

EMPLOYEES' OLD-AGE BENEFITS INSTITUTION
(EOBI)



EOBI

TENDER DOCUMENT

PROVISION OF JANITORIA/ CLEANING SERVICES AND
WORKS

at

EOBI Head Office Building IN KARACHI

SINGLE STAGE – ONE ENVELOPE (Least Cost)

Tender Enquiry No:

12 January 2025

Director (GAD)

EOBI Head Office, EOBI House,
190/1/B, Block-2, PECHS
Telephone No. 021-99225397

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SECTION -1
1.0 Invitation Letter, Form of Bid
and
Annexure to the Form of Bid

EMPLOYEES' OLD-AGE BENEFITS INSTITUTION

INVITATION LETTER

Procurement of Janitorial Services at EOBI, Head Office, Karachi.

1. The Employees' Old-Age Benefits Institution (EOBI) intends to hire the services of a reputed contractor for Provision of Cleaning / Janitorial Services & Plantation Works at EOBI Head Office Building in Karachi from the eligible bidders **who are registered with PPRA for E-Procurement on "e-Pak Acquisition and Disposal system (e-PADS)"**, having Income & Sales Tax registration and are on Active Taxpayers List (ATL) of FBR & SRB.
2. For using the e-PADS, unregistered bidders may first register on website <https://eprocure.gov.pk/#/supplier/registration>; in case of any technical difficulty in registration or using e-PADS, the prospective bidders may contract PPRA's technical team.
3. **Single Stage One Envelop Bidding Procedure** Method of Procurement will be used by adopting **Least Cost Based Selection (LCBS) procedure**, in line with the Public Procurement Rules, 2004.
4. The complete set of bidding documents containing complete information and detailed terms & conditions are available on the websites of EOBI (www.eobi.gov.pk) and e-PADS (www.eprocure.gov.pk) and can be downloaded free of cost. Interested eligible bidders may obtain further information from, **EMPLOYEES' OLD AGE BENEFITS INSTITUTION, EOBI House 190/1/B, BLOCK II, PECHS, NURSERY, KARCHI**, Tel 021- 99225397, during office hours.
5. All e-bids must be submitted through e-PADS. Manual submission of bid will **NOT** be accepted/entertained. The bids must be supported by Bid security of **Rs. 400,000/-** in the shape of pay order/demand draft/call deposit/banker's cheque, which must reach to the Director (GAD), EOBI, EOBI House 190/1/B, BLOCK II, PECHS, NURSERY, KARCHI on/or before **1100 hours** by **30^h January , 2025**. E-bids will be opened on the same date at **1130 hours** on www.eprocure.gov.pk
6. In case opening date(s) is declared as a Public Holiday by the Government, the next working date shall be deemed to be the date for submission and opening of tender(s) at the same time and place. EOBI may reject all bids at any time prior to the acceptance of a bid by invoking rule 33 of Public Procurement Rule (PPR), 2004.

Director (General Administration Department)

EOBI Head Office, 190/B/1, P.E.C.H.S Block #2,
Near Blue Ribbon Bakery, Off Shara-e-Faisal, Karachi, Tel No: 012-99225397
Email. director.gad@eobi.gov.pk

1.0.....
FORM OF BID

To
The Director (GAD),
Employees' Old-Age Benefits Institution (EOBI,
EOBI House, 190/1/B, Block-2, PECHS, Karachi

Subject: Provision of Cleaning / Janitorial Services & Plantation Works at EOBI Head Office Building situated in Karachi

Dear Sir,

- 1.1 Having examined the Bid Documents, conditions at Site and addenda for the subject Services/Works, I/we, the undersigned offer to undertake the said Services/Works, in accordance with this Tender Documents and said addenda, and execute & complete in all respects in accordance with the Conditions of the Contract as far as applicable for the rates & sum filled in Section-6 "Financial Bid" of Tender Documents or such other sum as may be ascertained in accordance with these Tender Documents and said addenda.
- 1.2 I/we undertake, if our Tender is accepted:
- a. To commence the Services within the period mentioned in the Annexure-'I' to the Form of Tender and in Special Conditions of Contract.
 - b. To perform the Services in competent manner meeting the highest professional standards and to the entire satisfaction of the Employer, whose decision in this respect will be accepted.
 - c. To carry out such addition, deletion and / or amendment of the Services as may from time to time be determined and ordered in writing by the Employer in accordance with the Contract.
 - d. To arrange and supervise adequate and competent staff (but not contrary to the staff specified in the Contract) together with the machinery/equipment/tools and/or supplies necessary to perform the Services/Works properly to perform the Services properly, and in Contract Period as specified in Annexure-'I' to the Form of Tender and in Special Conditions of Contract.
 - e. To sign the Contract Agreement within the period mentioned in the Annexure-'I' to the Form of Tender and in Special Conditions of Contract. We agree to pay all costs towards the preparation of the Contract including but not limited to the stamp duty as required under Stamp Act 1899 and any further amendment thereafter. Unless and until a form of agreement is prepared and executed, this Bid (the Bid Documents) together with Employer's written intent of acceptance thereof shall constitute a binding Contract between us and shall be deemed for all purposes to be the Contract.
 - f. To provide specified Performance Guarantee(s) (to be approved by Employer) within the period mentioned in the Annexure-'I' to the Form of Bid and in Special Conditions of Contract, to be jointly and severally bound with me/us in the sum named in the Annexure-'I' to the Form of Tender and in Special Conditions of Contract for the due performance of the Contract, in the manner specified in

General Conditions of Contract, with such modifications as you may accept at any time before the expiration of that period.

- 1.3 I/we agree to abide by this Bid for the period of mentioned in the Annexure-'I' to the Form of Bid and in Special Conditions of Contract (validity period of the Tender) from the date of opening of the tenders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 1.4 The Bid Security has been attached as per details given in the Annexure-'I' to the Form of Bid, the full value of which is to be absolutely forfeited by Employer, without prejudice to any other rights and remedies which you may have, should I/we fail to commence the Services or execute the performance guarantee(s), within the periods specified above, otherwise the said sum of Bid Security shall be repaid by Employer when the formal agreement and performance guarantee has been duly entered into and executed by us on acceptance of our Tender or in any other case in a period and manner as specified in 'Instructions to Bidders' and General Conditions of the Contract.
- 1.5 I/we understand that you (Employer) are not bound to accept any tender you may receive, and that you will not defray any expenses, incurred by us in bidding. I/we understand that certain information applicable to the Contract which is the subject of this Bid is set forth for ease of reference in the Annexure-'I' to the Form of Tender.
- 1.6 I/we hereby confirm that we have examined the Tender Documents, have inspected the Site and have obtained all the information which may affect this Bid. I/we accept that no claim will be admitted by you which may arise from our pleading ignorance of the nature of Services/Works.

Dated this _____ day of _____ 2024.

