

Government of Pakistan
Ministry of Federal Education and Professional Training



INVITATION FOR BIDS (IFB)
BIDDING DOCUMENTS
FOR
HIRING OF SERVICES
(Provision of Office Boys & Janitorial Staff)

PROJECT PLANNING AND DEVELOPMENT UNIT (PPDU)

Oct, 2022

Term of References (ToRs)

Project Planning & Development Unit (PPDU), Ministry of Federal Education & Professional Training (“Procuring Agency”) hereby invites the sealed bids from the firms (“Bidders”) eligible for provision of non-consultancy services. The term of reference are as follows:

- I. Public Procurement Rules will be strictly followed, these may be obtained from: http://www.ppra.org.pk/doc/rules_u.pdf (Urdu) and <http://www.ppra.org.pk/doc/rules.pdf> (English). In this document, unless otherwise mentioned to the contrary, "Rule" means PPRA Rules.
- II. **Single Stage One-Envelope** format will be followed as per PPRA rules.
- III. Bidding documents, containing detailed terms and conditions, etc. can be downloaded from <http://www.mofept.gov.pk/Tenders>. This advertisement is also available on PPRA website at www.ppra.org.pk.
- IV. This Invitation For Bids (IFB) is open to all eligible bidders at national level who qualify as per the eligibility criteria given in this document and comply with the requirements of PPRA rules. The Bidders shall submit their bids as a single entity, therefore the bids submitted as a Joint Venture of firms shall be rejected.
- V. The Bidder shall bear all costs / expenses associated with the preparation and submission of the bid and the procurement agency shall not be responsible / liable for any of those costs / expenses.
- VI. The Bidder is expected to examine the IFB documents, including all instructions given in terms and conditions. Failure to furnish any information required by the IFB document or submission of a bid not substantially responsive in any aspect will be at the Bidder's risk and may result in the rejection of the Bid.
- VII. The Bidder requiring any clarification of the bidding documents may notify the Procurement Agency in writing at the Purchaser’s address indicated in the IFB document. The Procuring Agency will respond in writing to any request for clarification of the bidding documents which it receives no later than seven (07) days prior to the deadline for the submission.
- VIII. At any time prior to the deadline for submission of bids, the procurement 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 amendment.
 - a. The Bidders will be required to regularly visit the procurement agency website for any amendment to bidding documents (if any), as such the Bidder will be responsible for completeness of the bidding documents and their bids in such case.

- b. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the procurement agency, at its discretion, may extend the deadline for the submission of bids
- IX. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the procuring agency, shall be in English.
- X. The Bid will be followed **Single Stage & Single Envelope** procedure as per PPRA rules and the bid will be submitted in Single Envelope including **Technical and Financial proposal** accompanying all required documents and marked as “Original Bid”.
 - a. The bidder shall prepare and submit all the forms of bid including **Technical Bid** and **Financial Bid** using the relevant forms available in this IFB. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested.
 - b. Shall bear the name and address of the bidder.
 - c. Shall be addressed to the procurement agency at the address given in Bid Data Sheet;
 - d. Shall bear a warning “not to open before the time and date for bid opening”.
- XI. The prices and discounts quoted by the bidder in the **Form-3** of bid and in the price schedules shall conform to the requirements specified below;
 - a) The bidder may quote any discounts and indicate the same in the **Form-3** of Bid - Financial Bid
 - b) Prices quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account.
 - c) Bid submitted with adjustable price quotation shall be treated as nonresponsive and will be rejected.
 - d) The bidder shall indicate on the appropriate(respective) Price Schedule, the unit prices and total bid price of the services it proposes to supply under the contract.
 - e) All duties, taxes and other levies payable by the bidder shall be included in the rates and prices. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the procuring agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.
 - f) The prices quoted by the bidder must adhere the relevant “Law of Land”
 - g) Prices shall be quoted in Pak Rupees (PKR). The bids of the bidders, quoting their bids in currencies other than PKR shall be declared as non-responsive and will be rejected.
- XII. The Bidder shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and the conformity to the bidding documents shall furnish, as part of its Bid, a bid security amounting to Rs.20,000/-.
 - a. Bid Security shall be in Pak. Rupees and be in shape of CDR, Pay Order or Banker’s Cheque in the name of “**Research Officer (Development), M/o FE&PT**” issued by any scheduled bank of Pakistan.

