wages. The Contractor shall also submit a detailed monthly payroll statement to the Port Qasim Authority for verification and record.

I have received a sum of Rs.	from Contractor M/s...
(Company name to be mentioned) on account of monthly salary in my bank account number	
RECEIVER: Signature: Name:	**CONTRACTOR:** Signature: Name:
Designation: CNIC No.	Designation: CNIC No.

ii) . In future it will be mandatory for the contractor, shall pay the wages to the Labour / Manpower whichever increased by Govt. of Pakistan in each fiscal year. However, increase salary amount as per Govt. of Pakistan Notification shall be paid by PQA to the contractor including taxes for payment of increased salary amount.

iii) . Upon increase in minimum wages / pay by Government of Pakistan beyond Rs. 37,000/- per month, the contractor will immediately increase the amount of wages of each worker and the contract price will be increased by PQA with following formula with effect from the month of payment of increased wages to workers by the contractor.

*"Increase amount in existing Wage **x** No. of Janitorial Staff"*

iv) . The Contractor shall comply with all applicable labour laws and shall ensure the timely payment of contributions to EOBI or SESSI in respect of all workers engaged under the Port Qasim Authority contract. The Contractor shall submit copies of valid EOBI or SESSI registered work-force list with the Port Qasim Authority prior to the processing of any payment bills. Furthermore, the Contractor shall ensure that a monthly certificate from EOBI, containing the names of all registered workers, is submitted to the Port Qasim Authority. The Authority shall verify and endorse that all workers are duly

registered and covered under the said scheme from time to time failing to which PQA may terminate the contract agreement.

v) . The Contractor shall provide pick & drop services to the janitorial workers from city area to PQA (avoid the transport like Trucks or Pick-up).

vi) . The contractor shall construct and maintain a Worker's Mess at own for proper hygienic cooking place. Land for this temporary arrangement will be provided by PQA (Details of Worker's Mess & designs will be provided). The payment of wages to all workers shall be made through their respective bank accounts within the first three (03) days of the commencement of each month. Under no circumstances shall the Contractor withhold or delay the payment of workers' wages or that the bill or payment from Port Qasim Authority is pending. It shall be the sole responsibility and obligation of the Contractor to ensure that salaries are disbursed to all workers within three (03) days from the start of each month, without any excuse or delay.

vii) . The Contractor shall be responsible to provide one time proper meal / lunch to all workers at his own cost. The food shall be fresh / hygienic and to be served in a proper hygienic plastic containers.

viii) . The Contractor shall comply with all applicable labour laws / rules relating to leave and other employment benefits of the workers. However, the contractor shall ensure maintenance of the required workforce strength of 150 workers at all times during the tenure if the contract.

ARTICLE - 22

<u>MISCELLANEOUS</u>:

a) This Agreement supersedes all prior agreements and understandings relating to the subject. All terms and conditions or the tender documents and the quoted rates vide attached schedules are valid to the extent they are not repugnant with the terms and conditions of this Agreement

b) Titles are inserted in this Agreement for the purpose of reference and convenience and in on way define, limit or describe the scope or intent of Agreement and / or not to deem an integral part thereof.

c) This Agreement shall not be varied, modified, altered, amended or supplemented etc., except by the mutual consent, of the parties in writing.

d) The Contractor agrees that it shall from time to time do and perform such other and further acts or things and execute and deliver any or all such other and further assignments as may be required or reasonable requested by Port Qasim Authority to establish, maintain and protect its right and remedies under this Agreement.

e) This Agreement shall be binding upon and shall incur to the benefit of both parties.

IN WITNESS WHEREOFF the parties hereunto set their hands on the days, month and the year mentioned herein above.

FOR AND ON BEHALF OF PORT QASIM AUTHORITY	**FOR AND ON BEHALF OF CONTRACTOR**
NAME:	**NAME:**
DESIG:	**DESIG:**

SCHEDULES / BILL OF QUANTITIES (A,B,C,D&E)

PQA OFFICES / AREAS
SCHEDULE / BOQ- "A"
CLEANING & SWEEPING SERVICES AT PORT QASIM AREA:

Contractor shall be liable to employ all labour, material, equipments including (Mazda Truck- 3500, & Tractor Trolley) etc., and make arrangements for the Cleaning and Sweeping Services of the roads, streets, open areas (Land) and remote corner on daily basis. However, daily Cleaning and Sweeping Services will be done in the following areas as detailed below:

S. #	PAY ITEM	DAILY RATES (Rs.)	MONTHLY RATE (Rs.)
a.	Main Security Check-Post at PQA Main Gate to roundabout at water works		
b.	Roundabout to Marginal Wharf road upto QICT.		
c.	Railway Sidings upto PQA Bridge. (40 feet both sides)		
d.	Roundabout near PQA water works to Chairman's Secretariat		
e.	Control Tower area.		
f.	Roundabout to Telephone Exchange. (Roads and its sidings)		
g.	Workshops area in front of Fire Station and E&S Department.		
h.	Road Leading to Eastern Zone from conveyer belt upto end of main office Building No. 2 (HRM)		
i.	Truck Parking area.		
j.	Road leading Marginal Wharves		
k.	Port Qasim Sewage Treatment Plant (S.T.P) at Edible Oil & Molasses area.		
l.	I.O.C.B area including causeway 3 Km.		
m.	Marginal Wharves Berths No. 01 & 02.		
n.	Main National Highway T-Juction Mor to PQA main Entry gate Security Check post.		
o.	All Roads of Edible Oil & Molasses Area upto FAP Terminal Road.		
p.	Jungle Cutting in PQA areas where required and refusal material be disposed-off from PQA limits.		
q.	T-Junction to Main Check-post measuring linear distance of 10km and upto 40ft either side of the road.		
r.	Cleaning of Nallah outside PQA Housing Complex and alongside PQA main access road and any other Nallah at PQA premises shall be maintained after every fifteen (15) days.		

S. #	PAY ITEM	DAILY RATES Rs.	MONTHLY RATE Rs.
s.	Cleaning of 10 Nos. of Soakage Pits and 02 Nos. of Cemented Pits located in PQA areas & Marginal Wharf area respectively and keeps the drain passages clear all the time.		
t.	The following machinery shall be present 24/7 in PQA for operational activities: i. Hyd. Mechanical Road Sweeper Vehicle ii. Shovel iii. Excavator iv. Tractors v. Truck along with Suction Pump Machine vi. Garbage Truck		
	Sub - Total Rs.		
	SST @ Rs. As per prevailing rates		
	Grand Total Rs.		

PQA OFFICES / AREAS
SCHEDULE / BOQ- “B”
CLEANING & SWEEPING SERVICES AT PORT QASIM AREA:

Contractor shall to employ all labour, materials and equipment for Cleaning & Sweeping Services i.e. Cleaning of Bathrooms, Cleaning of floors (all modes all means) Sweeping and Dusting of PQA Offices, Wiping of Window Panes including keeping drain lines Choke Free as detailed below:

S. #	PAY ITEM	DAILY RATES Rs.	MONTHLY RATE Rs.
a.	TOB-II including Chairman's Secretariat, DG (Finance) Offices, Secretariat Office & Legal department offices.		
b.	TOB - I (Finance Offices)		
c.	Admin Block-I		
d.	Admin Block-II		
e.	Admin Block-III		
f.	Telephone Exchange Building		
g.	Stores Department		
h.	Industrial Management Department		
i.	Main Gate (Check-post) & All Weighbridges		
j.	Security & Immigration Offices & Check-posts		
k.	Water Works area		
l.	PQA Officer's Mess		
m	E&S Department and Fire Fighting Station		
n	Cargo offices at Berth No-1&2		
o.	Tower Building Offices		
p.	Old Canteen Building		
	Sub - Total Rs.		
	SST @ Rs. As per prevailing rates		
	Grand Total Rs.		

<u>SCHEDULE / BOQ-"C"</u>
CLEANING & SWEEPING SERVICES AT PQA HOUSING COMPLEX

Contractor shall be responsible to apply all labour, material, equipment and <u>Independent Truck</u> (Mazda-3500) on daily basis to carry-out the Cleaning and Sweeping works to be undertaken at PQA Housing Complex as under:

S. #	PAY ITEM	DAILY RATES (Rs.)	MONTHLY RATE (Rs.)
a.	Carry out daily sweeping of the surrounding streets and roads of the Residential Complex, Mosques, Schools and Water Point. Excluding Gulshan-e-Benazir Township Scheme.		
b.	Dispose off the garbage from the garbage collection points on daily basis outside the limits of PQA.		
c.	Carryout regular maintenance/cleaning of the sewerage drains and keep them chock free.		
d.	Carry out house-to-house Collection of Garbage and its disposal on daily basis.		
e.	Sweeping of Staircases of all Residential Blocks.		
	Sub - Total Rs.		
	SST @ Rs. As per prevailing rates		
	Grand Total Rs.		

