TENDER DOCUMENT

FOR

Procurement of Janitorial Services for SMEDA Sindh Office 2026-28

(National Competitive Bidding)

Small & Medium Enterprises Development Authority (SMEDA)

Tender No.: SMEDA/OM-RO/025

Issued on January 7, 2026

General Manager – Outsourcing Management Division
(Procuring Division: Regional Operations)
4TH FLOOR, BUILDING NO. 3, AIWAN E IQBAL COMPLEX,
EGERTON ROAD, LAHORE
Tel: 042-111-111-456

SECTION I: INVITATION TO e-BIDS

Tender Notice No. SMEDA/OM-RO/014

REQUEST FOR BIDS

1. SMEDA has reserved funds for the procurement planned for the financial years 2025-26 and 2027-28. SMEDA intends to apply part of the proceeds of this fund to cover eligible payments under the contract for the procurement of Janitorial Services for its Regional Office Sindh.

2. SMEDA invites electronic bids from eligible Bidders registered on EPADS for provision of said services.

3. Single Stage One Envelop (SSOE) Method of Procurement in terms of Clause 36(a) will be used in line with the Public Procurement Rules, 2004, Regulations and Instructions issued by the Authority (from time to time) by using Least Cost Basis Techniques for said procurement.

4. All Bids must be accompanied by a Bid Securing Declaration on non-judicial paper minimum of Rs.100/- on the prescribed format.

5. E-Bidding documents, as per regulations, containing detailed terms & conditions, specifications and requirements etc. are available on E-Pak Acquisition & Disposal System (EPADS) at (www.eprocure.gov.pk, www.smeda.org.pk and www.ppra.gov.pk)

6. The electronic bids prepared in accordance with the instructions in the e-Bidding documents must be submitted by through EPADS on or before 12:00 PM, January 23, 2026. Electronic bids will be opened on the same day at 12:30 PM on www.eprocure.gov.pk. Manual submission of bids shall not be entertained.

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

General Manager – Outsourcing Management Division
(Procuring Division: Regional Operations Division)
Small and Medium Enterprises Development Authority
4th Floor, Building No.3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Pakistan
Tel: +92 42 111-111- 456 website (www.smeda.org)

SECTION II: INSTRUCTION TO BIDDERS (ITB)

A. Introduction

1. Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids for the provision of Non-consultancy Services as specified in BDS and **in Section IV – Eligibility Criteria & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **Section IV**. *SSOE* procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

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

3. Eligible Bidders

3.1 1) A Bidder is eligible to participate in a procurement process if the bidder:

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

(b) has the legal capacity to enter into a procurement contract;

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

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

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

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

(i) its professional conduct; or

(ii) a bidder (or in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three

years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

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

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

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

(a) discriminates against or among a bidder or against categories of bidders; or

(b) is not required for the performance of the procurement contract; or

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

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

(6) In the case of a joint venture, consortium, or association, all members shall be jointly and severely liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS, who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

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

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

criteria in the BDS.

(9) No bidder can be a sub-contractor while submitting a bid individually or as a member of a JV in the same bidding process.

B. Bidding Documents

4. Contents of Standard Bidding Document

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

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Eligibility Criteria and Schedule of Requirements,
Section V Bidding Forms
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

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

5. Clarifications

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

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

Responses to requests for clarification shall be communicated simultaneously, through EPADS, to all bidders participating in the procurement proceedings.

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

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

5.3 Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 6.**

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

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

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

a) Eligibility criteria;
b) required scope of work or specifications;
c) all securities requirements;
d) tax requirements;
e) terms and conditions of bidding documents; and
f) change in the ranking of the bidders.

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

6. Amendment of Bidding documents

6.1 Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a

		clarification requested by a prospective bidder may modify the bidding documents by issuing addendum.
	6.2	Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 6.1** shall be uploaded on EPADS as well as Authority's website**.** The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**: Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.
	6.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids**:** Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

7. Documents Constituting the Bids	7.1	The bids prepared by the bidders shall constitute the following components: - a) Forms of bid and Bid Prices completed in accordance with **ITB 10 and 11;** b) Documentary evidence established in accordance with **ITB 8** that services to be provided by the bidder are eligible services, and conform to the bidding documents; c) Documentary evidence established in accordance with **ITB 9** that the bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with **ITB 9.3** that the bidder has been authorized to provide the services; e) Bids Securing Declaration furnished in accordance with **ITB 14;** and f) Any other document required in the **BDS**.
8. Documents Establishing Eligibility of the Services and Conformity to bidding documents	8.1	To establish the conformity of the provision of Janitorial Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.
	8.2	Standards for the provision of the Janitorial Services are intended to be descriptive only and not restrictive.