- b. It should be valid for ninety (90) days beyond the validity of the Bid.
 - c. The Security of unsuccessful bidders' will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.
 - d. The successful bidder's bid security will be discharged upon the bidder signing the contract.
 - e. If a bidder withdraws its bid during the period of bid validity and if a bidder not accept the arithmetic correction to its bid price; or in the case of a successful Bidder fails to sign the contract or fails to provide the services within delivery timeline specified in Schedule of Requirements, the bid security may be forfeited.
- XIII. Bids shall remain valid for the period on **90 days** after the date of bid opening. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive
- XIV. Bids must be received by the Purchaser at the address specified not later than 15th December, 2022 at 11:00am and will be opened 11:30am on same day. Any bid received by the procuring agency after the deadline for submission of bids prescribed, will be rejected and returned unopened to the bidder.
- XV. The bidder may modify or withdraw its bid after their bid submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the procuring agency prior to the deadline prescribed for submission of bids. It shall be prepared, sealed, marked, and dispatched in accordance with the earlier provisions. No bid may be modified or withdrawn after the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security.
- XVI. The bids shall be opened, at the given place, time and date, in the presence of the bidders for which they shall ensure their presence without further invitation, as detailed below:

Project Planning & Development Unit (PPDU)
Ministry of Federal Education & Professional Training
1st Floor, Pakistan Manpower Institute Building,
Shahrah e Suhrawardy, near Zero point, G-7/1, Islamabad.

Closing Time: 11:00 AM dated 15-12-2022

Bid Opening Time: 11:30 AM dated 15-12-2022

The bidder's name, modifications, withdrawal, security, attendance of the bidder and such other details as the procuring agency may, at its exclusive discretion, consider appropriate, shall be announced and recorded. The bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record.

The presence of bidder or its authorized representative upon opening of bid is preferable.

During evaluation of the bids, the procuring agency may, at its discretion, ask the bidder for a clarification of its bid in front of all participants and no change in the prices or substance of the bid shall be sought, offered, or permitted.

- XVII. The contract (**FORM-6**) shall be awarded to **Substantially Responsive Lowest Evaluated Bidder**, provided that such bidder has been determined to be technically qualified to satisfactorily perform of order.
- a. During evaluating the technical parts of each Bid, the procuring agency shall examine all documents required by this IFB. No other evaluation criteria or methodologies shall be permitted.
 - b. The procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in IFB. A substantially responsive bid is one that meets the requirements of the bidding document without deviation.
 - c. If a bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the procuring agency and may not subsequently be made responsive by correction.
 - d. The procuring agency shall determine, to its satisfaction, whether all eligible bidders, whose bids have been determined to be substantially responsive to the bidding document, meet the qualification criteria specified in IFB document.
 - e. The determination shall be based upon an examination of the documentary evidences of the bidder's qualification & its conformity to bidding documents submitted.
- XVIII. During the evaluation of bid, the procuring agency shall correct arithmetical errors, if there is a discrepancy between the unit price and the total (the unit price shall prevail), if there is a discrepancy between words and figures (the amount in words shall prevail). Unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. The bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction, shall result in forfeiture of bid security.
- XIX. The procuring agency shall compare the evaluated costs (total bid prices) to determine the lowest evaluated cost and the most advantageous bid. The most advantageous bid shall meet the qualification criteria and determined to be substantially responsive and lowest.
- XX. The procuring agency will award the contract to the most advantageous bid(s) and shall reserves the right at the time of contract award to increase or decrease the requirements originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. The bid securities of unsuccessful bidders will be returned after signing of contract.
- XXI. The procuring agency reserves the right to accept or reject any bid and to annul the tendering process and reject all bids, at the time prior to award of order, without any reason as per PPRA rules. The final authority shall remain with committee of procuring agency.

XXII. At the same time as the procurement agency notifies the successful bidder that its bid has been accepted, the procurement agency will send the bidder the contract (**Form-6**) and Performance Guarantee (**Form-5**) provided in the bidding documents. Within seven (07) days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to the procurement agency. All stamp duties shall be borne by the bidder. Failure of the successful bidder to comply with the above requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procurement agency may make the award to the next lowest evaluated bidder or call for new bids.