PQA OFFICES / AREAS
SCHEDULE / BOQ-“D”
EXTRA ORDINARY / SEASONAL ITEM OF WORK

Contractor shall be responsible to apply all labour, material and equipment to carry out the following extra-ordinary / occasional items of work on routine basis which are at the following conditions:

S. No.	PAY ITEM	RATE PER DAY
i.	Labour Charges including Colouring for all trees from T- Junction to Chairman's Secretariat with Red & White Oil Paints, after every three (03) months.	
	GRAND TOTAL	

MANDATORY INFORMATION TO BE FURNISHED BY THE BIDDER

The bidder should collect all information of all sites of his work at his own and it shall be presumed that he is fully informed & well equipped with full information on each & every aspect at later stage. No such claim of contractor shall not be accepted that he was not given knowledge or provided information.

Annex-"A"

DEPLOYMENT CHART

Following information are required to be furnished by the Bidder, as per BOQ - "A":

S. #	LOCATION	DEPLOYMENT OF MINIMUM MANPOWER	
		SUPERVISORY STAFF	CLEANING WORKER(S)
a.	Main Security Check-post to roundabout.		
b.	Roundabout to Marginal Wharf road upto QICT.		
c.	Railway Sidings.		
d.	Roundabout to Chairman's Secretariat.		
e.	Control Tower area.		
f.	Roundabout to Telephone Exchange.		
g.	Workshops area in front of Fire Station and E&S Department.		
h.	Road Leading to Eastern Zone from conveyer belt upto end of main office Building No. 2 (HRM)		
i.	Truck Parking area.		
j.	Road leading to Marginal Wharves		
k.	Port Qasim Sewage Treatment Plant (S.T.P) at Edible Oil & Molasses area.		
l.	I.O.C.B area including causeway 3 Km.		
m.	Main National Highway T-Juction Roundabout to PQA main Entry Gate Security Check-Post.		
n.	All roads of Edible Oil & Molasses Area.		

Annex-“B”

ENGAGEMENT OF MANPOWER

Following information are required to be furnished by the Bidder, as per BOQ - "B”:

S. #	LOCATION	DEPLOYMENT OF MINIMUM MANPOWER	
		SUPERVISORY STAFF	CLEANING WORKER(S)
a.	TOB-II including Chairman’s Secretariat, DG (Finance) offices, Secretary Room & Legal department rooms.		
b.	TOB - I (All Rooms)		
c.	Admin Block-I (All Rooms)		
d.	Admin Block-II (All Rooms)		
e.	Admin Block-III (All Rooms)		
f.	Telephone Exchange Building (All Rooms)		
g.	Stores Department (All Rooms)		
h.	Industrial Management Department (All Rooms)		
i.	Main Check-post / Weighbridges (All Rooms)		
j.	Security & Immigration Check-posts (All Rooms)		
k.	Water Works area.		
l.	PQA Officer’s Mess.		
m.	E&S Department and Fire Fighting Station		
n.	M/W Berth # 1&2 Cargo Department offices.		
o.	IOCB Area		
P.	Tower Building Offices		
q.	Old Canteen Building		

Annex-"C"

ENGAGEMENT OF MANPOWER

Following information are required to be furnished by the Bidder, as per **BOQ-"C"**:

S. #	LOCATION	DEPLOYMENT OF MINIMUM MANPOWER	
		SUPERVISORY STAFF	CLEANING WORKER(s)
a.	Carry out daily sweeping of the surrounding streets and roads of the Residential Complex / Flats, Mosques, Schools and Water Point.		
b.	Dispose off the garbage from the garbage collection points twice a week i.e. on every Monday and on every Thursday, outside the limits of PQA to designated waste material site of Sindh Govt. & such return slip to deposit to PQA.		
c.	Carryout regular maintenance / cleaning of the sewerage drains and keep them choke-free.		
d.	Carry out house-to-house Collection of Garbage and its disposal through bags on daily basis. All PQA residential complex / flats building only.		
e.	Sweeping of Staircases, all four side of building of all Residential Blocks on daily basis.		
f.	To arrange bags for residents to put their daily garbage into & keep it on side their flat for collection by company Rep. on daily basis.		

