



Gateway to National Prosperity

# PORT QASIM AUTHORITY

Bin Qasim, Karachi – 75020

## 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 procurement, 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 08:00 AM to 04:00 PM (Monday to Friday) at Environment & Safety Department, Port Qasim Authority on submission of a pay order worth Rs. 1,000/- (Rupees One Thousand only), non-refundable, payable to Port Qasim Authority upto 20.06.2018. Bidding documents can also be downloaded from PQA Website: [www.pqa.gov.pk](http://www.pqa.gov.pk) free of cost.
- 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. 300,000/- (Rupees Three Hundred Thousand only) issued by a Pakistani schedule Bank having a minimum AA rating and located in Karachi, Pakistan alongwith 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 21.06.2018 at 1200 hours. Technical proposals shall be opened on the same day at 1230 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.

(Sirajuddin Chandio)  
Secretary  
Port Qasim Authority

**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-  
2018**

# **INVITATION TO TENDER**

# FORM OF TENDER / BID

## **FORM OF TENDER**

Date: May, 2018

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 90 (Ninty) days from the date of opening of Tender.
- 1.3 We acknowledge that all the attached Tender documents are valid and binding including parts which have not 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. They 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 07 (Seven) days from the receipt of Letter of Intent and to commence operation within 03 (Three) days from the date of signing 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 prepared and signed, this Tender and your Letter of Intent shall constitute a binding contact 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. 300,000/- (Rupees Three Hundred Thousand 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 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 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 \_\_\_\_\_ 2018.

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) The Tender must either by courier service or handed over in person so as to reach the office of the Director (Environment & Safety) not later than 1200 hrs on \_\_\_\_\_2018 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.
- d) The tender documents issued by PQA duly completed, signed and stamped must be sent to the office of the Director (Environment & Safety).
- e) Incomplete and conditional Tenders shall be liable to rejection.

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

- a) The Tenderers with the technical proposal are required to deposit of Rs. 300,000/- as earnest money (separate envelope) in the form of a pay order, issued by any Schedule Bank in the name of PQA.
- 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 and accept clarifications to 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 erasure or 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:**

All Tenders submitted must be signed only by the Sole Proprietor / Partner or other person duly authorized to do so on their behalf 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 the lowest or any Tender without assigning any reason or to accept any Tender at their sole discretion.

**6. PERFORMANCE SECURITY DEPOSIT:**

- a) The successful Tenderer shall deposit an amount of Rs. 500,000/- as a Performance Security for the proper and conscientious execution of the Contract, on the date of signing of Agreement in the form of pay-order in favour of Port Qasim Authority issued by a Scheduled Bank of Pakistan.
- 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 07 (seven) days from the receipt of Letter of Intent from Port Qasim Authority.
- 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 reinvoke Tenders at the risk as to cost and consequences of the successful Tenderer.

**8. VALIDITY OF OFFER:**

Offer must remain valid for acceptances up to 90 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 ONE YEAR 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. Notwithstanding anything contained in this Agreement, each party shall have the right to terminate this Agreement without assigning any reason or cause thereof upon sixty (60) days written notice to the other party through courier service and / or confirmatory facsimile and/or by hand.
4. 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.
5. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

## ARTICLE - 3

### PRICES:

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 LUMP SUM basis during the period of validity of the Agreement as quoted by **Contractor**. Payment will be released on monthly LUMP SUM basis during the period of validity of this Agreement after making all required deductions.

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.

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:

Payment in respect of supply / services shall be made by the Port Qasim Authority within 21 days of the submission of the pre-receipt bills / certified bills, which are to be strictly in conformity with the agreed services. The payment(s) on LUMP SUM basis shall be made to the Contractor after deduction of Income Tax or other Government taxes which will be effective in accordance with the rules framed by the Port Qasim Authority from time to time and the laws governing the same.