Annexures:	FORM-1:	Schedule od Requirement
	FORM-2:	Technical Evaluation Criteria
	FORM-3:	Financial Proposal
	FORM-4:	Under-Taking
	FORM-5:	Performance Guarantee
	FORM-6:	Contract

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SCHEDULE OF REQUIREMENT

Project Planning & Development Unit (PPDU), Ministry of Federal Education & Professional Training requires following staff for an initial period of 06 Months (extendable with mutual consent).

SN	Description of Staff	Qty	Min- Qualification
1	Office Boy	01	Metric
2	Janitorial Staff	01	Middle

Terms & Conditions of the Services shall be as under;

- a. The services will be provided for an initial period of six (06) months extendable with mutual consent or as required by the procuring agency.
- b. The age limit for staff provided by the bidder is minimum 21 years and maximum 40 years.
- c. The services shall be monitored by PPDU officers during services. Duration shall be rejected if not found according to the minimum acceptable standard.
- d. The PPDU shall not be responsible for any costs or expenses incurred by the service provider on this account.
- e. The PPDU may terminate the services by giving one (01) month written notice in advance to the service provider on repeated failure to perform satisfactory services.
- f. The working hours of the above staff shall be in accordance with GoP notified working hours.
- g. Payment will be made on quarterly basis as per pre-audit procedure on submission of service invoice within seven days on lapse of every quarter.
- h. All applicable taxes shall be paid by the services provider and will be deducted from payments.

TECHNICAL EVALUATION

- i. Duly Filled FORM-3 (Financial Proposal) reproduced of Company's Letter-Head, duly signed & stamped by Authorized Person.
- ii. Company Valid Registration Certificate issued by SECP.
- iii. NTN / GST Certificate, in case of exemption must provide valid exemption certificate effective from 01-07-2022. The evidence of ATL and last two years' tax returns.
- iv. Undertaking as prescribed at Form-4 on Non-Judicial Stamp Paper of Rs.100 certifying that the company / firm is not temporarily or permanently debarred / black-listed nor any contract rescinded in the past for non-fulfillment of contractual obligations by itself or its affiliated firms / departments from any Government Department / Authority / Agency and the company shall adhere all law of land, labour laws, minimum wages, tax laws etc.
- v. Company profile along-with similar experience evidence, work orders etc.
- vi. Last six months' bank statements conforming similar work orders.
- vii. Client list with telephone number of contact person.
- viii. Valid address and land line number with at least one branch office in Islamabad.

Note: All above documents are mandatory for technical evaluation, in case of non-provision of any document, the bidder shall be treated as non-responsive and its bid will be disqualified.

[Reproduced on Letter Head of Company]

FORM-3

Ref. No. _____

Date: _____

FINANCIAL PROPOSAL

M/s _____ is hereby offer our non-consultancy services for provision of following staff at rates mentioned against each in response of Invitation For Bids issues by Project Planning & Development Unit (PPDU), Ministry of Federal Education and Professional Training, Islamabad.

SN	Description of Staff	Unit Price	Qty	Total Price
1	Office Boy		01	
2	Janitorial Staff		01	
TOTAL AMOUNT				
G.S.T				
GROSS AMOUNT				

Undertaking:

- I. [Company Name] hereby, agree to provide the above services in conformity to the terms & conditions of the IFB and a bid validity period of 90 Days.
- II. The total price of our bid excluding any discounts offered is: PKR _____ and the discounts offered on above mentioned total price is PKR _____ (mention nil, if no discount offered).
- III. All taxes, duties, levies in respect of bid shall be our responsibility.
- IV. [Company Name] understand that this bid, together with your letter of acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- V. [Company Name] hereby, shall be liable to produce work performance guarantee as prescribed in contract agreement and letter of acceptance.
- VI. Pay Order / Demand Draft No. ----- dated ----- of ----- Bank Pvt. Ltd amounting to Rs. 20,000/- as bid security.