ENGAGEMENT OF EQUIPMENT

Following information are required to be furnished by the Bidder:

S.#	NAME OF EQUIPMENT	MAKE/MODEL SIZE / CAPACITY	OWNED	HIRED
i.	Hydraulic Mechanical Road Sweeper Vehicle			
ii.	Shovel			
iii.	Excavator			
iv.	Truck along with Suction Pump Machine			
v.	Garbage Truck			
vi.	Buses (55 Seaters)			
vii.	Scrubber / Polish Machines			

LIST OF INCHARGE & SUPERVISORS TO BE DEPUTED AT PQA SITES

S.#	NAME OF PERSON	POSITION	ASSIGNMENT / RESPONSIBILITY AT PQA SITE	CONTACT No. / ADDRESS
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

EVALUATION CRITERIA FOR FIRMS / CONTRACTORS FOR JANITORIAL / CLEANING AND SWEEPING SERVICES FOR PQA AREAS / OFFICES & PQA HOUSING COMPLEX

A. MANDATORY REQUIREMENTS (with supporting updated documents)

1. Proof of Registration in Income Tax and Sindh Revenue Board (SRB) / Sales Tax Departments;
2. Proof as Active Tax Payer List (ATL);
3. Proof of registration with EOBI / SESSI;

Note: *(Non-provision of any one of above shall dis-qualifv the firm at initial stage).*

B. EVALUATION CRITERIA

S. #	REQUIREMENT (Supported by Documentary proof)	MAX. POINTS POINTS OBTAINED
1.	**EXPERIENCE OF THE FIRM IN THE RELEVANT FIELD:**	
1.1	**Similar nature Projects Completed for value of (23 Points;)** i. Rs. 03 Million & above .... 03 pts ii. Rs. 06 Million & above .... 04 pts iii. Rs. 12 Million & above .... 06 pts iv. Rs. 24 Million & above .... 10 pts	
1.2	**Similar nature Projects on going for value of (07 Points;)** i. Rs. 04 Million & above .... 07 pts	30

NOTE:

Copies of work orders & completion certificates issued to the firms are to be provided & can be verified from original & issuing company, if required.

2. PROFESSIONAL CAPABILITY OF THE COMPANY / FIRM:

2.1 The firm must have regular and qualified employees on its payroll. (Max: **20 pts;**)

2.2 **The firm must meet the following qualification requirements:**

a.	**02 Nos. Graduates or Equivalent** (1.5 points on education & 1.5 points on experience will be given on each);	(**06 pt;**)
b.	**02 Nos. Intermediate or Equivalent** (01 point on education & 01 point on experience will be given on each);	(**04 pt;**)
c.	**03 Nos. Matriculates or Equivalent** (01 point on education & 01 point on experience will be given on each);	(**06 pt;**)
d.	**04 Nos. Supervisors** Name along with CNIC numbers not older than 40 years or less than 18 years;	(0**4 pt;**)

NOTE:

Complete CV duly signed by concerned person & verified by company should be provided in original.

S. #	REQUIREMENT (Supported by Documentary proof)	MAX. POINTS	POINTS OBTAINED
3.	**MACHINERY / EQUIPMENT AND TOOLS:** **i. 02 x Hyd. Mech. Road Sweeper Vehicle — 01 pt each = 02 Pts;** **ii. 02 x Shovel — 02 pts each = 04 pts;** **iii. 01 x Excavator — 02 pts = 02 pts;** **iv. 01 x Scrubber / Polish Machine — 02 Pts = 02 pts;** **v. 01 x Truck along with Suction Pump — 02 pts = 02 pts;** **vi. 02 x Garbage Truck — 02 pts each = 04 pts;** **vii. 02 x Buses (55 Seaters) — 02 pts each = 04 pts** **Note: (Model, Make Year & Number registered mandatorily be provided)** > It should not be older than three years. > The equipment / machinery / busses / trucks etc., owned may be given maximum scoring while that hired shall be given 50%. > Ownership / hiring should be in name of company. Committee may inspect all items, if required.	20	
4. 4.1 4.2	**Financial Soundness** Average Working Capital for last three years audited accounts .... (**15 points**) a. Minimum Working Capital Rs. 20 Million .... (10 points) b. For additional Rs.5.0 Million .... (05 points) Average Gross Revenue/turn over from last three years audited accounts .... (**15 points**) a. Minimum Gross Revenue Rs. 10 Million .... (10 points) b. For additional Rs.03 Million .... (05 points) **Note:** **Last three years audited accounts by a Chartered Accountant firm must be mandatorily provided.**	30	
	TOTAL	**100**	

NOTE:

- ✓ The minimum points to qualify are 60% overall and 60% in each section.
- ✓ All documents should be original, no photocopy accepted only in exceptional cases but during evaluation original can be required.
- ✓ Each page of the tender should be signed & stamped otherwise not accepted.