## **ARTICLE - 5**

### **SECURITY DEPOSIT:**

You shall deposit an amount of Rs. 500,000/- (Rupees Five Hundred Thousand only) 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 of 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 (WORK SCHEDULE) as per instructions of 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 to 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 **110 Numbers** workers on daily basis as per list enclosed Annexure-“A” 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.

b) All minimum required material shall be provided by the contractor at his own cost and brought in sealed containers with original label of manufacturer at site of work as per (SCHEDULE MONTHLY MATERIAL) by 5<sup>th</sup> of each month and would be kept in Storeroom to be provided by Port Qasim Authority. The same can be checked by **Officer Incharge** or any other authorized representative of Environment

& Safety Department, Port Qasim Authority before emulsification and execution of the work(s) to be carried out in Port Qasim Authority premises.

c) The Contractor shall be 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.

d) The Contractor hereby agrees and undertakes that with a view to provide appropriate and first-rate execution of all Sweeping Services under the provisions of this Agreement, the Contractor shall maintain and deploy specified work-force of most efficient, honest, able, bodied and experienced persons. These employees shall work for and on behalf of the Contractor and by no means will be treated as employees of Port Qasim Authority. The hiring and firing of employee is exclusive right of the Contractor, who alone shall be competent to take disciplinary action if needed, against them. However, Port Qasim Authority or its authorized official may ask the Contractor to remove his employee / employees whom in the opinion of Port Qasim Authority or its authorized official, is / are undesirable person(s). The Contractor shall immediately remove such employee(s) and provide suitable replacement immediately so as to keep sufficient work force.

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 non-performance of its contractual obligations or otherwise.

l) Contractor will provide prescribed uniform described (SCHEDULE UNIFORM) to its employees. All employees shall wear neat and clean uniform at all the time while on duty for which strict check will be maintained.

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. It shall be optional with the Port Qasim Authority in such a case, to forfeit or refund the amount of the Contractor's Security Deposit in full or part thereof to recover the loses or damages sustained by Port Qasim Authority in case of breach of any condition of the Contract.

n) If at any time Port Qasim Authority requires extra Sweeping Services work, the Contractor undertakes to provide the same. The Contractor may be required to undertake some additional tasks like Leveling, Removal of Debris/Bush Cutting etc. and may claim as per BOQ-"E".

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 Deputy Manager (E&S) of any authorized officer appointed by the Port Qasim Authority.

p) Unless otherwise specified, the Contractor shall continue to work at the same rates till such time other arrangements are made to replace them, even after the cancellation/expiry of the period of the Contract.

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

r) 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.



- s) The Contractor shall pay not less than RS: 15000/- to each worker per month as per minimum wages to the labour as per Government notification i.e. Rs. 15,000/- per month in case of revision in minimum wages, the same shall be followed by the contractor.
- t) In future it will be mandatory for the contractor shall pay the wages to the labour/Manpower as per enhancement of rates according notification of Govt. of Pakistan to the in each fiscal year.
- u) The Contractor shall not hire & deploy the Child labour and Ladies worker.
- v) The Contractor shall be responsible to install and maintain a bio-metric system in designated place at of PQA to mark the attendance of the Janitorial Staff and furnish a daily soft and hard copy to under E&S.

## **ARTICLE - 8**

### **SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

- i) The whole work will have to be completed daily and within the 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.
- 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 or Dettol or with other disinfectant and deodorant of approved brands, as directed by E&S Department's authorized official.
- 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) Washing of floors of Offices, Rooms, Corridors and other areas with Washing Scrub, other than office areas, which will be washed as and when required.
- ix) Sweeping of roads and pavement (MAP Annex-"A") 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 (MAP Annex-"B") 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) Cleaning of all windows panes and doors/ dust and footstep marks.
- xiii) 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.
- xiv) Roding and Clearing of material, which may result in the choking of sewerage lines.
- xv) All oily areas will be cleared by using Saw Dust mixing with Kerosene Oil and other appropriate material as and when required.
- xvi) Using Liquid Soap, scrubbing brushes and Water for scrubbing the floors including the floors of Toilets.
- xvii) All Marble Tiles Floors will be washed appropriate chemicals as and when required or as directed by E&S Department.
- xviii) Cleaning of Main holes/Sewerage Lines etc. of PQA Contractual Areas (MAP Annex-"C").
- xix) Any other services not described herein but required for first-rate execution of Sweeping Services.

