

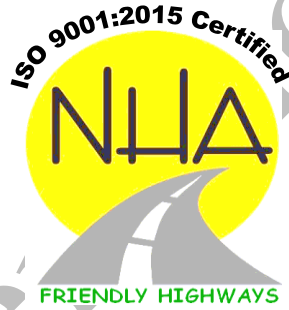
**Price (Rs. 500/-)**

**Document No: (2022/.....)**

# **BIDDING DOCUMENTS**

**FOR**

**JANITORIAL AND OTHER SERVICES REQUIRED  
FOR NHA REGIONAL OFFICE M-4 FAISALABAD & ITS  
SUBORDINATE OFFICES (GHARTAL CAMP, TOBA TEK  
SINGH, SHORKOT & KHANEWAL)**



**NATIONAL HIGHWAY AUTHORITY  
MINISTRY OF COMMUNICATIONS  
GOVERNMENT OF PAKISTAN**

**General Manager (Maintenance) M-4  
NHA Regional Complex, Kamalpur Interchange,  
Sargodha Road Faisalabad  
Phone: 041-8459604, Fax: 041-8459602**

**INDEX OF BIDDING DOCUMENTS**

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**INSTRUCTIONS TO THE BIDDERS**

1. Sealed bids are invited for providing under-mentioned manpower alongwith material and equipment for Janitorial and other required services in & around boundary of Regional Office, M-4, NHA Faisalabad & its subordinate offices (Ghartal Camp, Toba Tek Singh, Shorkot & Khanewal): -

No	Category	Number
i.	Sweepers/Cleaners	10
ii.	Gardeners /Mali	08
iii.	Imam Masjid	01
iv.	Electrician	01
v.	Generator Operator/Helper	01
<b>Total Manpower</b>		<b>21</b>
Hygienic material and equipment required for cleaning, sweeping, etc, at the cost of at least Rs. 25,000/- per month.		

2. Initial contract period will be for 01x year extendable as per law with mutual consent subject to satisfactory performance of the contractor.

3. The interested Bidders are required to carefully read the Conditions of Contract (**Appendix-C**) and all the contents of complete Bid Documents. Bidders are required to submit the price bid along-with Technical Bids for Qualification.

4. Price Bid along-with Technical Bids (Qualification Documents) sealed in separate envelops should be submitted in NHA Regional Complex, Kamalpur Interchange, Sargodha Road, Faisalabad **on 06 October,2022 until 11:00 hours**. Envelope containing qualification documents marked as **Technical Bid** and company name & work, will be opened **on the same day at 11:30 hours**, while the second envelope containing the **Price Bid** will be opened later, for which technically qualified bidders will be communicated after evaluation of Technical bids. The Price Bids of the bidders, who failed to qualify, will be returned un-opened.

5. Bidders shall provide the required information supported with documentary evidence in the Technical Bid Application Form (**Appendix-A**). The Bidders fulfilling the following criteria will be qualified during Technical Evaluation: -

- a. Must provide valid NTN, GST and PST Registration Numbers with status "Active". (Attach copies).
- b. Must provide valid registration number of EOBI. (Attach copy).
- c. Bid Security amounting to Rs. 50,000/- (Refundable) in shape of Bank Draft/Pay Order in favour of Titled **National Highway Authority, RMA security deposit & retention money account** should be attached and submitted alongwith the Technical Bids (Qualification Documents).

6. Bidders/firms failing to comply with any or all of the above mentioned criteria will be liable for technical disqualification.

7. Bidders shall provide priced bid rate per person per month in the Marginal Analysis of Priced Bid Application Form (**Page-01 of Appendix-B**) and total Price Bid per Month including all costs and expenses (i.e, salaries of contractor's staff, hygienic material, equipment, etc) in the Price Bid Application Form (**Page-02 of Appendix-B**). The quoted bid amount shall be inclusive of all taxes, costs, expenses, etc.