9. Documents Establishing Eligibility and Qualification of the Bidder	9.1	Pursuant to **ITB 8,** the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.
	9.2	The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid.
	9.3	The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency.
10. Form of Bid	10.1	The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
11. Bids Prices	11.1	The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.
	11.2	All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.
	11.3	The Bid price to be quoted in the Forms of Bid in accordance with **ITB 10** shall be the total price of the bid, excluding any discounts offered.
	11.4	The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.
	11.5	Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non- responsive and shall be rejected.
12. Bids Currencies	12.1	The bid shall be quoted in Pakistani Rupees.
13. Bid Validity Period	13.1	Bid(s) shall remain valid for the period specified in the **BDS** after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring

Agency as non-responsive**.** The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid securing declaration.

14. Bid Securing Declaration

14.1 The bidder shall furnish as part of its bid, Bid Securing Declaration on the format provided in **Section V (Bid Forms)** The scanned copy of the Bid Securing Declaration shall be uploaded in the EPADS while submitting bid.

14.2 The Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the Blacklisting of bidder, pursuant to **ITB 14.3**

14.3 The Bid Securing Declaration may be executed:

a) if a bidder:

i) withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the

bidder in the Forms of Bid, except as provided for in the ITBs; or

ii) does not accept the correction of errors pursuant to **ITB 23;** or

b) in the case of a successful bidder fails:

i) to sign the contract in accordance with **ITB 32**; or

ii) to furnish Performance Guarantee in accordance with **ITB 33.**

14.4 The bid securing declaration shall be valid for a period specified in **BDS.**

15. Alternative Bids by Bidders

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

16. Withdrawal, Substitution, and Modification of Bids

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

17. Format and Signing of Bids

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

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

D. Submission of Bids

18. Submission of Bids through EPADS before Dead deadline

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

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

E. Opening and Evaluation of Bids

19. Opening of Bids

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

19.2 The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid

security, if required; and (d) any other details as the procuring agency may consider appropriate.

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

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

20. Confidentiality

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

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

21. Preliminary Examination of Bids

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

a) meets the eligibility criteria defined in **ITB 3**;
b) has been prepared as per the format and contents defined by the procuring agency in the bidding document;
c) is accompanied by the required securities; and
d) is substantially responsive to the requirements of the bidding document.

21.2 The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

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

22. Examination of Terms and Conditions, Technical Evaluation

22.1 The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Section IV – Eligibility Criteria and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

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

23. Correction of Errors

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

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

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

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

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

23.2 The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14.**

24. Evaluation of Bids

24.1 The procuring agency shall evaluate and compare only those bids determined to be substantially responsive, pursuant to **ITB 21.**

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

25. Determination of Most Advantageous Bids

25.1 Selection technique will be adopted for determining the most advantageous bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

26. Abnormally Low Financial Bids

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

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

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

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

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

F. Award of Contract

27. Criteria of Award

27.1 The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Most Advantageous Bidder.

28. Procuring Agency's Right to reject All Bids

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

28.2 Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring

agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

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

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

30. Notification of Award

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

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

30.3 The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 32** and signing of the contract in accordance with **ITB 31.**

31. Signing of Contract

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

32. Performance Guarantee

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

32.2 Failure of the successful bidder to comply with the requirement of **ITB 32.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

33. Arbitration	33.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.
34. Corrupt & Fraudulent Practices	34.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

35. Constitution of Grievance Redressal	35.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization, on EPADS, to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
36. GRC Procedure	36.1	Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

37. Procedure for Blacklisting/Debarment	37.1	The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement Rules, 2004, Mechanism for Blacklisting, Debarment Regulations, 2024 and "procedure for filling and disposal of review petition under rule-19 (3), 2021.