Name and Signature with Seal _____

in the capacity of (DESIGNATION) _____

duly authorized to sign tenders for and on behalf of (ORGANIZATION) _____

(Full address including Telephone/fax no.) _____

Witness _____ CNIC # _____

Address _____

ANNEXURE
TO FORM OF BID

ANNEXURE-'I' TO THE FORM OF BID

- a. Title of Work Provision of Cleaning / Janitorial Services & Plantation Works at EOBI Head Office Building at Karachi
- b. Signing of Contract Agreement Within 21 days after Acceptance of LOA or the date mentioned in Letter of Intent/Award/Acceptance (As given in Special Conditions of the Contract.)
- c. Validity period of Bid: 90 Days from the date of opening of Bid.
- d. Commencement: The date mentioned in Letter of Intent / Award / or Letter to Proceed/Commence with the Services.
(As per detail given in and Special Conditions of the Contract.)
- e. Contract Time Period : 02 (Two) Year / 24 months
(As per detail given in Special Conditions of the Contract.)
Extendable for additional period as per Employer's requirement and depending on performance of services, in line with PPRA rules..
- f. Performance Guarantee required from successful Bidder: 5% (Five percent) unconditional & irrevocable Bank Guarantee to be furnished within 21 days after acceptance of LOA. (As per detail given in Special Conditions of the Contract.)
- g. Liquidated Damages: (As per detail given in Special Conditions of the Contract.)
- h. Penalty/Deductions: (As per detail given in Special Conditions of Contract General Conditions of the Contract.)
- i. Bid price: (As per "Financial proposal" Section-6 of Bid of Documents.)
- j. Amount of Bid Security: Fixed amount of **Rs. 400,000/-** in shape of pay order/demand draft/ call deposit/banker's cheque, in favor of "Employees' Old-Age Benefits Institution (EOBI)
- k. Employer Employees' Old Age Benefits Institution
- l. Employer Representative A duly authorized person appointed by the Institution of Employer or as specified in Special Conditions of Contract to act on behalf of the Employer in all matters arising out of the contract."

(Employees or Staff deployed by the Contractor for the purpose of
- m. Employees' Contractor of carrying out Services/Works specified in the Contract.

SECTION – 2
INSTRUCTIONS TO BIDDERS

2.0 INSTRUCTIONS TO BIDDERS

2.1 General

Employees' Old-Age Benefits Institution (EOBI), intends to carryout procurement of the Services as advised through relevant invitation / envisaged in present Bid Documents.

2.2 Bid Documents

Each Bidder shall receive one set of Bid Documents. The Bid Documents comprise of the following:

1. Form of Bid (inclusive of Annexure(s)).
2. Instructions to Bidders
3. Scope of Service
4. Special Conditions of Contract
5. General Conditions of Contract
6. Form of Financial Bid.
7. Appendices (i.e. specimens of Performance Guarantee, Indemnity Bond, Declaration of no Blacklisting And Litigation)

The Bidder should carefully examine all the parts of the Bid Documents. The Bidder, irrespective of submitting the Bid or not, shall treat the details of the Bid Documents as strictly confidential. The Bid shall be submitted in accordance with the Terms & Conditions stipulated in the Bid Documents. The Employer does not guarantee the accuracy of the Bid Documents or any part of them or any statement made, or information given therein, or of any other information supplied by or on behalf of the Employer in respect of the Services/Works.

2.3 Clarifications

The Bidder must make local and independent examination and inquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making the Bid and fixing the Bid price. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in and according to the contract to be entered into by him should his Bid be accepted. The Bidder must inquire and satisfy himself as to the sources of supply, the sufficiency of the means of obtaining and transporting at his cost all equipment, materials, labour and other things required for or in connection with the Contract. The Bidder must consider all other matters and possible contingencies affecting the execution and performance of the Contract. If the Bidder wishes to seek clarification or meaning of any part of the Bid Documents from Employer, he may address his inquiry in writing to the person designated in Invitation Letter (Section-01). Such questions shall be received at least 05 days before the date of opening of the Bids. All explanations and amendments issued on the Employer's part shall be sent at the same time to all Bidders invited to submit Bid.

2.4 Quantities, Rates and Prices

The rates and prices shall be quoted in Pakistani Rupee. The Bid price set down by the Bidder is the full inclusive value of the Services/Works described in the Bid Documents and shall cover profit and all obligations of every kind whatsoever which under the Contract are to be borne by the Contractor. The bidders may be required to furnish a complete rate analysis of any item if considered necessary by Employer. The attention of Bidder is drawn specifically to the Clauses in the Conditions of the Contract dealing with the payment, deductions, guarantees, insurances, liquidated damages, and guarantees, etc. Bidders will not be reimbursed for the costs of any kind whatsoever incurred in connection with the preparation and submission of the Bid. All unit prices quoted shall be subject to no escalation. All Government Taxes should be included in price quoted.

2.5 Bid Security

- 1..
 - I. Bidder shall be responsible to submit the original bid security instrument of Fixed Amount of Rs. 400,000 in form of in shape of pay order/demand draft/ call deposit/banker's cheque in EOBI House 190/1/B Block II, P.E.C.H.S Nursery Karachi, on or before closing date and time of Bid .
 - II. Bidder shall also upload scanned copy of the bid security instrument amounting to Rs.400,000/- (Rupees four hundred thousand only) on E-PADS alongwith with its financial proposal.S
 - III. After the expiry of validity of Bid or the Pay Order The Bid Security of all unsuccessful Bidders shall be returned
 - a. After execution of Contract Agreement with the successful Bidder, OR
 - b. If all Bids are rejected, after such rejection, OR
 - c. After the expiry of validity of Bid or the Pay Order.
2. The Bid Security of the successful Bidder will be released only after the contract has been signed and Performance Guarantee has been submitted by him as per this bidding document.
3. The Bid Security may be forfeited:
 - I. If a bidder is disqualified on the basis of misrepresentation which tantamount to "fraudulent practice" as per Rule 2 (f) (iv) of PPRs 2004
 - II. if the bidder withdraws his bid during bid validity period.
 - III. if the bidder does not accept the arithmetic correction of his Bid Price
 - IV. In the case of successful bidder, if he fails within the specified time limit to:
 - a. furnish the required Performance Security; or
 - b. sign the Contract Agreement

2.6 Completion and submission of Bid

Bids must be prepared only on the documents supplied herewith. All entries are to be made in English and clearly legible ink. No alteration unless authorized in writing by the Employer may be made in the Form of Bid or the accompanying Bid Documents. Any technical or additional comments the Bidder desires to make shall not be placed on any of the Bid Documents, but shall be submitted as separate statement, as brief as possible and referring to items, clauses and pages of the Bid Documents. The Bid Documents should be signed and stamped by Bidder or his authorized representative (all pages of Bid documents including addenda if any). Erasures and / or corrections, if any, are to be initiated by the same representative. Bids will be opened in presence of those Bidders who desire to be present.

2.7 Addition, deletion, amendment, rejection and acceptance

The right is reserved to amend any of the Bid Documents or to issue additions to them prior to the due date for submitting Bids. Bid shall include the latest amendment and / or addition to the Bid Documents. When the Bidder is informed of any amendment, addition or revision of the Bid Documents, he is required to immediately acknowledge receipt of the same to the Employer through address as designated in Invitation Letter (Section-01). Subsequent to their opening, Bids will be checked and evaluated by the Employer. The Bid of any Bidder who has not fully conformed to these instructions for Bid or who has submitted a conditional or incomplete Bid may be rejected. The Employer, however, reserves the right to reject any Bid without giving any reason, or to accept any Bid in whole or in part and is not bound to accept the lowest or any Bid. The Bidder, whose Bid may be accepted will be required to send authorized representatives at their own expense for necessary technical and contractual discussions and as the case may be for arranging the Agreement of contract.

2.8 Check List

Bidders shall, interlaid, ensure the following before submitting the Bid:

- I. Form of Bid & Annexure(s) thereof and Form of Financial Bid have been filled up.
- II. All pages of Bid Documents are signed and stamped by Bidder / his authorized representative.
- III. Bid Security (in Original) of specified amount in specified shape must reach on or before closing date and time of Bid to The Director (GAD), Employees' Old-Age Benefits Institution (EOBI), 190/1/B, Block II PECHS Nursery Karachi.