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8. The price bid should be quoted keeping in view the minimum wages and all applicable Federal / Provincial / Local Governments Taxes, levies, etc. The residential accommodation, pick & drop at place of duty will be the sole responsibility of contractor at its own cost without such cost to NHA. Any such payments that may become applicable shall be paid solely by the contractor.

9. The contractor shall provide Performance Security / Guarantee to National Highway Authority (NHA). The said security shall be furnished or caused to be furnished by the Contractor within **15 days** after receipt of the letter of Acceptance. The Performance Security / Guarantee shall be of an amount **equal to 5% of the Contract Price** stated in the letter of Acceptance. Such Security shall be in the form of bank guarantee from any Scheduled Bank in Pakistan. If successful bidder fails to furnish the Performance Security, his Bid Security shall be forfeited in favor of NHA and will be blacklisted for participation in any future bidding process of NHA.

10. The successful bidder shall, at the time of signing of contract agreement, provide the assurance in the form of affidavit on judicial stamp paper duly attested by Notary Public for payment of salaries not less than minimum wages for 08 hours per day as notified by the Government of Pakistan and Government of the Punjab.

11. An Indemnity bond (**Appendix-D**) on Stamp Paper of Rs. 500/- (at least) shall be executed by the Contractor. The successful bidder will enter into Contract Agreement with NHA on Judicial Stamp Paper (**Appendix-E**).

12. The Contractor will provide/deploy required number of manpower alongwith equipment & material with effect from the date of commencement which shall be communicated after acceptance of the bid. NHA has the right to increase or reduce the number of required manpower/personnel at the time of signing of contract agreement or at any later stage during execution of contract period (if required) as per the marginal analysis submitted by the bidder.

13. The contractor shall submit the detail and particulars of its manpower to NHA alongwith copies of CNIC's and their security clearances within one month of the date of commencement. Physical inspection of the deployed manpower of the contractor shall also be carried out by NHA. The contractor shall deploy the required manpower having minimum five (05) years' experience in relevant field. NHA may, if deemed necessary, interview any personnel before deployment for required services.

14. The deployed manpower of the contractor is to be placed on duty for not exceeding 08 hours' duty in 24 hours as per labour law. Deployment of manpower on double duty is strictly prohibited. The contractor will provide suitable reliever for each category of above required services without any additional charges / cost to NHA to cater unauthorized absence of any of the personnel from duty. Absentees will be replaced immediately by the contractor without any additional charges. Payment shall be made to the contractor on the basis of attendance of deployed manpower.

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**SEAL & SIGNATURE OF THE BIDDER**

**Appendix-A****TECHNICAL BID APPLICATION FORM (Page 01)**

1. Name of the Bidder : \_\_\_\_\_

2. Name of Owner : \_\_\_\_\_

3. CNIC No. of the owner : \_\_\_\_\_

4. Name of Authorized Representative (if any) : \_\_\_\_\_

5. CNIC No. of the Authorized Rep. : \_\_\_\_\_

6. Address of Head Office : \_\_\_\_\_  
\_\_\_\_\_

7. Mailing Address : \_\_\_\_\_  
\_\_\_\_\_

8. Telephone/Fax No. : Business: \_\_\_\_\_ Fax: \_\_\_\_\_

9. NTN Number : \_\_\_\_\_

10. GST Registration No. : \_\_\_\_\_

11. PST Registration No. : \_\_\_\_\_

12. EOBI Registration No. : \_\_\_\_\_

13. Bid Security : No. \_\_\_\_\_ Date: \_\_\_\_\_  
Amount (Rs.) \_\_\_\_\_  
Issued By: \_\_\_\_\_

**Bid Validity.** We agree to abide by this Bid for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

\_\_\_\_\_  
**SEAL & SIGNATURE OF THE BIDDER**

**Appendix-B****FINANCIAL / PRICED BID APPLICATION FORM (Page 1/2)****Marginal Analysis**

Description	Rate per person (in Rupees)				
	Sweeper/ Cleaner	Gardener/Mali	Imam Masjid	Electrician	Generator Operator/ Helper
Per month Salary for one person (Rs.) Not less than prevailing minimum wage rate (as per Punjab Gazette,2022)	25,000/-	25,911/-	30,089/-	28,253/-	27,583/-
Uniform					
EOBI					
Insurance					
Social Welfare (ESSI)					
Service Charges					
<b>Total Priced bid rate Per person per month (inclusive of all cost and all applicable taxes, levies, etc.)</b>					