SECTION III: BIDS DATA SHEET (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
1.	**1.1**	Name of Procuring Agency: Small & Medium Enterprises Development Authority (SMEDA) The subject of procurement is: Provision of Janitorial Services for SMEDA Sindh Tender No. SMEDA/OM-RO/025 Method of Procurement: SSOE Period of Services: 2 Years Estimated Cost for Two Years: Rs. 3.0 Million The budget allocation shall be made in current budget estimates for each financial year. Expected commencement date for Provision of Services: Promptly after notification of award and signing of the contract within given time
2.	**2.1**	Financial year for the operations of the Procuring Agency: FY 2025-26 to 2027-28 Tender No. SMEDA/OM-RO/025 Budget provision shall be made annually in the budget estimates for respective financial years.
		B. Bidding documents
4.	**6.2**	Any addendum, in case issued, shall be published on SMEDA website www.smeda.org.pk and on EPADS.
6.	**9.3**	The eligibility and evaluation criteria to establish the capability of the bidder is given in Section IV of this tender document.
		C. Preparation of Bids
8.	**12.1**	Currency of the Bids shall be in Pak Rupees
9.	**13.1**	The Bid Validity period shall be 120 days
12.	**14.6**	The Bids securing Declaration shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 120 days so the declaration shall be valid for 120+28 = 148 days.

C. Submission of Bids

14.	**18.1**	Bid shall be submitted online on EPADS. Scanned copy of Bid Securing Declaration shall be uploaded on EPADS. The deadline for Bids submission is a) Day*:* Friday b) Date*:* January 23, 2026 c) Time*:* 12:00 pm

D.Opening and Evaluation of Bids

15.	**19.1**	The Bids opening shall take place, through EPADS at SMEDA 4th Floor, Building No. 3, Aiwan-e-Iqbal Complex Egerton Road, Lahore on: a) Day*:* Friday b) Date*:* January 23, 2026 c) Time*:* 12:30 pm
16.	**25 & 26.1**	Bids shall be evaluated in accordance with the method and procedure prescribed under **Section-IV** of bidding document.
17.	**30.1**	Procuring agency may increase or decrease the quantity up to up to 15% of the quantity specified in the bidding document
F. Award of Contract		
18.	**28-33**	The Performance guarantee shall be 5 percent of the Contract Price. The Performance Guarantee shall be acceptable in the form of Bank Guarantee/Pay Order/Demand Draft in favor of SMEDA, guaranteed by any scheduled bank, declared as such on the website of SBP within a period of 14 days after the receipt of letter of acceptance. The successful bidder shall sign agreement as per Section IX within 15 days of signing of letter of acceptance. The cost of complying with this requirement shall be borne by the successful bidder. Undertaking on non-judicial paper of Rs.100/- stating declaration for observance of Minimum Wage Rates for the time being in force. The successful bidder will be responsible for all taxes and duties in accordance with applicable laws.
19.	**35.1**	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

20.	**37**	Grievance shall be submitted on the dedicated module of EPADS

SECTION IV: ELIGIBILITY CRITERIA & SCHEDULE OF REQUIREMENT

A. Eligibility Criteria

a. Eligibility Criteria / Technical Evaluation

i. Must have registration with relevant Government agency.
ii. Minimum 3 years of relevant experience.
iii. Income Tax & GST registration with FBR & Provincial Sales Tax Department.
iv. Must be on Active Taxpayer List (ATL) of FBR.
v. Firm/company must not be debarred at any forum of public sector institution in Pakistan or blacklisted by the Authority.
vi. Financial stability of the firm/company having at least average annual turnover of Rs. 500,000/- in last 3 years.
vii. Must have served 5 Clients during last three years in Government / Banking / Private Sector (award letter/completion certificates/reference letter duly singed by relevant institutions must be attached)
viii. Bid Securing Declaration on prescribed format.

b. Mandatory Documentary evidence to prove eligibility of the prospective bidders:

Documentary evidence shall be integral part for assessing eligibility of the prospective bidders. The following documentary evidence shall be required to prove eligibility:

i. Copy of registration certificate with relevant Government Authority.
ii. Copies of Income Tax and Sales Tax registration with FBR and Provincial Sales Tax Department.
iii. Copy of proof of ATL of FBR.
iv. Copies of Audited Financial Statements/Bank Statement/Income Tax Returns of last three years.
v. List of clients in Government/banking/private sector in last three years (copies of award letter/completion certificates/reference letter duly singed by relevant institutions must be attached).
vi. Undertaking on non-judicial stamp paper of minimum value of Rs.100/- to the effect that the firm/company has read and understood Blacklisting Policy of SMEDA 2023 and the firm/company is not debarred at any forum of public sector institution in Pakistan or blacklisted by the Authority.
vii. Bid Securing Declaration, on non-judicial stamp paper of minimum value of Rs.100/- on prescribed format.