2.9 Documents Accompanying the Bid

2.9.1 In technical bid, the bidder the bidder shall:

- a. Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder.
- b. Provide the information to meet the minimum criteria set out in bid documents, which as minimum will be include following.
 - i. Mandatory registrations
 - ii. Proven similar experience
 - iii. Qualification and experience of Personnel
 - iv. Evidence of access to financial resources along with average annual turnover for the last 3 years
 - v. Work commitments
 - vi. Current litigation information and
 - vii. Availability of critical equipment.
- c. Furnish a technical bid taking into account the various Appendices to Bid; (i.e. specimens of Performance Guarantee, Indemnity Bond, Declaration of no Blacklisting And Litigation)

2.9.2 In Financial Bid following shall be submitted by the bidder:

- a. Form of Bid, duly filled, signed and stamped,

2.10 Litigation history:

The bidders should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. In case bidder has never involved in Litigation/arbitration an affidavit prepared within the current month of the submission of technical bid to his effect will be provided by the bidders.

2.11. The Employer reserves the right to: -

- a) Amend the scope and value of any contract(s) to be bid, in which event the bidder(s) will only bid among those qualified bidders who meet the requirements of the contract(s) as amended. However, the Employer has to

review the disqualified bids who originally do not meet the specified criteria for Qualification.

- b) Reject or accept any application; and
- c) Cancel the technical evaluation process and reject all applications.

The Employer shall neither be liable for any such actions nor be under any obligation to inform the Bidder of the grounds for rejection, however, may be debriefed if solicited.

2.14 EVALUATION CRITERIA

Bidders meeting the basic eligibility requirements shall be considered for technical evaluation based on the following criteria.

S. No.	Description	Remarks
1.	Valid incorporation/ registration documents with SECP/ GOP/ Sole Proprietor, and registration with EOBI & Social Security .	Mandatory
2.	Valid Income Tax Registration with FBR/Tax Department (NTN) and Service/Sales Tax Registration of Sindh Revenue Board and must be on ATL (for Income and Sales Tax)	Mandatory
3.	An original affidavit on stamp paper/e-stamp paper duly verified stating that the Bidder is not blacklisted by any Government / Autonomous Body (Format Attached)	Mandatory
4.	Complete credentials of the individuals/company with related details (including employees).	Mandatory
5.	The Firms must have above 05years Experience in providing Janitorial Services, which will be verified through Past dated awarded PO/LOA/ Contract Agreement to be provided.	Mandatory
6.	Experience in providing Janitorial Services to 10 Nos. different Procuring agencies, which shall be assessed by submission of required copies of PO/CA/Performance Certificates.	Mandatory

Notes:

1. Those bidders who do not meet minimum qualification criteria will not be included for financial competition and their financial bids will remain un-opened
2. Past performance of the bidders who have already worked with EOBI will be examined. In case of unsatisfactory performance, the bidder will be declared as disqualified.
3. Blacklisted firms from Government / Semi Government departments are not eligible.

2.15 Bid Submission (Single Stage One Envelope System)

The Bid must be submitted through e-PADS, on or before the time and date fixed for submission of the Bids. No conditional Bid will be entertained rather will be marked Non Responsive.

2.16 . Bid Evaluation Procedure.

The procedure for evaluation of bid shall be Least Cost Based Selection (LCBS) Technique

SECTION-3
SCOPE OF SERVICE

3.1 **SCOPE OF WORKS:**

The work under this contract package includes but is not limited to the Cleaning and Janitorial Services in all floors/Levels of EOBI House Head Office Karachi situated on Plot no 190/1/B ,Block II P.E.C.H.S Nursery Karachi.. The work has been classified into two types of services (General and Special) in view of the difference in methodology and nature of works. The services in both the types shall include furnishing of all labour, material, chemicals, detergents consumables, disinfectants, tools, plant, equipment supervision and all works & performance, whether of a permanent or temporary nature required in and for execution of these works in order to meet the highest standard of cleanliness in the building. The details of work are as under:-

3.1.1 **CLEANING & JANITORIAL SERVICES:**

The work under general cleaning and janitorial services includes, but is not limited to the following services:

A. DAILY SERVICES:

a. At all Levels/Floors:

1. Cleaning / Sweeping and continuous mopping of main entrance, central lobby and other area including marble flooring at all levels.
2. Cleaning / Sweeping of staircases (i.e. Normal & Emergency), lifts, lobbies. at all levels.
3. Cleaning/Sweeping of all marble counters and Steel Cabins.
4. Cleaning/Sweeping of parking areas of the building.
5. Removal of any stuff from one place to another place.

b. Elevators/Lift Lobbies:

1. Wet Cleaning of Sliding doors of all elevators
2. Cleaning of all elevator's walls and floor.
3. Cleaning / Sweeping and continuous mopping of lift lobbies and staircase at all levels.
4. Vacuum cleaning of all lift's cabins.

c. Toilets

1. Cleaning / Sweeping and mopping of all toilets with **disinfectants** at Basement, Ground Floor 1st, 4th, 5th, 6th, 7th & 8th floors at least

after every 2 hours. Also, clean gully traps of all toilets on daily basis including kitchene.

d. **Outside Area**

1. Cleaning and sweeping footpaths outside the building so as to keep these areas clean at all time.

e. **Inside Area**

- I. Dry/wet cleaning of mirrors, glasses glazed/Aluminum Panels at all levels by using suitable glass cleaner.
- II. Dry cleaning and dusting of painted walls, Wet cleaning of all Aluminum work and glass including textured wall at all levels.
- III. Emptying of all dustbins as many times as necessary and keeping all the dust bins in neat conditions.
- IV. Sweeping, cleaning and mopping of all common areas.
- V. Daily collection and disposal of all collected rubbish and waste materials to nearest disposal area and cleaning the temporary storage areas. This includes the collection and disposal of waste material and rubbish from all office areas.

B. WEEKLY SERVICES

Maintenance and up keeping of sewerage lines, so as to facilitate proper functioning of sewerage systems at all times.

Collection and removal of waste material from roof tops and terrace at all levels.

C. MONTHLY SERVICES

1. Cleaning/Dusting of all diffusers, false ceiling, steel louvers, steel grills, fittings and fixtures.
2. Cleaning of all manholes.
3. Complete cleaning of the emergency staircase at the back of the building.

3.3 FUMIGATION AND PEST CONTROL SERVICES:

The above services must be carried out through qualified & experienced workers.

3.4 SCOPE OF WORK PLANTATION:

The following shall form the scope of work under the contract:

The contractor shall be responsible for: Maintenance of existing plants/landscaping at fixed locations in and around the building.

The contractor shall ensure that all the existing plants (owned by the employer located at fixed positions either in or outside of the building are well maintained in their good shape and healthy conditions. If any of those plants are destroyed or damaged due to any negligence or lack of proper care in maintaining the same the contractor shall replace the same with a healthy plant of the same type and size, with prior approval of employer's representative, failing which the employer shall have the right to deduct the cost of the damaged plant from the monthly bill of the contractor. The decision of the employer's representative in this regard shall be final.