**Note:** Attach relevant copies of Notifications of the Government of Pakistan and Government of the Punjab for minimum wage rates of above mentioned categories.

**SEAL & SIGNATURE OF THE BIDDER**

**Appendix-B****FINANCIAL/PRICED BID APPLICATION FORM (Page 2/2)**

1. Name of the Bidder : \_\_\_\_\_
2. Name of Owner of the Firm : \_\_\_\_\_
3. CNIC No. of the owner : \_\_\_\_\_
4. Mailing Address : \_\_\_\_\_  
\_\_\_\_\_
5. Telephone/Fax No. : Business: \_\_\_\_\_ Fax: \_\_\_\_\_

6. Priced Bid per month : **Price bid as per attached Marginal Analysis**

Description	Price Bid Rate per month (Rs.)	No. of personnel required	Total per month (Rs.)
Sweeper/Cleaner		10	
Gardener/Mali		08	
Imam Masjid		01	
Electrician		01	
Generator Operator/Helper		01	
Hygienic material/ equipment of minimum Rs. 25,000/- per month).			
<b>Grand Total of Price Bid per Month including Hygienic material/ equipment of minimum Rs. 25,000/- per month) (inclusive of all cost and all applicable taxes, levies, etc.)</b>	<b>In Figure:</b>	Rs. _____	
	<b>In words:</b>	Rupees _____	
		_____	

7. **Bid Validity.** We agree to abide by this Bid for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

\_\_\_\_\_  
**SEAL & SIGNATURE OF THE BIDDER**

**Appendix-C****CONDITIONS OF CONTRACT****SECTION 1****DEFINITIONS**

- 1.1 In the Contract (as hereinafter referred), the following words and expressions shall have the meaning hereby assigned to them except where the contract otherwise requires: -
- a. "Employer" means General Manager (Maint) M-4, National Highway Authority, Faisalabad.
  - b. "Contractor" means the Firm/Enterprise whose lowest bid is accepted by Employer.
  - c. "Employer Representative" means Assistant Director (Admin) M-4, NHA Faisalabad, who shall supervise the Service.
  - d. "Contract" means the Conditions of Contract including the agreement, Appendices and Addenda, if any.
  - e. "Contract Price" means the price to be paid for the performance of services in accordance with the agreement between the parties.
  - f. "Service" means the services to be performed by the Contractor at Regional Office M-4 Faisalabad & its subordinate office pursuant to this Contract.
  - g. "Personnel" means persons hired by the Contractor as employees and assigned to the performance of the services in respect of this Contract.
  - h. "Applicable Law" means the Laws and any other instruments having the force of Law in the Islamic Republic of Pakistan, as those may be issued and enforced from time to time.
  - i. "Day" means calendar day.

**SECTION 2****SCOPE OF SERVICES/TERMS OF REFERENCE (TOR)**

- 2.1 The Contractor shall be responsible for proper cleanliness in and around boundary of Regional Office, M-4, NHA Faisalabad & its subordinate offices (Ghartal Camp, Toba Tek Singh, Shorkot & Khanewal) as per the following terms and conditions: -

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**TERMS AND CONDITIONS**

- a. The Contractor shall provide under-mentioned manpower/personnel, material and equipment for Janitorial and other required Services: -

<b>No</b>	<b>Category</b>	<b>Number</b>
i.	Sweepers/Cleaners	10
ii.	Gardeners (Mali)	08
iii.	Imam Masjid	01
iv.	Electrician	01
v.	Generator Operator/Helper	01
<b>Total Manpower</b>		<b>21</b>
Hygienic material and equipment required for cleaning, sweeping, etc, at the cost of at least Rs. 25,000/- per month.		