Sign & Stamp
[Authorized Person]

UNDERTAKING

(On Rs.100- Judicial Stamp Paper)

I hereby declare that the information and particulars furnished by my office are part of the bid are true. I further declare that if any of the particulars or information are found to be inaccurate or false in any respect whatsoever, my tender may be cancelled before or after the acceptance and Bid Security or Performance Guarantee may be forfeited.

It is also declared that our organization is fully competent to fulfill your requirements as per your Bidding Document and on Active Tax Payer List of FBR and our firm is not temporarily or permanently debarred / black-listed nor any contract rescinded in the past for non-fulfilment of contractual obligations by itself or its affiliated firms / departments from any Government / Semi Government Department / Authority / Agency / Autonomous Body.

It is further declared that the organization will adhere all laws of land including minimum wages, labor law, tax laws or any other laws imposed by the Government prior or during the contract period. The non-conformity with any condition or required documents of the Invitation of Bid shall results in rejection of bid.

Authorized Signature
& Stamp

[Reproduced on Company's Letter Head]

Performance Guarantee

The Financial Management Specialist,
Project Planning and Development Unit (PPDU),
Ministry of Federal Education & Professional Training,
Islamabad.

Whereas [Name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of services] (hereinafter called "the Contract"). And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 02% of the total Annual Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore, we hereby affirm that we are Guarantors and responsible to you on behalf of suppliers, 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 Supplier 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 _____ day of _____, 2022

Signature and Seal of the Guarantors/
Bank

Address:

Date:

DRAFT AGREEMENT OF NON-CONSULTANCY SERVICES

This non-consultancy services agreement (the “Agreement”) is made on this day of _____ 2022; by and between Project Planning and Development Unit, Ministry of Federal Education & Professional Training, First Floor, Pakistan Manpower Institute Building, Zero Point, Islamabad (hereinafter referred to as the “Client” which expression shall, where the context so permits, include its successors, administrators or assigns) of the one part; AND M/s _____ having its registered office _____ (hereinafter called “Service Provider” which expression shall, where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the other part;

(If when and where applicable the party of the one part and party of other part shall hereinafter be collectively referred to as ‘Parties’ and individually as ‘Party’ as the context of this Agreement requires).

WHEREAS;

1. Client is desirous to acquire the non-consultancy services for provision of staff (Office Boy and Janitor) (hereinafter referred to as “Services”) for its office (hereinafter referred to as “Premises”).
2. The Service Provider, has agreed to provide these Services to Client on the terms & conditions as set forth hereunder.
3. The Service Provider represents that it has the fully trained staff with relevant expertise and qualifications and holds valid licenses/permissions, authorizations/approvals which are/or may be required from the Government of Pakistan, in accordance with the highest standards and satisfaction of Client. The Service Provider undertakes that the Services shall be provided only through the experienced and qualified staff as required by the Client in its Invitation to bids.
4. Upon the basis of the representations and warranties of the Service Provider contained herein, the Client wishes to procure services of the Service Provider to provide their Services in Premises.

NOW THEREFORE, for good and valuable consideration the adequacy whereof is hereby confirmed and the mutual benefits to be derived therefrom, the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, Client and the Service Provider hereby agree as follows:

1. SCOPE

Subject to terms & conditions of this Agreement and any other stipulation provided in bid documents, the Service Provider will provide staff as per mandatory requirements prescribed under Bidding Documents through this agreement or as it will be communicated by Client from time to time to the Service Provider.

2. TERM

The initial term of the Agreement shall be ----- commencing from ----- and ending on ----- (both days inclusive). This agreement may be renewed by mutual consent on same terms and for another period of ---- ----- subject to satisfactory performance of the Service Provider and sole discretion of Client.

3. RESPONSIBILITIES

3.1 The Service Provider will be fully responsible to provide satisfactory services at Client’s Premises and it will ensure that:

- a. The deployed staff is energetic, smart, literate and healthy and they are fully conversant with the office duties and decorum. The deployment of staff will be, in consultation with the Client. Staff provided by the company should not be less than 21 years and not more than 40 years of age.
- b. Daily attendance is marked in the register by one of nominated staff deputed and final sheet duly signed shall be submitted to the Client for audit on monthly basis. Representative from the Service Provider should randomly (at least six times a month) shall monitor the performance as per the Terms & Conditions and also verify the same on attendance register.
- c. Each staff on duty shall receive list of duties and understood written instructions for basic duties, is dressed in proper manners
- d. Each staff provided by Service Provider shall provide character certificates (endorsed by local police station) of each staff with verified antecedents.
- e. The deployed staff have been introduced to the Client before deployment as a substitute along with official deployment letter.
- f. The directions of the Client from time to time are fully complied with.