3.5 Staff

- 3.5.1 The CONTRACTOR shall be required to deploy Mali at site on full time basis from 08:00 am to 5:00 pm on all working days. However, in addition to the above, the overall supervision and Maintenance will be undertaken by Contractor's Supervisor who shall conduct daily visits to the site in order to ensure due fulfillment of the contract. For this purpose the Contractor shall maintain daily attendance register at the site which will be countersigned by the EMPLOYER'S REPRESENTATIVE.
- 3.5.2 The CONTRACTOR shall detail experienced and qualified staff for the works that will work exclusively in the building and shall not be diverted to the CONTRACTOR'S other site(s). The staff must remain at the site of work during their working hours and should have sufficient qualifications and experience in their respective trades.
- 3.5.3 The EMPLOYER reserves the right to make deductions on pro-rata basis, of which the EMPLOYER shall be the sole judge, if the attendance of CONTRACTOR'S staff is irregular.
- 3.5.4 The CONTRACTOR must ensure good behavior by his staff and the CONTRACTOR'S at the site should liaise with and follow the instructions of the EMPLOYER'S REPRESENTATIVE.
- 3.5.5 For the purpose of identification and security, all workers of the CONTRACTOR, who may be, from time to time, detailed to work within the premises of the EOBI, Karachi in connection with the rendering of the services shall be issued with proper identity cards by the CONTRACTOR at its own cost. The specimen of the card shall be approved by the EMPLOYER'S REPRESENTATIVE.
- 3.5.6 While being present within the premises of the EOBI, Karachi in connection with the rendering of services for and on behalf of the CONTRACTOR, all workers of the CONTRACTOR shall always wear proper and clean uniforms (approved by the **EMPLOYER'S REPRESENTATIVE** to be provided to them by the CONTRACTOR.

3.6 TOOLS AND EQUIPMENTS

The CONTRACTOR shall provide all the required tools and equipment required for the work . The CONTRACTOR shall take care of their own belongings and store and secure them at a given place daily at the end of the day.

- | | | | |
|----|--|----|---------|
| 4. | Plastic Dust Bin (Moveable) Large Size | -- | 24 Nos. |
| 5. | Mops Bucket | -- | 08 Nos. |
-

Note: The Bidders are advised to note that the scope of Cleaning and Janitorial Service shall include deployment of adequate number of experience manpower for cleaning of floors, windows/doors etc. and supply of cleaning equipment and consumables including devices to approach the high ceilings, roofing and concrete façade etc.

APPENDIX "A3"
List of Cleaning Material

The following items of Cleaning Material will be required by the CONTRACTOR at the site for fulfillment of the contract. The CONTRACTOR should take cognizance of and agree to the fact that the submission of this list does not in any way relieve them of the obligation to provide to the satisfaction of the EMPLOYER the cleaning equipment and all other necessary items required for the execution of the Services.

Sr. No.	Description of Material	Required Quantity (Per Month)
1	Liquid Soap	20 Ltrs
2	Dusters	1 Dozen
3	Surf (Bonus/Excel/Express) Best Quality	10 Kg
4	Nephilyne Balls	02 Kg
5	Wipers (Large Size) Best Quality	5 Nos
6	Dust Collectors	5 Nos
7	Sulfuric Acid (for stains / tiles & washroom) Best Quality	12 Bottles
8	Brooms (Soft/Hard) Best Quality	6 Nos
9	Mops (Standard Size) Best Quality	10 Nos
10	Brush (Hand / Toilet) Best Quality	12 Nos
11	Flash Pump, Best Quality	10 Nos
12	Mansion Polish (3.5 KG each)	06 Box
13	Oil Spray (Mortien/Cobra) Best Quality	08 Ltrs
14	Rodenticide Rat Killer	04 Pkt
15	Scraper	03 Nos
16	Phenyl Concentrate (Caroline) 500 ML	20 Bottles
17	Shopper Bag for Dust Bin	6 Doz
18	Tissue Roll (For Toilet)	02 Doz
19	Roomi (Air Freshener) for Toilets	01 Doz

Note: The EMPLOYER'S REPRESENTATIVE shall approve the quality and quantity of materials / consumables.

SECTION – 4
SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

4.1 Signing of Contract Agreement

The successful Bidder is required to sign the Contract Agreement with the Employer within 21 (twenty one) days after the acceptance of Letter of Intent/Award or date mentioned in Letter of Intent/Award, (in accordance with the General Conditions of Contract). **Employers' Representative**

Representative of Employer for the purpose of this Contract and as defined in General Conditions of Contract shall be **Director (GAD) EOBI, Head Office, Karachi,**

4.2 Site

The Site for the purpose of this Contract and as defined in Scope of Work shall be: EOBI Head Office Building, situated at plot No 190/1/B Block II P.E.C.H.S, Nursery Karachi.

Validity Period of Bid

The validity period of the Bid shall be 90 days from the Bid opening date.

4.3 Commencement Date

The Contractor shall commence the performance of Contract effective from the date mentioned in Letter of Intent/Award / or Letter to Proceed/Commence with the Services/Works, which may be issued before signing of Contract.

4.4 Contract Period / Work Completion Period

The Contract Period for the purpose of this Contract and as defined in General Conditions of Contract shall be Two years (24 Months). Further extendable based on requirements of the Employer and subject to performance / acceptance from both parties and as per PPRA rules.

Performance Guarantee

Performance Guarantee in shape of Bank Guarantee (on format provided herein) unconditional & irrevocable, or Pay Order to be submitted by the successful bidder for the purpose of this Contract and as specified in General Conditions of Contract shall be equal to 5% (Five percent) of the total contract value (per year cost), to be submitted prior to the signing of the Contract and within 21 (Twenty one) days after acceptance of LOA..

4.5 Liquidated Damages

The rate of Liquidated Damages for the purpose of this Contract and as defined in General Conditions of Contract shall be 2 percent (2%) of final contract value (per year cost) for each week or part of the week of delay and limited to a maximum of 10% (Ten percent) of final contract value (per year contract price).

4.6 Penalty/Deductions For :

a. Delay in commencement

The rate of penalty for the purpose of this Contract and as defined in General Conditions of Contract on account of Contractor's failure to commence the Services within specified period, shall be 0.5% of final contract value per week or part of the week.

b. **Short Attendance** (1.5 day basic wage per absence)

c. **Lack Of Satisfactory Performance** (10 % of the total monthly payment)

d. **Late Arrivals** (20 % of that particular day(s) payment)

e. **Illegal Activities** (Dismissal of such involved employee)

f. In case of repeated complaint on above mentioned indicators, the contract can be terminated as per clause 5.8 of General Conditions of Contract.

4.7 Mode of Payment

a. Monthly payment will be made to the Contractor for the works as against the monthly bills, submitted by the Contractor and certified by the Employer's Representative. Monthly payment will be made after such deductions as admissible under Contract Terms & Conditions i.e. those on account of shortage of manpower, equipment material and consumable, as well as on account of sub-standard performance during execution of Services/Works, expense/loss caused by or due to non usage of Personal Protective Equipments (PPE's) by contractor Employees, the deduction of all applicable taxes (as per government rules), solely on Contractor's risk and cost.

b. The monthly payment shall be made to the Contractor subject to submission of the following supporting documents

i. Attendance chart of their staff and workers duly certified by Employer's Representative for the billing month.

- ii. The successful bidder shall submit evidence of receipt /Acknowledgement of payment of minimum wages from concerned employee alongwith monthly invoice.
 - iii. The monthly Invoice must also contain detailed list of employees, to whom wages are paid along with their EOBI & Social Security registration numbers.
 - iv. Satisfactory Certificate from Employer's Representative regarding use of PPEs by Employees employed at Site.
 - v. Monthly record of utilization of equipment, material, consumables etc. duly certified by Employer's Representative.
 - vi. The satisfactory performance certificate duly signed by the Employer's Representative.
- c. Up to date payment of EOBI/Social Security contribution alongwith contribution payment slip of relevant month will be mandatory for processing of invoices

4.8 Special Obligations of Contractor & Contractor's Employees

- 4.12.1 The Contactor shall liaise and coordinate with the other Contractors working at the site so that the performance of his and other Contractor's work is not affected in any way.
If any dispute and difference arise between the Contractors working at the site, the same shall be referred to the Employer's Representative in writing, whose decision shall be treated final, conclusive and binding on both the parties.
- 4.12.2 The Contractor shall be responsible and shall make good any loss, damage, theft and pilferage during the period his employees are working in the premises of the building and for which their responsibility is proved.
- 4.12.3 The Contractor shall sign the inventory for all plant and allied equipment fittings and fixtures etc. Any loss or damage of any plant and allied equipment, fittings and fixtures etc. shall be the responsibility of the Contractor.
- 4.12.4 The Contractor shall insure that the manpower once provided would not be ordinarily changed from the site.
- 4.12.5 The Contractor should make himself available to the Employer's Representative whenever asked for and shall reply to all communications issued within two days of their receipt.