c. Financial Bid:

The bidder shall observe the following instructions before quoting his financial bid as per form annexed.

i. Financial evaluation shall be done on "Least Cost Basis" *as "Single Stage One Envelop Method"* as compared amongst financial bids quoted by eligible bidders.
ii. Minimum wages of janitorial staff (inclusive of all taxes etc.) shall be as per minimum wage rates for the time being in force by the respective Provincial Government.
iii. The prospective bidder shall quote lumpsum amount inclusive of all taxes and also including minimum wages of janitorial staff in accordance with minimum wage rates for the time being in force in said Provincial Government and cost of supplies and material as per Schedule of Requirement.

B. Schedule of Requirements

1. **Responsibilities of Contractor**
   i. Firm/company shall provide Police Clearance Certificate and Medical Certificate of the staff provided to procuring agency.
   ii. The bidder shall provide the names, address, age and valid CNIC of the workers to be deployed at SMEDA office.
   iii. The bidder shall be responsible for maintaining a completely clean and pleasant premises including but not limited to outdoor building(s), corridors, admin block, lawns, sewers and all uncovered areas including entrance road, staff offices, and any other area as required by the Procuring Agency.
   iv. The bidder shall be responsible for maintenance of inventory of all cleaning supplies and sufficient quantity should be available. Depletion in stock will not be acceptable. In case of depletion, the consumables will be procured at the cost & expense of the bidder.
   v. The firm must abide by the prevailing labour laws including but not limited to Minimum wages. The Procuring Agency reserves the right to seek proof if the same is being paid to the janitors, the failure of which can lead to the Termination of the Contract.
   vi. The firm must provide uniform kits, shoes, identification cards; personal protective equipment etc. to its entire staff deployed at SMEDA Office and ensure proper maintenance of it. Each uniform set will comprise of shirt and loose trousers. All staff would be required to be in clean uniform at all times.
   vii. Waste management shall be as per SOPs as communicated by the Procuring Agency.
   viii. All cleaning services will be ensured to be up to the standard of Government requirements.

2. **Responsibilities of Procuring Agency**
   i. Facilitate the contractor in smooth provision of services.
   ii. Periodical performance monitoring of the bidder.
   iii. Timely payment of invoices after generation of monthly report.
   iv. Payment will be made on monthly basis and the Contractor shall provide all necessary supporting documents along with invoice. The invoices will be verified by the concerned person of SMEDA office before payment.
   v. All payments shall be subject to all taxes, fees, duties and levies applicable under the laws of Government of Pakistan and clearance of all losses, damages and claims.
   vi. Provide office space/ storage for inventory and machinery and miscellaneous tasks by the bidder.

3. **Detail of Staff Required:**
   Office boys/tea boys 2

4. **Detail of cleaning supplies material:**

SR #.	CLEANING SUPPLIES REQUIRED	MONTHLY REQUIRED QUANTITY
1	Phenyl ordinary (3 Liter Pack)	1
2	Dish wash bar/liquid 900 gm. Pack	1
3	Bansi Brooms	2
4	Wipers	1

5	Flower brooms	2
6	Floor Mops Dry / Wet	1/1
7	Hand wash soap/liquid	3
8	Acid	4
9	Drain opener	2
10	Liquid Bleach (Per K.g)	2
11	Jala sticks	1
12	Furniture dusters	2
13	Glint spray	2
14	Toilet cleaning agents	2
15	Air Freshener	2
16	washrooms Brushes	3
17	Tissue boxes	6
18	Tissue rolls	20
19	Insect killer Kobra / Mortin Fly Killer or equivalent	2
20	Hand sanitizer liquid with wall mounting container (20 containers)	1 Large Bottle
21	Glass Cleaning Kits	2
22	Lemon Oil Fragrance	1
23	Disposable hand wash paper- towels	16
24	Shopper for waste bin	2 Packs (48 piece)
25	Soap	4
26	Flit Oil	1

Note: The contractor shall have to maintain the quality and quantity of consumable/material.