## **ARTICLE – 09**

### **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 he wound up their compulsorily or voluntarily 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 parts of this Agreement and the Contractor 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 DEPUTY MANAGER (E&S) PQA, DIRECTOR (ENVIRONMENT & SAFETY) OR DIRECTOR GENERAL 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

risers 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 without the prior written permission of Port Qasim Authority.

## **ARTICLE – 18**

### **APPLICABLE LAW:**

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

## **ARTICLE – 19**

### **WAIVER:**

The failure of either party at any time to require the performance by the other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either party or any breach of the terms or provision hereof taken or held to be waiver of any succeeding breach of an such terms or provisions itself.

## **ARTICLE – 20**

### **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 – 21**

### **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 – 22**

### **MISCELLANEOUS:**

- 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 deemed 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 & (Mazda Truck-3500) etc., and make arrangements for the Cleaning and Sweeping Services of the roads, streets, open areas and remote corner on daily basis. However, daily Cleaning and Sweeping Services will be done in the following areas as detailed below:

<b>S. #</b>	<b>Pay Item</b>	<b>Daily Rates Rs.</b>	<b>Monthly Rate Rs.</b>
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.		
d.	Roundabout near PQA water works 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.	Area at Berth No. 01 and 02.		
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 Mor to PQA main Entry gate Security Check post.		
n.	Main Road of Molasses Area upto EVTL		
<b>Sub – Total Rs.</b>			
<b>SST _____ @ Rs. As per prevailing rates</b>			
<b>Grand Total Rs.</b>			

**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:

<b>S. #</b>	<b>Pay Item</b>	<b>Daily Rates Rs.</b>	<b>Monthly Rate Rs.</b>
a.	TOB-II including Chairman Secretariat and DG (Finance) offices.		
b.	Admin Block-I.		
c.	Admin Block-II.		
d.	Admin Block-III.		
e.	TOB - I.		
f.	Telephone Exchange Building.		
g.	Stores Department.		
h.	Industrial Management Department		
i.	Main Check-post / All Weighbridges.		
j.	Security & Immigration Check-posts.		
k.	Water Works area.		
l.	PQA Officer's Mess.		
m	E&S Department and Fire fighting station		
n	M/W Berth # 1&2 Cargo Departments offices.		
<b>Sub – Total Rs.</b>			
<b>SST _____ @ Rs. As per prevailing rates</b>			
<b>Grand Total Rs.</b>			

**SCHEDULE / BOQ-“C”**  
**CLEANING & SWEEPING SERVICES AT PQA HOUSING COMPLEX**

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

<b>S. #</b>	<b>Pay Item</b>	<b>Daily Rates Rs.</b>	<b>Monthly Rate Rs.</b>
a.	Carry out daily sweeping of the surrounding streets and roads of the Residential Complex, Mosques, Schools and Water Point.		
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.		
<b>Sub – Total Rs.</b>			
<b>SST _____ @ Rs. As per prevailing rates</b>			
<b>Grand Total Rs.</b>			

**SCHEDULE / BOQ-“D”**  
**INSTALLATION OF BIO-METRIC SYSTEM**

Contractor shall be responsible to install **and maintain at the define location of PQA** a Bio-metric system comprising latest PC, printer, LCD including all accessories and liable to maintain the attendance of the Janitorial staff:

<b>Biometric Specification</b>	
Specification	Patented Live and Fake Finger Detection i.e. Optical sensor and logarithm must detect fake fingers (paper, film, silicon, rubber and gelatin etc)
	Ip65 Dust/Water Resistance
	PoE (Power on Ethernet)
	Customize Menu and Language Settings
	Min 500 users with Fingerprint Capacity must able to enrolled
	With LCD
	Data Communication TCP/IP, USB Port, Data Download
	Battery Backup in case of power Failure
	Builtin RFID Support
	RFID Card Option
Requirement	Biometric Attendance Management Software which will generate the Management Information System on the basis attendance Marked
	Data automatically called from Machine to connected system

**Note:** Installation charges (one time) and maintenance charges (per month) shall be mentioned specifically in the column mentioned below:

<b>S.No.</b>	<b>BIO METRIC SYSTEM</b>	<b>Amount</b>
01.	Installation Charges only one time.	
02.	Maintenance Charges on (Monthly basis)	
<b>Sub – Total Rs.</b>		
<b>SST _____ @ Rs. As per prevailing rates</b>		
<b>Grand Total Rs.</b>		

**PQA OFFICES / AREAS**  
**SCHEDULE / BOQ-“E”**  
**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 the basis as and when required by PQA on following rates:

- i) T-Junction to Main Check-post measuring linear distance of 10km and upto 40ft. either side of the road.
- ii) Jungle Cutting in PQA areas, where required as & when basis and refusal material be disposed off from PQA limits.
- iii) Cleaning of Nallah outside PQA Housing Complex and alongside PQA main access road and any other Nallah at PQA premises.
- iv) Cleaning of 10 Nos. of Soakage Pits and 02 Nos. of Cemented Pits located in PQA areas & Marginal Wharf area respectively, and keep the drain passages clear all the time.

<b>S. No.</b>	<b>Pay Item</b>	<b>Rate per Hour Basis</b>
a.	Dumper	
b.	Shovel	
c.	Mechanical Sweeper	
d.	Excavator	
e.	Tractor	
<b>SUB-TOTAL</b>		
<b>S. No.</b>	<b>Pay Item</b>	<b>Rate per day</b>
	Labour Charges	
<b>GRAND TOTAL</b>		

**MANDATORY INFORMATION  
TO BE FURNISHED  
BY THE BIDDER**

## ENGAGEMENT OF MANPOWER

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.	Area at Berth No. 01 and 02.		
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.	T-Juction Mor to Railway Bridge.		
n.	Main Road of Molasses Area upto EVTL		

## 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 Secretariat and DG (Finance) offices.		
b.	Admin Block-I.		
c.	Admin Block-II.		
d.	Admin Block-III.		
e.	TOB - I.		
f.	Telephone Exchange Building.		
g.	Stores Department.		
h.	Industrial Management Department		
i.	Main Check-post / Weighbridges.		
j.	Security & Immigration Check-posts.		
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.		



## 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, 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.		
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.		
e.	Sweeping of Staircases of all Residential Blocks.		

## ENGAGEMENT OF EQUIPMENT

Following information are required to be furnished by the Bidder:

<b>S.#</b>	<b>Name of Equipment</b>	<b>Size/Capacity</b>	<b>New/Used</b>	<b>Owned</b>	<b>On Hiring Basis</b>
1.	Shovel				
2.	Mechanical Sweeper				
3.	Excavator				
4.	Dumper				
5.	Tractor				

**LIST OF KEY PERSONNEL TO BE DEPUTED AT PQA SITES**

<b>S.#</b>	<b>Name of Person</b>	<b>Position</b>	<b>Assignment/ Responsibility at PQA Site</b>	<b>Contact No./ Address</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

**EVALUATION CRITERIA FOR SELECTION OF FIRMS / CONTRACTORS  
FOR CLEANING & SWEEPING SERVICES CONTRACT FOR PQA AREAS/  
OFFICES AND HOUSING COMPLEX**