4.9 Escalation Clause

No escalation in rate whatsoever on any account shall be payable to the contractor for any item of works and all rates will remain fixed during the currency of contract. However, in case of increase of minimum wage in the province, EOBI will be liable to pay the difference of agreed wages and minimum wages along with the impact of EOBI/Social Security contribution, Sales tax and Income tax subject to its satisfaction that the benefits of increase in Minimum wage has been paid to the concerned.

4.10 Employer-supplied services, material etc.

- a. Contractor shall arrange all the material and equipment as mentioned in the Annexure 'A1', "A2" of Section -3.

4.11 Payment of salaries to Contractor's Employees

The Contractor is bound to pay Federal Government minimum declared the salaries/wages to his employees regularly on or before 5th day of each month. If the Contractor fails to make payment to his Employees by 7th day of each month the Employer on receipt of such written complaint by the Employees may pay the salaries and deduct such amount from the bill/invoice of the Contractor. If the Contractor persists with failure in payments of salaries/wages to his employees for two consecutive months, the Employer may terminate this Contract in terms of Clause 5.8 of the General Terms & Conditions.

Note: In case of any conflict between Special Conditions of Contract and General Conditions of Contract, the Special Conditions shall prevail.

SECTION – 5
GENERAL CONDITIONS OF CONTRACT

- **Definitions & interpretations**
- **Scope of Contract**
 - **The Contract**
 - **The Contract Period/Work Completion Period**
 - **Signing Of Agreement**
- **Works and Services**
 - **Commencement**
 - **Quality & Progress of Services/Works**
 - **Liquidated Damages**
 - **Contractor's superintendence**
 - **Quality of performance, workmanship, material, equipment**
 - **Employer's Powers in respect of Services/Works**
 - **Employer's Representative**
 - **Variations**
 - **Subletting**
- **Performance Guarantee:**
 - **Validity, etc.**
 - **Coverage**
 - **Failure to furnish PG**
- **Contractor's Employees**
 - **Competent Employees**
 - **Applicable rules, regulations, etc.**
 - **Liability of Contractor**
 - **Payment to Contractor's Employees, etc.**
 - **Disciplinary matters**
- **Measurement, certification and payment**
 - **Unit Price / Contract Price**
 - **Escalation**
 - **Measurement**
 - **Certification and Payment**
- **Termination**
 - **Termination without giving notice**
 - **Termination after giving Notice**
- **General**
 - **Interpretations, Notices, Approvals**
 - **Employer's Instructions**
 - **Indemnification**
 - **Protection of existing installations, properties, personnel and neighborhoods**
 - **Stamp Duty**
 - **Other Duties & taxes**
 - **Compliance with statutes, regulations**
 - **Force Majeure**
 - **Arbitration**

5.0 GENERAL CONDITIONS OF CONTRACT

5.1 Definitions and Interpretations:

The following words wherever used in Bid Documents shall have meaning as specified below except where the context otherwise requires:

- | | |
|---------------------------------------|---|
| a. Bidder: | Any person or persons, firm or company submitting the Bid. |
| b Conditions of Contract: | General Conditions, Special Conditions and any other terms of Contract and provision of other sections of Bid Document. |
| c Contract | Means and includes the Contract Agreement if signed, Bid Documents and any addenda thereof, Letter of Intent/Award, Letter of Acceptance, Letter to Proceed if issued separately, and Insurances, Guarantees & sureties etc. submitted under the Contract conditions. |
| d Contract Agreement | The agreement duly signed by and executed between the Contractor and the Employer, as referred to in Special Conditions of Contract. |
| e Contractor | The successful Bidder whose Bid has been accepted by the Employer and who enters into contract with employer and includes contractor's authorized representative and approved assignees. |
| f Contract Period / Completion Period | 02 (Two) Year / 24 months
(As per detail given in Special Conditions of the Contract.)
Extendable for additional period as per Employer's requirement and depending on performance of services, in line with PPRA rules. |
| g. Contract Price | The sum stated in Letter of Intent/Award or Contract Agreement, as agreed between & by the Employer and Contractor, payable to Contractor subject to such deductions and additions and mode of payment, as permissible under the Contract |
| h. Commencement Date | The date, on which the Contractor is required by Employer to commence with the performance of the Contract, notified by Employer through such letter or notice. |
| i. Day | A calendar day of 24 hours from midnight to midnight. |
| j. Bid Security | A financial security furnished by the bidders in the manner specified in Instruction to bidders. |
| k. Employer | The 'Employees' Old-Age Benefits Institution', hereinafter referred to as EOBI |
| l. Employer's Representative | A duly authorized person appointed by the Institution of Employer or as specified in Special Conditions of Contract to act on behalf of the Employer in all matters arising out of the contract. |
| m Employees of Contractor | Employees or Staff deployed by the Contractor for the purpose of carrying out Services/Works specified in the Contract. |

- n. Letter of Intent/Award An unbinding intimation in writing by the Employer showing acceptance of a Bid subject to terms & conditions of Bid Document / Contract and alterations/obligations as specified thereof.
- o. Performance Guarantee A bond, guarantee and/or other instruments of surety furnished by Contractor in the manner specified in Conditions of Contract.
- p. Scope of Service Means and includes Section-3 of Bid Documents and any addenda thereof.
- t Services/Works Mean and include the services and works described in Scope of Service of Bid Documents and any addenda thereof.
- u. Bid Bid or Offer made by the Bidder in response to this invitation for bids / tender notice.
- v. Bid Documents The documents provided herein and itemized in 'Table of Contents' including any addenda or corrigendum thereof.

5.2 Scope of Contract

a. The Contract

The Contract comprises the execution and performance of the Services, and insofar as not otherwise specified in the Contract, provision of any Services/Works and everything required in and for such execution, supervision and management, so far as the necessity for providing the same is specified in the Contract or is to be reasonably inferred from the Contract.

b. The Contract Period/Work Completion Period

The period of contract is Two (2) years .It shall commence from the date of commencement of Services and as specified thereof. The period of Contract may be extended as deem suitable by the Employer on terms and conditions mutually agreed by both parties, in line with PPRA rules.

c. Signing Of Agreement

Within the time period specified in Special Conditions of Contract, the successful Bidder is required to sign an Agreement with the Employer.