3.2 In addition to the services to be performed by the Service Provider specified herein this Agreement, the Service Provider shall be responsible:

- a. To provide at no additional cost to the Client supervision of its employees as is necessary to adequately fulfill its obligations under the Agreement.
- b. To ensure that all its employees performing the services specified in the Agreement are physically fit, have no communicable disease and are healthy in all respects to perform duties.
- c. To consider that it is an independent contractor and accordingly is fully responsible for any accident or injury to its employees or cause by its employee and agrees that neither the Client nor any its officers will be held liable for either of the above in any manner.
- d. To warrant that in the performance of its obligations under this Agreement it shall comply fully with all laws applicable in Islamic Republic of Pakistan.
- e. To ensure that, the employees of Service Provider shall on no account indulge in unlawful activity. In case any person deployed by the Service Provider found guilty of any crime the Service Provider shall be fully responsible replace the said staff accordingly.
- f. For recruitment, discipline and all other service matters of its employee. They will not in any case use as substitute any officials of Client regarding their service matter, which is the sole responsibility of Service Provider.
- g. When circumstances warrant, that Client may refuse to accept services from any employees of Service Provider whose work has been found unsatisfactory or not in accordance with the requirements of this Agreement. In addition, penalties / actions would be initiated in case of unsatisfactory performances and violations that are or equivalent to the ones highlighted below:
 - I. In case of minor violations late arrivals/negligence, attending guests during the duty hours, etc. shall be communicated to the Service Provider. The Client shall reserve right to deduct Rs.250/- per days for any such violations from the quarterly payments of the Service Provider.

- II. Three consecutive violations of same nature on part of an individual will render him unsuitable for performing duties at Client's Premises.
- III. The Service Provider would be served with a warning notice in case of persistent minor violations and non-attendance of complaints. Three consecutive warnings may render the Service Provider unsuitable for performing duties at Client's Premises and Client may terminate this Agreement with immediate effect with confiscation of performance guarantee.
- IV. Violations like offensive behavior that involves scuffling etc will lead to a penalty of up to 5% of the monthly bill and / or and Client may terminate this Agreement with immediate effect with confiscation of performance guarantee. All fines and penalties will be deducted by Client from the quarterly payments of the Service Provider.
- V. The process of recruiting, interviewing and hiring employees of Service Provider including any actions with respect to alleged discrimination of other employment practices are the sole responsibility of Service Provider subject to what has been agreed in this agreement.

4. DEPLOYMENT

4.1 Service Provider will deploy Two (02) Office Boys, and One (01) Janitor on Client's Premises.

4.2 In case Client requires additional staff, the Service Provider shall provide the same according to the requirement on the terms agreed in the Agreement upon 15 days notice.

5. PAYMENTS AND INVOICES

5.1 In consideration of rendition of the Services by the Service Provider, the Client shall pay the Service Provider, charges as specified in FORM-3 of the Invitation to Bid, the same is made part of this agreement as Annexure-A.

5.2 All amounts paid to the Service Provider as per Clause 5.1 shall be inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Service Provider to be adequate and sufficient consideration for the rendition of Services by the Service Provider.

5.3 All payments to be made by Client to the Service Provider shall be subject to such deductions and withholding as are required by prevailing law which shall be to the account of the Service Provider.

5.4 The Service Provider shall be responsible to pay all the taxes required under prevailing laws and for any necessary withholding of taxes from the salaries of employees of Service Provider. Client will not pay any additional amount during contract period not specified herein.

5.5 The Service Provider shall submit its invoice in accordance with the rates/charges specified in Annexure-A upon completion of every quarter (03 months) hereto and Client agrees to make payment under each invoice upon the receipt of such invoice after completion of formalities.