- b. The Contractor shall provide the following material and equipments, at his own cost, necessarily & essentially required for cleaning, sweeping, etc, of Regional Office, M-4, NHA Faisalabad at the cost of at least Rs. 25,000/- (Rupees Twenty-five thousand only) per month and furnish receipt of purchase of cleaning material along with monthly invoice. The material shall be distributed after getting receipt from the Admn Section, NHA, Faisalabad:-

- i. All consumable material (i.e. detergent, acid, cleaner, phenyl, liquid soap, sweep, bleach, vim powder, air freshener for toilets, antiseptic spray, tissue rolls, liquid tins, glint brushes, cleaning cloth, dusters, etc).
- ii. All tools and equipment (i.e. mops, brooms, wipers, baskets, window wipers, dustpans, cobweb remover, scraper, ladder, brushes, gloves, scrubbing machines, wet & dry vacuum cleaner alongwith standard trolley, etc).

c. **SERVICES TO BE PROVIDED**

**DAILY SERVICES**

- i. Sweeping, cleaning and moping of floors, rooms, corridors /lobbies, carpets.
- ii. Washing and cleaning of all toilets commodes, urinals and wash basins with standard cleaning material.
- iii. Topping up of liquid soap, Toilet paper, Air Freshener, Phenyl Balls, etc.
- iv. General cleaning of Driveway and surrounding area.

**WEEKLY SERVICES**

Cleaning and dusting of all glass partition walls including Glass Windows with 'Glint' or any other approved quality glass cleaning detergent to keep them neat and shiny.

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**FORTNIGHTLY SERVICES**

Bathroom washing including their walls and Spraying disinfectants in the toilets urinals in order to kill all bad odorous.

**MONTHLY SERVICES**

- i. Cleaning doors, windows and A/C Diffusers.
- ii. Cleaning / Sweeping of roof top.

**HALF YEARLY SERVICES**

- i. Polishing all marble /tile flooring.
  - ii. Fumigation of the building.
- d. The sweepers so deployed shall be responsible to clean the entire premises of Regional Office, NHA Faisalabad and its subordinate offices (Ghartal Camp, Toba Tek Singh, Shorkot & Khanewal), all its offices/rooms/halls, conference room, wash rooms and all floors on daily basis. In addition to above, the sweepers shall wash the entire premises on weekly basis and ensure cleanliness of windowpanes, fans blades, tube lights, shades, sign boards, doors, partition, etc.
  - e. The sweepers so deployed shall keep office premises as well as all the bathrooms, toilets in clean, tidy & hygienic conditions and shall remove all garbage, solid waste etc, from NHA premises.
  - f. The Gardeners (Mali) shall be responsible for all due care of plants, trees, watering, grassy plots, beautification of plants & tress, cutting & trimming of plants & tress, etc, inside and around the boundary of Regional Office, Faisalabad and its subordinate offices.
  - g. The Electrician shall maintain electricity connection, intercom exchange, wiring, etc within NHA Regional Complex and shall report defects of electricity connections/ wiring requiring immediate attention of NHA/WAPDA. He shall assist the WAPDA staff as and when their services have been acquired by NHA. He shall ensure proper repair/maintenance of electricity items and shall maintain necessary stock of electricity repair instruments. He shall also maintain record of major electricity faults, repair/maintenance.
  - h. The Generator operator shall operate Generators as and when required during office hours and after office hours if required. He shall ensure proper repair/maintenance of the Generators and change of oil/oil filters in due course of time. He shall regularly check that functioning of the Generators are in good condition and shall immediately reports the defects etc, for necessary action. He shall secure the safety and security of the Generators.
  - i. The Imam Masjid Shall be available in NHA office Faisalabad for all working days for conducting/offering prayers including Namaz-e- Jumma.