5. Specifications of Services to be Provided

Description of services	Frequency			
	Daily	Weekly	Monthly	Quarterly
Toilets/ ablution Area. Sweep/ Mop and Scrub Floors utilizing a Cleaner/ Disinfectant. All surfaces shall be dry and the Corners clean.	X			
Clean all Fixtures, Metal Chrome Surfaces, Doorplates, Water Closets, Bowl Urinals, Washbasins, Mirrors, Waste Receptacles, Shelving, Dispensers and Wall Surfaces Utilizing a Cleaner/ Disinfectant.	X			
Office Space Main Entrance, Main Lobbies & Corridors.	X			
Empty Trash Containers	X			
Damp Mop all Floors.	X			
Clean all sides of Entrance Door Glass and Glass Surrounding Entrance Doors Handrails.		X		
Mop Areas near Entrances and in Corridors up to Four Times Per Day that become Wet and Dirty due to Foot Traffic	X			
Motorcycle and Car Parking Stand	X			
Main Gate, Parking Area, Iron Fences at Ground Floor (Outside the Building).	X			
Outside surrounding fence area	X			
Cleaning of Water Tanks.				X

Clean Metal Door Knobs; Push Bars, Thresholds, Kick Plates and Others Metal Surfaces; Clean Doors and other Wooden Surfaces; Clean Spots and Marks Off Walls.	X			
Complete Spray Insect killer spray (General & for plants)		X		
Scrubbing & Polishing where required			X	
Roof Top Cleaning			X	
Bathroom cleaning and washing etc.	X			
Provision of hand wash liquid	X			
Fumigation and spray etc. against dengue & Covid-19				X
Anti-rodents spray activity				X
For flying and crawling insect in all building areas.			X	
Plants and grass cutting, fertilizer, plants protect and plants insect killer spray.		When required		
Seasonal flowers			When required	

SECTION V: BIDDING FORMS

Bids Forms
Bids Submission Sheet

Date: _

Tender No.: SMEDA/OM-RO/025

To:
General Manager
Outsourcing Management Division
SMEDA

We, the undersigned, declare that:

(a) We have examined and have no reservations to the bidding document, including Addenda No.:_____;

(b) We offer to provide the requited Services in conformity with the bidding document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services: _____;

(c) Our Bids shall be valid for a period of_____days from the date fixed for the Bids submission deadline in accordance with the bidding document, andit shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bids is accepted, we commit to submit a Performance Guarantee in the amount of five Percent of the Contract Price for the due performance of the Contract;

(e) The rates quoted by us are fixed and valid for 120 and binding upon us for the entire period of the contract and period of extension.

(f) We are not participating, as Bidders, in more than one Bids in this Bidding process, other than alternative offers in accordance with the bidding document;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, have not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan or international financial organization/ foreign country.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bids for and on behalf of _____

_____

UNDERTAKING REGARDING NOT BEING BLACKLISTED

(Printed and signed on Rs 100 stamp paper)

Date DD-MM-YYYY

To,

General Manager Outsourcing Management - SMEDA
4th Floor, Building No. 3, Aiwan e Iqbal
Complex, Egerton Road, Lahore
Tel: 042-111-111-456

Dear Sir,

Subject: **UNDERTAKING REGARDING NOT BEING BLACKLISTED**

It is hereby declared that **[Organization Name]** is/are neither debarred by any government institution nor blacklisted by the Authority.

That SMEDA Blacklisting Policy 2023 as available at www.smeda.org and its provisions have been read and accepted as a part and parcel of the biding documents/contract.

Authorized Person

Name:

Designation:

Signature: _____

Organization / Company Seal:

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*
No.: *[number of Bidding process]*

To: Small & Medium Enterprises Development Authority (SMEDA)

We, the undersigned, declare that:

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

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

(a) have withdrawn our Bid during the period of Bid validity specified in the Bid Submission Sheet/Letter of Bid or

(b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder**
_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____,
_____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Financial Bids Forms

Financial Bids Submission Form

{Location, Date}

To:
Small & Medium Enterprises Development Authority (SMEDA)
4th Floor, Building No. 3, Aiwan-e-Iqbal Complex
Egerton Road, Lahore.