5.3 Works and Services

a. Commencement

The Contractor shall commence the Services/Works within the period specified in Special Conditions of the Contract. The Contractor shall bear all costs and expenses required by him in connection with such commencement. The Employer shall arrange to make available to Contractor the Site or such portions of Site thereof in a manner and timeframe as required and deemed necessary under this Contract. In the event of failure on Contractor's part to commence the Services/Works within specified period on account of any reason, Employer reserve the right to levy penalty at a rate specified in Special Conditions of the Contract during period of such delay. The penalty clause would be effective if the Employer's Representative reports such a delay while verifying the Contractor's bills/invoices. If the Contractor fail to commence the Works/Services within specified period and if contract is cancelled due to above reason 10% penalty may be imposed in addition to the risk and cost amount.

b. Quality and progress of Services/Works

The Contractor shall provide all equipment, material, workmanship and commit overall performance of the kinds and standards as required under the Contract or in accordance with the Employer's instructions. The Contractor shall furnish to the Employer with a true and accurate statement showing detail of works done and services rendered under the Contract on formats and within time-intervals as specified or agreed by the Employer. Should in the opinion of Employer, the quality of progress or performance fails to conform to the stipulations of the Contract, Employer may inform the Contractor who shall take necessary actions to comply with the requirements under contract. The Employer, however, reserves the right to take remedial actions under the

Contract including but not limited to carrying out necessary Services/Works through other sources to obtain desired results, such that the costs and expenses involved in doing so plus any premium as specified by Employer shall be borne by the Contractor.

c. Liquidated Damages

If the Contractor fails to complete the Services/Works or any part thereof within the time prescribed under Contract for the whole of Services/Works or the part thereof, then the Employer shall be entitled to receive by way of liquidated damages a percentage of contract value prescribed in Special Conditions of Contract. Without prejudice to any other method of recovery, the Employer may deduct such an amount from any moneys payable to Contractor. Such deduction shall not, however, relieve the Contractor of his liabilities and responsibilities under the Contract.

d. Contractor's superintendence

The Contractor shall provide all necessary superintendence during the execution of Contract period and defect liability/maintenance period if any. The Contractor or an approved representative of Contractor shall give his whole time to such superintendence.

e. Employer's Powers in respect of Services.

- i. The Employer's powers include but are not limited to observing, inspecting, approving/disapproving and ordering necessary alterations to the Services/Works, including checking and examining suitability of all materials/manpower/equipment to be provided/used and all performance and deliveries required in connection with the Contract. The Employer also has the power to assess the amount of deductions that shall be made from the contractor's bills/invoices on account of penalties, liquidated damages, as well as on account of sub-standard performance, expense/loss caused by or due to non usage of protective equipments by contractor Employees, or due to non compliance of any standards on Contractor's part, and to effect deduction of such amounts from the bills of the Contractor.
- ii. The Employer also has the power object to and require the Contractor to remove forthwith from the Site any Employees of the Contractor who in the opinion of the Employer's Representative misconducts themselves or are incompetent or negligent in the proper performance of their duties or whose employment is otherwise considered by the Employer's Representative to be undesirable and such persons shall not again be employed upon the Services/Works without the written permission of the Employer. Any Employee so removed shall be replaced without delay by a competent substitute approved by the Employer.

f. Employer's Representative

The Employers Representative as specified in Special Conditions of Contract has been delegated the powers vested in Employer whereby any written instructions or approval given by him, during the period of his authorization is to be deemed just as binding on the Contractor as though it had been given by the Employer, provided that:

- i. Failure of the Employer's Representative to disapprove any Services/Works or materials shall not prejudice the power of the Employer to subsequently disapprove such work or materials and to order the removal thereof.
- ii. Approval of the Employer's Representative of any Services/Works in no case releases the Contractor from his sole responsibility and liability for the supply of specified manpower, materials and equipment for execution of the Services/Works in accordance with the Contract.
- iii. If the Contractor is dissatisfied with any decision of the Employer', he will be entitled to appeal to the Chairman (EOBI), who shall thereupon confirm, reverse or vary such decision. The decision of the Chairman (EOBI) shall be final, conclusive and binding upon the Contractor.
- iv. No action as aforesaid in this clause taken by the Employer, or the Employer's Representative shall relieve the Contractor of any of his liabilities under the Contract or give rise to any right to compensation or to any other claim.

g. Variations

- i. The Employer can order any variation not more than 15% of total contract price, in the form of quality or quantity of the services/works or any part thereof, which may in their opinion, be necessary. For above purpose or for any other reason, the Employer has the power to issue following binding instructions in writing:
 1. to increase or decrease the quantity of any Services/Works
 2. to omit any such Services/Works from the Scope of Service
 3. to change the character, quality or kind of any such Services/Works

4. to place an order for execution by Contractor requiring additional Services/Works of any kind, in connection with or ancillary to the Scope of Services
- ii. The valuation of any alterations/additions/deletions in the Scope of Services shall be based on the rates/prices quoted by the Contractor in the approved Tender/Bid. In case any item is not covered in approved Tender/Bid then the prices shall be mutually agreed in writing based on the complete rate analysis of all items giving full detail of material cost, labour cost and / or overheads.

5.4 Performance Guarantee:

a. Validity and Release.

It is Contractor's responsibility to arrange that the PBG submitted as above remains valid for Contract Period / Work Completion Period and Maintenance/Defect Liability Period (if any) and default or delay on this account shall render contractor's bills/invoices liable to holdup. On successful completion of the Contract Period and Maintenance/Defect Liability Period (if any), and upon fulfillment of all the obligations under the Contract, the Performance Guarantee submitted as above would be returned to the Contractor.

b. Coverage

The Performance Guarantee required and furnished under the Contract shall cover the faithful performance of the Contract and discharge of all obligations and responsibilities covered under Contract by the Contractor. The Employer's right to recover damages from Contractor for breach of Contract shall in no case be limited to value of Performance Guarantee.

c. Failure to furnish PG

Failure to furnish/update performance Guarantee will entitle Employer to consider the successful bidder/Contractor as having abandoned the Contract and to be at default, and to this effect take necessary remedial action against him including but not limited to forfeiture of the Bid Security and claim any other loss or damage resulting to Employer by reason of the aforesaid default.

5.5 Contractor's Employees

a. Competent Employees

The Contractor shall make his own arrangements for the provision and employment of all employees in connection with the performance of the Contract, provided that only such persons are provided for and employed which are competent to perform, carryout, execute, supervise and maintain required Services/Works as per Scope of Service. The Employer shall be at liberty to object to and require the Contractor to remove forthwith from the Site any Employees of the Contractor under the terms of Contract.

b. Applicable rules, regulations, etc.

The Contractor shall at all times during the period of the Contract conform in all respects with and carry out all obligations imposed on him by the provisions and requirements of any Law and of any Regulations or orders of any Government (Central, Provisional or local) or any authority which may be applicable including any such Law, Regulation or Order passed or made or come into force at the date of the submission of Bid by the Contractor.

c. Liability of Contractor

The Contractor shall be liable for or in respect of any damages or compensations payable according to the provisions of Workmen's Compensation Act and any other laws in force, in respect or in consequence of any accident, injury, death arising in connection with this Contract or any sub-letting.

d. Applicable Payment to Contractor's Employees, etc.

The Contractor shall make payments due to his Employees payable to them from time to time under the applicable rules and regulations, eminently ensuring compliance of applicable minimum wages declared by GoP. Unless repugnant to the context of this

Contract and/or so required to meet desired rate of progress, the Employees of the Contractor shall not be required to work on Public Holidays.

e. Disciplinary matters

The Contractor shall be fully responsible for the acts and omissions of persons provided/employed by him under the Contract. The Contractor shall be solely responsible for all disciplinary matters regarding his Employees and shall bear all the damages / losses incurred by Employer or Owner due to negligence / misconduct of the Employees. The Contractor shall be liable to pay at actual the amount claimed by the Employer/Owner on account of losses / damages so caused to men / material / property of Employer/Owner. In case of failure of the Contractor to pay the amount claimed as above, the same shall be deducted from Contractor's bills, Bid Security, Performance Bond or any other moneys payable to Contractor by Employer on any account, without prejudice to any further suitable lawful action.

5.6 Measurement, certification and payment

a. Unit Price / Contract Price

Subject to specific limitations and instructions provided in the form of financial bid or Special Conditions of Contract or Scope of Service, unit prices shall include all basic and additional costs, expenses and provisions etc. required for the execution, completion. of the Contract, directly and indirectly. The total Contract Price shall be price named in Financial Bid subject to approval and acceptance, including additions thereto and/or deductions there from, including price of all material, manpower, supervision, services, works and all costs in connection with the fulfillment of all conditions and performances under the Contract. It also includes costs of transportation to site, all Government taxes and charges, local bodies' charges, insurances & banking expenses, and all other expenses required to execute the Services/Works as per the Bid Documents.

d. Certification and Payment

The Contractor shall submit bills/invoices along with necessary statements and supports to the Employer's Representative in a manner specified in Special Conditions or Scope of Service. Only after checking the correctness of the bill, making deductions and withholding payables as required under the Contract, the Employer's Representative shall forward it to competent authority for further processing..