**TIMING.**

1.Eight hours daily for seven working days. The deployed manpower in proper uniform shall start work half an hour before routine office timings or as desired by NHA office concerned.

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- ii. The contractor shall provide the required manpower, material and equipment without interruption. Detail of prevailing schedule of official working days can be obtained during office hours from Office of the Assistant Director (Admin) M-4, Regional Office, Faisalabad.
- k. The Contractor shall provide copies of CNICs and Security Clearance Certificate of its personnel from concerned Police Department within one month of the date of commencement. Frequent replacement of manpower will not be allowed.
- l. All the deployed personnel shall be employees of the Contractor and shall perform duties for NHA as per terms & conditions of the contract.
- m. NHA reserve the right to discontinue the services of any person deployed by the contractor without giving any reason and the contractor will withdraw and replace that person immediately.

### **SECTION 3**

#### **CURRENCY OF CONTRACT**

- 3.1 Contract will be for the period of one (01) year (with effect from the date of commencement) extendable as per law with mutual consent of the parties and subject to satisfactory performance of the contractor.
- 3.2 The Contract shall be considered terminated automatically upon completion of the contract period until it is terminated by either party in following manners: -
  - a. NHA, may, in writing, terminate contract during contract period upon serving 30 days Notice and the same shall stand terminated forthwith upon expiry of 30 days from the date of issuance of such notice unless the said notice is withdrawn by the NHA.
  - b. In case, the Contractor intends to terminate the contract during contract period, 90 day's prior notice will be served to the NHA or payment of 30 days' contract price based on previous month verified bill to the NHA.
- 3.3 NHA may terminate the contract after giving three notices of 07 days each for rectification of any or all of the following non-conformities: -
  - a. In case contractor is unable to provide requisite number of manpower, equipment & material.
  - b. Non-conformance of uniform by the deployed personnel.
  - c. On complaint(s) received regarding non-payment of monthly salaries to deployed personnel as per prevailing minimum wage rates in accordance with the detail of monthly salary given in marginal analysis of approved priced bid.
  - d. Inability of the contractor in depositing the due contributions of EOBI, ESSI and insurance.
  - e. If the contractor is failed to provide security clearance of deployed manpower within stipulated time period.

**SEAL & SIGNATURE OF THE BIDDER**

**SECTION 4****PAYMENTS**

- 4.1 The Contractor shall submit to NHA monthly Invoice on the last working day of that month. The invoice must contain verified copies of salary payment receipts containing signature of the deployed personnel and receipts of the contribution deposited against EOBI, ESSI and insurance of each & every deployed personnel as per detail given in marginal analysis of approved monthly priced bid.
- 4.2 Payment shall be made to the Contractor within Thirty (30) days on receipt of monthly invoice duly certified by NHA after deduction of all applicable taxes, levies, etc. Deduction shall also be made with respect to non-submission of any of the required salary and other receipts as mentioned above.
- 4.3 NHA may also make pro rata deduction from the invoiced amount on account of the absence of any personnel or found asleep during duty or found receiving gifts or damaging NHA property, which shall be determined solely by NHA.
- 4.4 The contractor shall arrange & provide accidental insurance cover for all his deployed personnel, valid from the commencement date to the end of the contract period. The contractor shall also arrange & ensure registration of all his deployed personnel with E.O.B.I and ESSI.
- 4.5 The contractor shall submit attested copies of insurance policy, EOBI and ESSI registration certificates/cards to NHA for its reference, record and security reasons. In case of failure to provide the required documents, NHA may withheld/deduct a part of the payable amounts as per the prevailing rates of these departments, while making the monthly payments to the contractor till the required information and record is duly submitted by the contractor.
- 4.6 In case the contract period is extended, the contractor shall have to ensure payment of EOBI & ESSI contribution and renewal and extension of insurance cover accordingly and submit the copy of extended policy to NHA before expiry of the existing terms of the contract.
- 4.7 The deployed personnel of the contractor shall be considered to be solely on the effective pay roll of the Contractor from the date they report for services provision to NHA and their pay shall be disbursed by the Contractor under his own arrangements positively by or before 5<sup>th</sup> of each month at NHA Regional Office, Faisalabad in presence of the representative of Admin Section (M-4), NHA, Faisalabad without waiting for payment of monthly invoice, whereas no such personnel would bear any lien against NHA.