5.6 Payment to the Service Provider shall be linked with active taxpayer status. If the Service Provider is not in ATL, no payment shall be made until the Service Provider appears on ATL of FBR. Failing which this agreement shall be terminated with immediate affect.

5.7 Client shall not be responsible in any manner to pay either in cash or in kind to other than the amount of salary agreed upon in the Agreement for the total deployed staff. Monthly wages of the staff will not be less than the minimum wages fixed by the Federal Government of Pakistan, as the case may be, from time

to time. Any violation at any stage in this regard will render the Service Provider ineligible to work with Client.

5.8 The Service Provider shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services at Client's Premises or may be specified from time to time.

5.9 The Service Provider shall be responsible for insurance of its staff against accidents resulting in injury under the laws of land. The Service Provider, in addition to Clause (9), undertakes to fully indemnify and hold harmless the Client against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of Services hereunder.

6. PERFORMANCE GUARANTEE

6.1 The Service Provider, if it is declared as successful bidder, shall deposit a "Performance Bond/Bank Guarantee" equivalent to two percent (02%) of the total bid amount of one year, through a Pay Order/Bank draft in favor of "Research Officer, Ministry of Federal Education & Professional Training" within one week of award of Contract/Agreement. The Bid Security of the successful contractor will be released upon provision of the performance guarantee. If the bidder fails to deposit Performance Bond/Bank Guarantee within one week of the receipt of the letter awarding the job, the same shall be treated as cancelled and the bid security shall be forfeited.

6.2 Performance Guarantee shall be released after the expiry of the Agreement subject to issuance of NOC by Client.

7. DUTIES

The Service Provider shall be responsible for any and all duties performed by deployed staff at Client's Premises, However, the Staff deployed by the Service Provider shall perform their duties, including but not limited to following;

- a. Prevent pilferage of items/equipment/property belonging to Client from the premises of Client which are under charge of Service Provider's deputed staff.
- b. Inform concerned authorized officer of Client promptly and accurately in case of any occurrence of detrimental of Client's premises or any item placed under charge of the Service Provider.
- c. During the effectiveness of this Agreement in case of damage occurred to the property or personnel due the negligence of staff deputed by Service Provider, the contracting Service Provider will be wholly responsible and liable for paying all the losses occurred to Client as a result of their negligence, which will be decided by a committee consisting of both parties.

8. RELATIONSHIP OF PARTIES

8.1 This Agreement shall not be interpreted or construed to create an employer employee relationship, an appointment to the service of Client or even a promise to be so appointed, an association, joint venture, partnership or special agency between the parties or to impose any partnership obligation or liability upon either party. The Service Provider shall have no right, power, or authority to enter into any Agreement or undertaking for, to act on behalf of, to act or be and agent or representative of, or to otherwise bind, except when so expressly authorized by Client.

8.2 The persons deployed by the Service Provider who perform the services specified in this Agreement shall be the employees of the Service Provider and shall not at any time attempt to represent such employees or its offices as employees of the Client. It is understood by the parties that neither the Client nor any officers of the Client are concerned with the terms and conditions of employment and that there is not and shall not be any relationship of employer and employee between the staff of Client and employees of Service Provider. The Service Provider will be employer of all such persons who perform the services specified in this Agreement. The Service Provider shall pay wages to such person and shall control and

supervise the work done by them, shall instruct them as to the manner in which the work has to be done by them as may be warranted. The Client shall not interfere with the rights of the Service Provider to hire its employee or in the selection or non-selection of any person as its employees subject to the terms contained in this Agreement.

8.3 If in the opinion of the Client the presence of any employee/staff of the Service Provider of any of his acts of omission or commission are prejudicial to the interests of the Client to that of any of its officer, Client shall inform the Service Provider about such employee where upon it will take immediate action against such employee by replacing him to the entire satisfaction of Client.

9. INDEMNITY

9.1 The Service Provider shall at all times during the specified period of the Agreement and thereafter indemnify the Client and its officers against all losses and claims for injuries or damage to any person or property arising thereof or in consequence of this Agreement or any of its duties to be performed there under, or any act or omission of any of its employees, and against all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof or in relation thereto and all litigations, court processes and court cases and all proceedings there under filed or instituted by the personnel employed by the Service Provider or any of them collectively or individually or by any other party subject to completion of legal proceedings as required by law.