Dear Sir:

We, the undersigned, offer to provide Janitorial Services for SMEDA Regional Office Sindh, Karachi in accordance with your Request for Bids dated [Insert Date]

Our attached Financial Bids is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including"] of all applicable taxes.*

Our Financial Bids shall be fixed and remain valid for the duration of the contract and extension period of the contract

We understand you are not bound to accept any Bids you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
E-mail:_____

Price Schedule

Financial Quotation Form

Company Name: _____

Company Address: _____

_____

Authorized Person Name:_____ (Attach dully signed Authority Letter)

Designation: _____

GST/NTN/PST No._____ **Contact Person Cell #**_____

Sr.	No. of Staff	Rate Per Person with Material (including all applicable taxes)	Total Cost Per Month (including all taxes)	Total Cost for Two Years (including all taxes)
1	2			

Dated

Signature/Stamp:_____

Note:

i) The price quoted shall be in Pak Rupees i.e. inclusive of all applicable taxes.

Total Amount of bid for Two Years in Figures----------

Total Amount of bid for Two Years in Words----------

Signatures of authorized person:----------

SECTION VI: GENERAL CONDITIONS OF CONTRACT

General Conditions of the Contract

A. General	
1. Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated (a) "Applicable Law" means the laws and any other instruments having the force of law in Pakistan. (b) "The Contract" means an agreement enforceable by law; (c) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations; (d) "The Services" means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor's Bid; (e) "GCC" means the General Conditions of Contract contained in this section; (f) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; (g) "Day" means calendar day unless indicated otherwise; (h) "Effective Date" means the date on which this Contract comes into force and effect; (i) "The Contractor" means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency; (j) "The Project Site," where applicable, means the place or places named in Bid Data Sheet; (k) "Government" means the Government of Pakistan; (l) "Local Currency" means the currency of Pakistan; (m) "In Writing" means communicated in written form with proof of receipt;

	(o) "Completion Date" means the date of completion of the Services by the Contractor as certified by the Procuring Agency; (p) "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them; (q) "Service" means any object of procurement other than goods or works; (r) "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law	2.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
3. Language	3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language.**
4. Notices	4.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or some other authorized electronic means to such Party at the address specified in the **SCC**.
5. Location	5.1 The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**
6.Authorized Representatives / Authority of Member in charge	6.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

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

7. Effectiveness of Contract	7.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**
8. Commencement of Services	8.1 The Contractor shall confirm to carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. Program schedule	9.1 Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
10. Starting Date/Expiration Date	10.1 The Contractor shall start carrying out the Services Seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.** 10.2 Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. Entire Agreement	11.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
12. Modification	12.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party. 12.2 In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.
13. Force Majeure	13.1 **Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. 13.2 **No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. 13.3 **Extension of Time** Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. 13.4 **Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract.

14. Termination	14.1 **By the Procuring Agency** The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension; (b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings; (d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; 14.2 **By the Contractor** The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (a) If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue; (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration; (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such

	longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General	15.1 **Standard of Performance** i. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties; 15.2 **Law Applicable to Services** The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan.
16. Conflict of Interests	16.1 **Contractor Not to Benefit from Commissions and Discounts** The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration. 16.2 **Contractor and Affiliates Not to be Otherwise Interested in Project** The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any

	continuation thereof) for any project resulting from or closely related to the Services. 16.3 **Prohibition of Conflicting Activities** Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities in Pakistan which would conflict with the activities assigned to them under this Contract;
17. Contractor's Actions Requiring Procuring Agency's Prior Approval	17.1 The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions: (a) appointing such members of the Personnel not provided by the Contractor; (b) changing the Program of activities; and (c) any other action that may be specified in the **SCC.**
18. Performance Guarantee	18.1 Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.** 18.2 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 18.3 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**. 18.4 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**
19. Sustainable Procurement	19.1 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Obligations of the Procuring Agency