**SECTION 5****CONTRACTOR'S OBLIGATIONS**

- 5.1 The Contractor shall fulfill all obligations under this contract according to the accepted professional standards and shall exercise all reasonable skills, care and diligence in the discharge of the duties to be performed under the terms & conditions of the contract.

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- 5.2 The contractor shall observe the applicable Labour Laws and enactments in operation and enforce from time to time.
- 5.3 If the contractor is unable to provide requisite numbers of manpower, material and equipment, notice for non-compliance will be issued to the contractor. After issuance of three non-compliance notices, NHA reserves the right to terminate contract agreement at any time.
- 5.4 The deployed personnel of the Contractor will perform duties as per requirement and to the entire satisfaction of NHA. The contractor shall ensure that all the deployed personnel are in proper uniform failing which necessary deduction shall be made from the monthly invoice of the contractor. The contract will liable to be terminated in case deployed personnel are found working without uniform for more than a week.
- 5.5 The contractor shall not employ any person who: -
- has been convicted of any offence involving moral turpitude or dismissed from government service.
  - is not fit and proper person to be employed for the required services.
- 5.6 The contractor has to make no misstatement with regard to performance of its obligation under this contract and there is no fact known to the contractor or its agents or employees which would materially affect NHA's decision in executing this Contract.
- 5.7 The execution, delivery and performance of these obligations vide running Contract by the contractor must not constitute a violation of any law, court ruling, governmental regulations, decision of an arbitrator of competent jurisdiction or contractual obligation applicable or relating to it and its assessments or business.
- 5.8 Besides supervision of the Contractor, NHA will also exercise supervision on required manpower and report any misconduct of deployed personnel to the Contractor for prompt remedial measures. If NHA finds that any manpower has committed serious misconduct or have been charged with criminal action or NHA will have reasonable cause to be dissatisfied with the performance of any personnel, then, the contractor shall be under obligation to remove/replace such personnel.
- 5.9 The Contractor will arrange checking of its personnel deployed in NHA Regional Office Faisalabad at any time during office hours.
- 5.10 The deployed personnel of the contractor shall display company/firm identity card during working hours.
- 5.11 The Contractor will replace any deployed person(s) as and when desired by the NHA and provide appropriate substitute at once.
- 5.12 The deployed personnel will follow the instructions of authorized officials of NHA.

- 5.13 The contractor is under obligation to provide suitable reliever for each category of above required services without any additional cost/charges to NHA to cater leave/sick, etc. Absentees will be replaced immediately by the company without any additional charges. In case of grant of long leave to any manpower, the replacement shall be provided by the Contractor without any extra charges.
- 5.14 The Contractor shall ensure that its staff does not indulge in unionism, strikes, undesirable activities, political agitation and unapproved group/religious activities.
- 5.15 From commencement date until expiry of the original/extended contract period or termination letter by NHA, the risks of personal injury, death, and loss of or damage to property of NHA due to negligence of the contractor, his deployed personnel/employees/associates, etc, (including without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, furniture, fixture, metallic items, etc) all such risks are contractor's risks. The contractor shall have to make good all damages/losses to NHA after receiving written notice from NHA failing which necessary deduction shall be made from the invoices/ securities of the contractor.
- 5.16 An indemnity bond in the prescribed Proforma on Judicial Stamp Paper of Rs.500/- shall be executed by the contractor (**Appendix-D**).