5.7 Certification and payment

a. Termination without giving notice

The contract is liable to be terminated by Employer without prior notice to Contractor and at Contractor's risk and cost if the Contractor:

- i. Becomes or is adjudged insolvent or being an Incorporated Company is ordered or resolved to be wound-up, or
- ii. Hinders the Contract, or abandons the Contract, or
- iii. Sublets the Contract except for the manner and procedure provided in Contract, or
- iv. Fails to proceed with the Contract, commence the Services/Works, maintain the due progress of or complete the Services/Works under the Contract, or
- v. Neglects or fails to observe and perform any conditions under this Contract, or as per Scope of Service specified in the Contract, or
- vi. On account of above or on any other account described in the provisions of Contract, acts or fails to act constituting a default or breach of the Contract

Provided that such termination shall empower the Employer to forfeit Performance Guarantees, Bid Security, and any moneys payable to Contractor by Employer under the Contract, without prejudice to Contractor's right to initiate any other lawful action against Contractor.

b. Termination after giving Notice

The Employer shall also have the right to terminate the contract by giving a 30 days' notice if it decides to discontinue the services of the Contractor due to any reasons other than those mentioned above or in Instructions to Bidders or Conditions or Scope of Service of the Contract. However, in such a case the Employer shall not invoke/forfeit the Performance Guarantee of the Contractor and shall make a fair assessment of the payments due to the Contractor and release the same as full and final settlement of the accounts under the Contract.

5.8 General

a. Interpretations, Notices, Approvals

Where context so requires, words in singular imply plural and vice versa, and words implying parties to Contract shall include firm, partnership, sole proprietorship company/corporation etc. having legal capacity. Unless otherwise specified, any notice, consent or approval under Contract shall be in writing. Approval or consent required under Contract shall not be unreasonably withheld or delayed. Approval by the Employer under the Contract shall not relieve the Contractor of any of his responsibilities under the Contract.

b. Employer's Instructions

The Employer has the right to issue from time to time instructions, directions and guidelines collectively referred to as "Employers' Instructions" to the Contractor as deemed necessary by Employer, in connection with the execution and performance of Services/Works under the Contract.

c. Indemnification

The Contractor indemnifies and keeps indemnified the Employer in respect of all claims, damages, compensations, suits, actions, proceedings or expenses arising out of in consequence with any accident or injury sustained by any Employee or other person, or property whatsoever, whether in the employment of the Contractor or not, while in or upon the said Services/Works or at the Site of the same or in consequence of any activity under the Contract, and the Employer shall not be liable to defend any claim whether brought under the Workman's Compensation Act or any other Law of State or otherwise in respect of or in relation hereto.

d. Protection of installations, properties, equipment, personnel and neighborhoods

Notwithstanding any other safeguard or security provided under the Contract, the Contractor shall take full responsibility of and make good damage or loss or injury to existing installations, properties, equipment including equipment employed by Contractor, personnel and neighborhoods at or around the Site, arisen out of any cause save by cause of Force Majeure as defined in the Contract.

e. Stamp Duty

In accordance with Stamp Act 1899 & any further amendment thereafter, the successful Bidder/Bidder will be required to bear stamp duty at applicable rate for the execution of the contract agreement.

f. Other Duties, taxes, levies, etc.

All duties, taxes, levies, royalties etc. which the Contractor may be liable to pay shall be on the Contractor's account and entirely the responsibility of the Contractor.

g. Compliance with laws, regulations

The Contractor shall conform in all respects with the federal, provincial or local statutes, ordinances, regulations and rules etc. in relation to execution of Contract and shall keep the Employer indemnified against all liabilities and penalties for breach of such provision. The Contractor shall pay all moneys payable under any head to federal, provincial or local authority including EOBI.

h. Force Majeure

Any delay in or failure of performance of the Contractor or in fulfillment of any obligation by the Employer, hereto shall not constitute default hereunder or give rise to any claim for damages if and to the extent such delay or failure of performance is caused by 'Force Majeure' including: natural calamities, war, rebellion or sabotage civil commotion or damage resulting there from, fire or explosions, accidents, breakdown, riots, commotion, strikes (excluding the strike of the employees of the Contractor) epidemic, change in Laws preventing any party from performing its part under the Contract or any other causes whether or not of the same class or kind as those specifically stated above, which are not within the control of the party affected and which by the exercise of reasonable diligence the party affected is unable to prevent.

i. Arbitration

In the event of any claim or dispute arising out and the Contractor is dissatisfied with any decision of the Employer's Representative, after appealing to the Grievance Redressal Committee of EOBI and later on to Chairman (EOBI), whose decision shall be final.

SECTION-6
FINANCIAL BID

Financial Bid**(Annexure - A)****Rate Built Up / Individual (per Month)**

Sr. #	Category of Staff	Supervisor (Male)	Sweeper/Janitors (Male)	Gardner (Male)
1.	Rate <i>(Min. Wages in Rs. in reference with Government notification as on Bid submission date)</i>			
2.	EOBI subscription per Month (Rs.)			
3.	Social Security per Month (Rs.)			
4.	Contractor's Profit/ Overhead per Month (Rs.)			
5.	Sales Tax per Month (Rs.)			
6.	Income Tax per Month (Rs.)			
Total Rate per Month (Rs.)				

Note:

1. Quoted cost must be in compliance with Government of Rules & Regulations for Labor Wages and all applicable Taxes. Shift hours shall be as per Government prevailing working hours.
2. Above mentioned rates per Month to be carry forward for Compilation of Financial Bid at Annexure - (B & C).
3. Evidence of Monthly Wage payments, EOBI & Social Security contributions and CPR to be submitted each month and other necessary documents as requested by the Employer.

Seal & Signature of Bidder

(A)

Bid Price (per Month)Shift (Time schedule to be provided by Employer)

Sr.#	Category of Staff	No. of Staff	Rate of each Staff per Month	Total Per Month Rate
1	Supervisor (Male)	01 Nos.	Rs. _____/-	Rs. _____/-
2	Sweeper/Janitors (Male)	12 Nos.	Rs. _____/-	Rs. _____/-
4	Gardner (Male)	1	Rs. _____/-	Rs. _____/-

Total Staff**14 Nos.****Total per Month Cost (A) Rs. _____/-****Note:**

- 1) Quoted cost must be inclusive of all applicable taxes and Government of Rules & Regulations for Labor Wages.
- 2) Development of Staff shall be in two shifts.
- 3) Employer reserve the right to increase/decrease the strength of manpower as per requirements at site(s).