9.2 The Service Provider shall obtain from all of its employees who are rendering the services specified in this Agreement, a declaration that they are and shall remain the employees of the Service Provider and shall have no obligation of contract with or claim whatsoever against the Client or against any of its officials.

10. CONFIDENTIALITY

10.1 The Service Provider shall ensure that all of its employees performing services specified in this Agreement shall not at any time during the performance of this Agreement or thereafter disclose to any person any information as to the affairs of the Client or its offices and as to any other matter which may come to their knowledge by reasons of the performance of the services specified in the Agreement. If in the opinion of the Client there has been any such disclosure the person concerned shall immediately be dismissed from the service by the Service Provider upon notice from Client.

10.2 The Service Provider hereby undertakes to ensure that neither it nor any of its employees, personnel, agents or any other person acting for it and/or on its/his behalf shall at any time whether during the continuance in force of this Agreement or at any time after the termination thereof, divulge or disclose any information or documents whatsoever to any third party or person without the prior written consent of Client

11. ASSIGNMENTS

11.1 This Agreement may not be assigned by the Service Provider and the Service Provider shall act and shall ensure that its personnel also act in accordance with any instructions that may be given to them by Client from time to time, in verbal form and/or in written form.

11.2 The Service Provider shall not assign or sub-contract any of its duties or rights under this Agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contracting by Service Provider shall entitle the Client to terminate this Agreement forthwith.

11.3 If the Service Provider shall make any arrangement with or assignment in favor of its creditors, or amalgamates with any other concern or is taken over, Client shall be entitled to terminate this agreement forthwith upon notice.

12. ENTIRE AGREEMENT

This Agreement embodies the entire understanding of the parties hereto on this subject and there are no commitments, terms, conditions or obligation, oral or written, express or implied other than those contained therein. Any variation in this agreement shall be made in writing with the mutual consent of the parties.

13. FORCE MAJEURE

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's a delay in performance or another failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. TERMINATION

14.1 Notwithstanding anything herein contained, Client shall be exclusively entitled to terminate this Agreement

- a. without advance notice, in case the Service Provider is in breach of any of the terms of this Agreement which is not rectified within thirty (30) days after receiving written notice from Client, or in case Client is not satisfied with the Services being provided by the staff,
- b. Without cause, by giving One Month advance written notice to the Service Provider.

14.2 In case of such termination, the Service Provider shall only be paid for Services actually rendered up to the date of termination.

14.3 Client, shall not, because of expiration or termination of this Agreement, be liable to the Service Provider for any compensation, reimbursement, or damages.

15. MODIFICATION

Any amendment or modification of this Agreement or additional obligation assumed by any of the party will be enforced only after mutual agreement of both the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

16. GOVERNING LAW

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.

17. DISPUTE RESOLUTION

17.1 The Client and the Service Provider shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement.

17.2 If the dispute is not resolved amicably within 15 days, project steering committee shall in invoke.

17.3 Any dispute controversy, difference or claim arising out of this Agreement, which cannot be amicably settled between the Parties even at the steering committee level, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Act, 1940, when the Notice of Arbitration is submitted.

17.4 Either Party may initiate the dispute resolution procedure by sending a notice of dispute (“Notice of Dispute”). The Parties will attempt to resolve the dispute promptly through good faith negotiations. If the Dispute has not been resolved within fourteen (14) days from the Notice of Dispute, the Parties will proceed to arbitration. The place of arbitration proceedings shall be Pakistan and the language of the proceedings shall be English. The award of the arbitral tribunal shall be final and binding on the Parties hereto.

17.5 Notwithstanding a dispute having arisen, the Parties shall continue to perform their respective obligations under this Agreement pending resolution of the Dispute, save to the extent that such performance is:

- a) itself the subject of dispute
- b) is not possible given the nature of dispute, or
- c) is dispensed by the other Party pending the resolution of dispute.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day of _____.

Signed on behalf of

M/s _____

Address:

Signed on behalf of

Project Planning & Development Unit,

Ministry of Federal Education &
Professional Training, Islamabad.

Witness 1: _____

Witness 2: _____