**SECTION 6****Notices**

- 6.1 All notices to be served under the Contract shall be in writing and delivered by hand or registered post/courier service at the address herein below: -

**Mailing Address of NHA**

*[Office of GM (Maint) M-4  
NHA, Kamalpur Interchange, Sargodha  
Road Faisalabad].*

**Mailing Address of (Contractor)**

*(Name and Address of Company with  
Landline and Fax number)*

**SECTION 7****Governing**

- 7.1 This contract shall be governed by and construed in accordance with the laws of Pakistan and conditions spelled out in this Annexure will be binding on the parties.
- 7.2 The parties can amend the contract terms and conditions through written request and mutual understanding upon the approval of the Competent Authority.
- 7.3 No failure or delay on the part of NHA to exercise any power, right or remedy under this Contract shall operate as a waiver thereof nor shall any single or partial exercise by NHA of any power right or remedy preclude any other or further exercise thereof or the exercise of any power right or remedy. The remedies provided in this Contract are cumulative and are not exclusive of any remedies provided by the law.

**SEAL & SIGNATURE OF THE BIDDER**

- 7.4 The Contractor shall not assign this Contract or its rights and obligations hereunder to any other person or entity, except with the prior written permission of the NHA.
- 7.5 Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.
- 7.6 This Contract along with its annexure constitute the complete and final obligations between the *Contractor* and the NHA and supersedes any and all prior agreements, understandings, communications and arrangement whether oral or written between the parties with respect to the subject matter hereof.
- 7.7 If any provision of this Contract is held illegal or invalid under present or future laws or regulations effective and applicable during the term of this Contract, such provision shall be fully severable and this Contract shall be construed as if such illegal or invalid provision had never comprised a part of this Contract and the remaining provisions of this Contract shall remain in full force and shall not be affected by the illegal or invalid provision or by its severance from this Contract.

**SECTION 8****DISPUTE SETTLEMENT**

- 8.1 The parties shall use their best efforts to settle amicably all disputes arising out in connection with this contract or its interpretations. The disputes which cannot be settled amicably within sixty (60) days after receipt of notice by either party for amicable settlement, the same may be submitted to arbitrator for settlements in accordance with the provision of Arbitration Act-1940 and of the rules there under and any statutory modification thereto. The venue of arbitration proceedings will be NHA Regional Office, Faisalabad. The decision of the Arbitrator shall be final and binding on the parties.

**SECTION 9****SECURITY DEPOSIT**

- 9.1 The contractor shall provide Performance Security / Guarantee to National Highway Authority (NHA). The said security shall be furnished or caused to be furnished by the Contractor within **15 days** after receipt of the letter of Acceptance. The Performance Security / Guarantee shall be of an amount **equal to 5% of the Contract Price** stated in the letter of Acceptance. Such Security shall be in the form of bank guarantee from any Scheduled Bank in Pakistan. If successful bidder fails to furnish the Performance Security, his Bid Security shall be forfeited in favor of NHA and will be blacklisted for participation in any future bidding process of NHA.

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**SEAL & SIGNATURE OF THE BIDDER**

**Appendix- D****SPECIMEN - INDEMNITY BOND**

This DEED of INDEMNITY is made on the (date of commencement) between (name of company) of the one part hereinafter called 'The Contractor'.

**AND**

NHA being an autonomous/statutory authority, established under the NHA Act 1991 and having its registered office at Regional Office, Kamalpur Interchange, Sargodha Road, Faisalabad of the other part, hereinafter called 'The Employer'.

WITNESSETH AS FOLLOWS:

By this deed of indemnity, the Contractor agree to provide such indemnity as hereinafter the bearer has signed or given and may hereinafter from time to time sign or give through an instrument in favor of NHA. Indemnity pertains to all or any loss, damage stealing or removing of any movable or immovable property, owned and possessed by NHA, during the subsistence of accompanied agreement for providing janitorial and other required services by (name of firm/company) ("Agreement") to restore all or any loss, damage, stealing, during performance of work/duties in NHA Regional Complex, Faisalabad.