20. Change in the Applicable Law	20.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

E. Payments to the Contractor

21. Contract Price	21.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.
22. Terms and Conditions of Payment	22.1 Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.
23. Quality Control Identifying Defects	23.1 The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities.
24. Settlement of Disputes Amicable Settlement	24.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
25. Dispute Settlement	**Arbitration** 25.1 If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party. 25.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 25.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. 25.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations

	under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

SECTION VII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 2	**Applicable/Governing Law:** The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
GCC 3	**Language:** The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**
GCC 4	**Notices:** **The addresses for the notices are:** The Procuring Agency: SMEDA Sindh Office 5th Floor, Bahria Complex II, Near MT Khan Road, Karachi Tel: 021-111-111-456 The Contractor/ Service Provider: [Name, address and telephone number]. The Contractor/ Bidder's Representative(s) [Name, address, telephone number and e-mail address]
GCC 5.1	**Location** The services shall be performed at; SMEDA Sindh Office 5th Floor, Bahria Complex II, Near MT Khan Road, Karachi
GCC 6.1	**The Authorized Representatives are:** **For the Procuring Agency:** **Name: Zeeshan Ahmed** **Address:** SMEDA Sindh Office 5th Floor, Bahria Complex II, Near MT Khan Road, Karachi **For the Contractor:** **Name: ……** **Designation: ……..** **Address: ……..**
GCC 7	**Effectiveness of the contract** The Contractor shall be effective within seven (07) days from the date of signature of the Contract by both parties

GCC 8	**Commencement of Services:** The Contractor shall provide Janitorial Services from the effective date of contract.
GCC 10.2	**Expiration of Contract:** The time period shall be 2 years from effective date of the contract.

GCC 14	**Termination:** In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Non-Consultancy Services till the time of alternate arrangements.
GCC 16	**Conflict of Interest:** The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC 17.
GCC 18	**Performance Guarantee:** The amount of performance guarantee shall be *5% of the contract price* Pakistan Currency in the form Bank Guarantee/Demand Draft/ Pay Order in favor of the *SMEDA*.
GCC 22	**Payment terms:** Payment will be made to the contractor in equal installment of contractual price, on monthly basis, against the procured services according to the actual invoice submitted by the contractor, duly verified by officer incharge, against the services provided.
GCC 25	**Guidance for Dispute Resolution:** i. If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days

	following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language. iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion, however, the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the contractor any monies due to the Contractor. **Arbitrator's fee:** The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties. **Appointing Authority for Arbitrator:** By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Sindh High Court for appointment of sole arbitrator. The Chief Justice SHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties. **Rules of procedure for arbitration proceedings:** Any dispute between the Authority and a contractor who is a national of the Islamic Republic of Pakistan arising in connection

	with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however, above provision shall prevail in referring the case to the Arbitrator. **Place of Arbitration and Award:** The arbitration shall be conducted in English language and place of arbitration shall be at Karachi. The award of the arbitrator shall be final and shall be binding on the parties.

SECTION VIII: CONTRACT FORMS

Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

To: *[name and address of the Supplier/Contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *Procurement of Janitorial Services for SMEDA Sindh Office 2026-28 and SMEDA/OM-RO/025, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] in Pakistan Rupees*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority],* to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **SCC 25.**

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fifteen (15).

You are hereby required to furnish the Performance Guarantee in the form and the amount stipulated in the Special Conditions of the Contract within a period of fifteen (15) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

Form of Contract

THIS AGREEMENT made the _____ day of _____ 20_____ between "Small & Medium Enterprises Development Authority (SMEDA)" of the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of Janitorial Services and has accepted a Bids by the Bidder for the provision of said Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

    (a) Special Conditions of Contract;
    (b) General Conditions of the Contract;
    (c) Schedule of Requirements;
    (d) This form of Contract;
    (e) Any other requirement under any law of Government of Pakistan for time being in force, relevant to this contract

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

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

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

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

Witness to the signatures of the Procuring Agency:
……

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

Witness to the signatures of the Contractor:
……

Performance Guarantee Form

To: *Small & Medium Enterprises Development Authority (SMEDA)*

WHEREAS *[name of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Janitorial Services (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

Undertaking for Minimum Wages to Janitorial Staff

Respected Sir,

It is undertaken that M/s. _____ is currently practicing the under mentioned human resource policy and also will continue to practice the same in future under the contract named "Provision of Janitorial Services for SMEDA Regional Office Sindh." Any non-compliance in below mentioned shall be headed towards the breach of contract.

1. Provision of minimum wages as notified by the Government of Sindh applicable for the period of Contract.
2. Child Labour is forbidden under the contract. Children under the age of 18 years will not be employed, as per the Pakistani Law.
3. Our firm NTN number is _____ and it was established in _____.

Note: All terms and conditions are accepted as laid down in the tender document.

Regards

Mr. _____
M/s_____

Note: This may be printed on stamp paper of minimum value of Rs.100/-.