**MANDATORY REQUIREMENTS (with supporting updated documents)**

- 1- Registration in Income Tax and Sindh Sales Tax Departments (SRB).
- 2- Verification for Active Tax Payer List (ATL) to be submitted.
- 3- Registration with EOBI/SESSI.
- 4- Installation of Biometric Attendance System

Note: (Non-provision of any one of above shall dis-qualify the firm)

S. #	REQUIREMENT (Supported by Documentary proof)	MAX. POINTS	POINTS OBTAINED																				
1.	<p><b><u>Experience of the firm in the field Work:-</u></b></p> <p>-----Similar nature Projects Completed for value of</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">i.</td> <td style="width: 40%;">Rs. 2.5 Million</td> <td style="width: 10%;">05 pts</td> <td style="width: 30%;"></td> </tr> <tr> <td>ii.</td> <td>Rs. 05 Million</td> <td>07 pts</td> <td></td> </tr> <tr> <td>iii.</td> <td>Rs. 10 Million</td> <td>08 pts</td> <td></td> </tr> <tr> <td>iv.</td> <td>Rs. 20 Million</td> <td>10 pts</td> <td></td> </tr> </table> <p>Note: work order &amp; completion certificate to be provided</p>	i.	Rs. 2.5 Million	05 pts		ii.	Rs. 05 Million	07 pts		iii.	Rs. 10 Million	08 pts		iv.	Rs. 20 Million	10 pts		30					
i.	Rs. 2.5 Million	05 pts																					
ii.	Rs. 05 Million	07 pts																					
iii.	Rs. 10 Million	08 pts																					
iv.	Rs. 20 Million	10 pts																					
2.	<p><b><u>Professional Capability of the Company/firm:</u></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 2 Graduate or equal (2 points on edu &amp; 2 points on experience will be given on each).</li> <li><input type="checkbox"/> 2 Inter mediate (1.5 points on edu &amp; 1.5 points on experience will be given on each).</li> <li><input type="checkbox"/> 3 Matriculation (1 point on edu &amp; 1 point on experience will be given on each).</li> </ul>	20																					
3.	<p><b><u>Machinery / Equipment and Tools</u></b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 40%;">Shovel</td> <td style="width: 10%;">.....</td> <td style="width: 30%;">04 pts</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Mechanical Sweeper</td> <td>.....</td> <td>04 pts</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Excavator</td> <td>.....</td> <td>04 pts</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Dumper</td> <td>.....</td> <td>04 pts</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Tractor</td> <td>.....</td> <td>04 pts</td> </tr> </table> <p><b>Note:</b> (The equipment owned will be given maximum points. The hired equipment will be given only 40% marks. Documentary proof in respect of both cases required (ownership in name of company). Committee may inspect the equipment / machinery).</p>	<input type="checkbox"/>	Shovel	.....	04 pts	<input type="checkbox"/>	Mechanical Sweeper	.....	04 pts	<input type="checkbox"/>	Excavator	.....	04 pts	<input type="checkbox"/>	Dumper	.....	04 pts	<input type="checkbox"/>	Tractor	.....	04 pts	20	
<input type="checkbox"/>	Shovel	.....	04 pts																				
<input type="checkbox"/>	Mechanical Sweeper	.....	04 pts																				
<input type="checkbox"/>	Excavator	.....	04 pts																				
<input type="checkbox"/>	Dumper	.....	04 pts																				
<input type="checkbox"/>	Tractor	.....	04 pts																				
4.	<p><b><u>Financial Soundness</u></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Certificate of Financial soundness from a scheduled Bank. Last 03 years Bank Statement (5 points for each year)</li> <li><input type="checkbox"/> Each year worth, more than Rs. 5 Million</li> </ul>	15																					
5.	<p><b><u>Income Tax Return</u></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Income tax return of last three years showing amount of tax deducted (5 points for each year)</li> </ul>	15																					
	<b>TOTAL</b>	<b>100</b>																					

**Note-1: The minimum points to qualify are 65**

**Note-2: All documents shall be verified with original documents.**