2. Pursuant to the agreement (name of firm/company) shall indemnify and hold NHA harmless against all losses, claims, suits, proceedings, actions, costs, charges and expenses, which shall or any be referred, instituted or arise in consequence of (name of firm/company), its employees or agents, negligent or willful acts or omissions".

3. That (name of firm/company) further declares and covenant that if NHA suffers any loss in the event of default on part of (name of firm/company) or any action brought by a third party against NHA in connection with (name of firm/ company) performance of the agreement, NHA shall hereby recover the amount of loss or claim from (name of firm/company).

4. The contents of the deed shall not restrain NHA from invoking all or any other remedies available to them, at law.

IN WITNESS WHEREOF, were hereby set our hands upon the date mentioned, herein above.

**M/s (name of company)  
For & On behalf of the Contractor**

**National Highway Authority  
For & On behalf of the Employer**

**Witnesses:**



**Appendix-E****SPECIMEN - CONTRACT AGREEMENT****FOR****PROVISION OF JANITORIAL & OTHER SERVICES REQUIRED FOR NHA REGIONAL OFFICE (M-4), FAISALABAD & ITS SUBORDINATE OFFICES (GHARTAL CAMP, TOBA TEK SINGH, SHORKOT & KHANEWAL)**

THIS CONTRACT AGREEMENT (herein after called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) 2022 between "**NATIONAL HIGHWAY AUTHORITY**", a statutory body corporate established under section 3 of the National Highway Authority Act, 1991, (NHA Regional Office, Sargodha Road, Faisalabad with its head office at 27, Mauve Area, G-9/1, Islamabad) (hereinafter referred to as "**the NHA**", which expression shall, where the context so permits, include its successors-in-interest, administrators and permitted assigns)" of the one part and "**(Name of Firm/company-----)**", with its registered office at (Address of the firm/company-----) (hereinafter referred to as "**Contractor**", which expression shall, where the context so permits, include its successors-in-interest, administrators and permitted assigns) of the other part.

WHEREAS, the NHA is desirous the certain Services, viz **Provision of Janitorial & other Services required for NHA Regional Office (M-4), Faisalabad & its subordinate offices (Ghartal camp, Toba Tek Singh, Shorkot & Khanewal)** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such services.

Both the NHA and the Contractor may herewith be referred to individually as 'party' and collectively as 'the parties'.

**Whereas** the Contractor is in the business of providing Janitorial and Other services within Pakistan and in particular provides such services to public & private sector.

**AND WHEREAS** the NHA seeks the provision of janitorial and other required services at its Regional Office, M-4, NHA Faisalabad and its subordinate offices.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and undertakings contained herein and in the documents & Appendices annexed hereto, and intending to be legally bound, the Parties hereby agree as follows.

The following documents attached with the contract are by this reference incorporated into and become part of this contract between the NHA and the Contractor:

1. The Contract Agreement
2. Letter of Acceptance
3. Technical Bid Application Form (Appendix-A)

- 4. Priced Bid Application Form (Appendix-B)
- 5. Addenda, if any.
- 6. Conditions of Contract (Appendix-C)
- 7. Notice for Invitation of Bids
- 8. Instructions to the Bidders
- 9. Indemnity Bond (Appendix-D)
- 10. \_\_\_\_\_ (Any other)

This contract shall be valid for a period of \_\_\_\_\_ from the effective date, which shall be \_\_\_\_\_.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE DATE AS INDICATED ABOVE:

**M/s (name of Firm/Company)**  
**For & On behalf of the**  
**(Name Of Company')**

**National Highway Authority**  
**For & On behalf of the NHA**

**Witnesses:**

**Witnesses:**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