Seal & Signature of Bidder

Annexure (B)**LIST OF JANITORIAL & CLEANING MATERIAL REQUIRED PER MONTH**

Sr. No	Description	Quantity	Unit Rate (PKR)	Total Amount (PKR) Per Month
1	Liquid Soap	20 Ltrs		
2	Dusters	1 Dozen		
3	Surf (Bonus/Excel/Express) Best Quality	10 Kg		
4	Nephthilyne Balls	02 Kg		
5	Wipers (Large Size) Best Quality	5 Nos		
6	Dust Collectors	5 Nos		
7	Sulfuric Acid (for stains / tiles & washroom) Best Quality	12 Bottles		
8	Brooms (Soft/Hard) Best Quality	6 Nos		
9	Mops (Standard Size) Best Quality	10 Nos		
10	Brush (Hand / Toilet) Best Quality	12 Nos		
11	Flash Pump, Best Quality	10 Nos		
12	Mansion Polish (3.5 KG each)	06 Box		
13	Oil Spray (Mortien/Cobra) Best Quality	08 Ltrs		
14	Rodenticide Rat Killer	04 Pkt		
15	Scraper	03 Nos		
16	Phenyl Concentrate (Caroline) 500 ML	20 Bottles		
17	Shopper Bag for Dust Bin	6 Doz		
18	Tissue Roll (For Toilet)	02 Doz		
19	Roomi (Air Freshener) for Toilets	01 Doz		

Total per Month Cost (B) Rs. _____/-

NOTE:-

- 1) Quoted rates must be inclusive of all applicable taxes.
- 2) Bidder is required to quote price of each item listed above, failure to do so would rendered bid as non-responsive.
- 3) The above listed items quantity are indicative only.
- 4) The actual quality and quantity of items shall be worked out as per the actual requirement. Requisite approval from the employer will be required before purchasing.

TOTAL BID PRICE
FOR
LABOUR & MATERIAL COMPLETE JANITORIAL/CLEANING
SERVICES & WORK

Total Amount of "A"	Rs. _____ /-	Per Month
Total Amount of "B"	Rs. _____ /-	Per Month
Total Bid for two years [24 x (A+ B)] =	Rs. _____ /-	
Total Bid Price	Rs. _____ /-	

Total Bid Price for Two years in Words (Rupees) _____

Name of the Bidder: _____

Address & Phone No.: _____

E.Mail Address. _____

NOTES:

1. All the above quoted rates shall be treated as inclusive of all the works required to be performed by the Contractor as Scope of Service given in the Bid Documents.
2. All quoted rates will be inclusive of all Government taxes, duties, levies, compliance with Government of Pakistan Rules and regulation for minimum wages etc
3. The monthly payments on the basis of above rates and in accordance with the attendance sheet verified by the EMPLOYER'S REPRESENTATIVE.

Seal & Signature of the Bidder

SECTION - 7
APPENDICES
(Specimen of Forms)

APPENDIX-A

FORM OF PERFORMANCE BANK GUARANTEE
(ON STAMP PAPER OF APPROPRIATE VALUE)

Guarantee No. _____
Dated: _____
Value Rs. _____
Expiry Date: _____

Employees' Old-Age Benefits Institution.
190/1/B, Block-2, PECHS,
Karachi.

Dear Sirs,

In consideration of you entering/having entered into Contract No. _____ against Tender Enquiry No. _____ with M/s. _____ hereinafter called the "Contractor" and in consideration of value received from the Contractor, we hereby agree and undertake as follows:

1. To make unconditional payment of Rs. _____ and in such amount as you may require from time to time, as and when called upon by you to do so, being amount covering security for the due fulfillment by the Contractor of all liabilities, obligations, commitments and total and faithful performance of the above-said Contract by the Contractor or contractor's representative(s) or assignees, of which you shall be sole judge.
2. To accept written intimation from you as sufficient evidence of the existence of a default or breach or non compliance as aforesaid on the part of the Contractor and to make payment immediately upon receipt of the written intimation.
3. To keep this guarantee in full force from the date of this guarantee till all the obligations of the Contractor under Contract are duly fulfilled by the Contractor to your satisfaction.
4. Your indulgence or arrangement or alteration etc. whatsoever with the Contractor in respect of performance of the Contract with or without notice to us shall in no manner discharge or affect this guarantee and our liabilities are committed hereunder.
5. The guarantee shall be binding on us and our successors-in-interest and shall be irrevocable. The guarantee shall not be affected by any change in composition or constitution of the guarantor bank.
6. The Guarantee shall remain valid up to _____.

For and on Behalf of the Guarantor Bank
Signature and Seal

APPENDIX- B

FORM OF DECLARATION OF NO BLACKLISTING AND LITIGATION

(To be submitted on non-judicial stamp paper or e-stamp paper)

I/we _____, address _____, do hereby solemnly affirm and declare as under: -

- That our firm has not been blacklisted/ debarred from any Government/ Semi Government/ Autonomous/ Public Sector Organization or any Agency.
- That the firm has not been involved in any kind of litigation.
- That there is no litigation between partners of the firm.

We further, affirm and declare that above is true to best of our/my knowledge and that nothing has been concealed or hidden therein.

Signature of authorized signatory

Name: _____

Designation: _____

CNIC: _____

Seal/ Stamp: _____

Date: _____

Note:

- i. Duly signed by owner/CEO of the company or authorized representative having authority letter.
- ii. To be submitted on non-judicial stamp paper.

APPENDIX- C
INDEMNITY BOND

(On stamp paper worth Rs.100)

Tender Enquiry No. & Date:
Contract No. & Date:
Description of Work/Services:

To

Employees' Old-Age Benefits Institution (the 'Employer', which expression shall unless repugnant to the context mean and include their respective successors-in-interest and assigns),

I/We, M/s. _____,
having registered office at _____,
(the 'Contractor', which expression shall unless repugnant to the context mean and include its successors-in-interest and assigns) of the other part.

HEREBY:-

1. UNDERTAKE to INDEMNIFY you and to keep you indemnified from and against any losses, costs expenses suits and proceedings that you may suffer or incur as a result of any act, omission or failure by me / us or any person / party working or performing for me/us or on my/our behalf; to perform and observe any of the terms and conditions of the afore-mentioned contract agreement as required by you, AND for any premature termination of or any repudiation of contract agreement prior to the expiration of its term,
2. UNDERTAKE to INDEMNIFY you and keep indemnified in respect of all claims, damages, compensations, suits, actions, proceedings or expenses arising out of in consequence with any accident or injury sustained by any Employee or other person, or property whatsoever, whether in my/our employment or not, while in or upon the said Services/Works or at the Site of the same or in consequence of any activity under the Contract, and that you shall not be liable to defend any claim whether brought under the Workman's Compensation Act or any other Law of State or otherwise in respect of or in relation hereto,
3. UNDERTAKE to conform in all respects with the federal, provincial or local statutes, ordinances, regulations and rules etc. in relation to execution of Contract and shall keep you indemnified against all liabilities and penalties for breach of such provision, and shall pay all moneys payable under any head to federal, provincial or local authority including EOBI.

4. ASSURE to you the punctual performance and observance of all the obligations arising from the said contract agreement, AND agree that if at any time any of our obligations or any of the terms and conditions of said contract agreement are not duly and punctually observed and performed, I/We will on demand pay all costs and expenses arising out of or incidental to or in connections with the non-observance of performance, as solely determined by you,
5. AGREE that this Indemnity shall be continuing, and I/We shall not stand discharged of it by operation of law or in any manner otherwise than by full and complete performance of all the obligations to be performed and observed by me/us under the said agreement and under this Bond;
6. AGREE that this Indemnity Bond is in addition to and not in substitution for any other security which you may hold with respect to said contract agreement and that it may be enforced without recourse having first been made to such security and without any other steps or proceedings,
7. Agree that the Indemnity may not be terminated or revoked unless with your prior written consent, obtained after a) giving written notice of termination to you and b) making payment to you of all monies then payable by me/us, as solely determined by you,
11. AGREE that this Deed of Indemnity and Guarantee shall be governed by and construed in accordance with the laws of the Pakistan.

SIGNED SEALED AND DELIVERED by:

For and on behalf of Contractor:

M/s:

Signature: _____

Name: _____

WITNESS:

1. Signature: _____

Name: _____

CNIC #: _____

2. Signature: _____

Name: _____

CNIC #: _____