

Government of Pakistan
Ministry of Foreign Affairs
Islamabad

Tender Notice

Ministry of Foreign Affairs invites sealed bids from experienced and well reputed firms registered with Income Tax and Sales Tax authorities of Government of Pakistan and on Active Tax Payer List of the Federal Board of Revenue for **“Hiring of Janitorial/Cleaning Services for Sahibzada Yaqub Khan Block of the Ministry of Foreign Affairs, Islamabad” & Foreign Affairs Liaison Office (FALO), Gujrat”**.

2. The bidders should be registered suppliers on the e-Pak Acquisition Disposal System (ePADS) in order to participate in the subject tender. Interested bidders can register themselves electronically on ePADS through <https://eprocure.gov.pk#supplier/registration>. Bidding documents, containing detailed terms and conditions, method or procurement, procedure for submission of bids, bid security, bid validity, opening of bids, evaluation criteria, clarification/rejection of bids, performance guarantee etc. can be access through the ePADS.

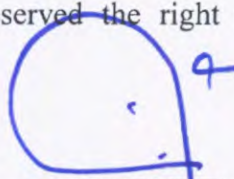
3. **“Single Stage Two Envelope Procedure”** will be followed. All bids receiving shall be opened and evaluated in the manner prescribed in the bidding document.

4. The tender is also available on PPRA Website as well as ePADS.

5. Bids, prepared in accordance with the instructions provided in the bidding documents, must be submitted electronically through ePADS only and original Bids Security must be submitted (in hard form) through legally authorized representatives on the address given hereunder on or before **11 February 2025 at 1200 hours** and will be opened on the same day at **1230 hours**.

6. Earnest Money/Bid Security in the shape of Demand Draft @5% of the total amount (Calculated on annual basis) of tender in favour of Ministry of Foreign Affairs must accompany the bid, without which no tender will be accepted.

7. The Ministry of Foreign Affairs reserved the right to accept or reject all bids in accordance with PPRA Rules.


Deputy Director (GS-SYKB)
Ministry of Foreign Affairs
Islamabad

INSTRUCTIONS TO THE BIDDERS

1. Bids must be accompanied by a Pay Order/Bank Draft of **5%** of the bid value (calculated on yearly basis) in favor of Ministry of Foreign Affairs, Islamabad as Bid Security which will be returned immediately to unsuccessful bidders after issuance of work order to successful bidder and after satisfactory completion of job to successful bidder at the end of contract period.
2. Incomplete bids and bids without Bid Security may be rejected.
3. The Quotations should be according to the specifications as mentioned in the Tender documents. Any quotation having different specifications will not be considered.
4. All Govt. taxes will be applicable as per rules. Bidders should quote taxes separately or qualify their rates with the words “**inclusive of all taxes**” in their bids.
5. The firms must furnish two year of relevant work experience in the field of janitorial service industry.
6. The company/firm may visit the site i.e **Sahibzada Yaqub Khan Block and Foreign Affairs Liaison Office (FALO), Gujrat** before submission of proposal.
7. The bidder should have sufficient technical and administrative staff at their disposal. List of employees should accompany the bids.
8. Competent Authority reserves the right to reject or accept the bids in accordance with PPRA rules.

(Ehsan Kareem)
Deputy Director GS (SYKB)
Room # 222, 2nd Floor SYKB,
Ministry of Foreign Affairs, Islamabad
Ph: 051-9056-9076

Tender Document / BOQs

**JANITORIAL SERVICES FOR SAHIBZADA YAQUB KHAN BLOCK (SYKB),
MINISTRY OF FOREIGN AFFAIRS, ISLAMABAD AND FOREIGN AFFAIRS
LIAISON OFFICE (FALO), GUJRAT.**

The Ministry of Foreign Affairs intends to hire a well reputed and experienced firm for provision of following staff along with Cleaning Material for “**Janitorial Services**” at Sahibzada Yaqub Khan Block, Ministry of Foreign Affairs, Islamabad and Foreign Affairs Liaison Office (FALO), Gujrat: -

S.No	Type of Services	No. of Staff required	Unit Price	Line Total
1	Janitorial	30 (Male) for Ministry 02 (Female) for Ministry 07 (Male) for FALO Gujrat		
2	Plumbing	01		
3	Electrician	05		
4	Supervisor	01 for Ministry 01 for FALO Gujrat		
5	Gardener	04		
6	Carpenter	01		
7	Painters	01		
8	Glass fixer	01		
Total Number of Staff		54		

Table-(1)

2. The Ministry may increase or decrease the number of above personnel by 15% as per the requirements of the Ministry from time to time. Therefore, bidders are required to quote the unit price against each category.

3. Overall contract will be for one year. Contract for first three months will be on probation basis. Extension of the contract **after first three months** will be subject to performance evaluation by the Ministry. The contract after one year may be extended up to further one year based on the performance of the services provider and mutual consent of both parties. The Company shall provide the required and trained human resource in uniform.

4. The following standards must be strictly adhered to:-

- i. Firm shall provide experience certificate along with contact details for existing/previous contracting companies, medical fitness certificate and security clearance certificate of the staff.
- ii. Supporting documents/proof for all filled information.
- iii. Detailed plan of facility management including work procedures, standards, schedules and number of workforce.

- iv. An execution and operation strategy for the maintenance with clearly define standards.
- v. **Wining Firm shall submit Performance guarantee in the form of Bank Draft @ 5%** of the total amount of bid for the contract period (calculated on annual basis) in favour of Ministry of Foreign Affairs. The performance guarantee shall be released after satisfactory discharge of contractual obligation till the end of contract period.
- vi. The firm shall provide a minimum monthly salary to its staff working in the Ministry, **as per the existing Government policy** and prevalent labor laws of the day enacted from time to time during the currency of the agreement.
- vii. The firm shall provide uniform to its staff after prior approval of design by the Ministry.
- viii. Financial bids will be evaluated on lump sum basis covering period of one year of Contract.
- ix. Period of initial contract will be **one year** which may be renewed for up to further **one year** on the basis of quality of work and performance of the firm.
- x. Cost of the bid should include the cost of cleaning material as well.
- xi. Staff must be neat, tidy, physically and medically fit and well behaved.
- xii. Any misconduct of the staff shall not be accepted. The firm has to replace the guilty person immediately. In case of any loss and damage cause to the Ministry by any employee of the firm, the pecuniary value of the same, as assessed by the Ministry shall be recoverable from the Company.
- xiii. Urgent actions must be ensured on complaints. Daily report must be submitted to the designed focal person of the Ministry.
- xiv. The Company has to furnish certificate every month along with invoice that emoluments are paid to the employees as per government rules/criteria. Ministry will not be responsible for overtime.
- xv. **The firm has to ensure presence of all worker from 0730 hrs to 1600 hrs daily except Sunday. Five to seven janitorial staff shall be present after working hours till 2100 hrs.**
- xvi. All Janitorial Staff will be present on Saturdays.
- xvii. All Janitorial Staff will be present on public holidays if required.
- xviii. Strict punctuality must be observed.
- xix. Electricians, Plumbers, Painters and Gardeners must have their respective tools (**Annexure-I**).
- xx. The firm has to carry out polishing/deep cleaning every Saturday.
- xxi. The firm has to ensure quantity and quality of the services provided including material and professional staff.
- xxii. A focal person must be nominated to coordinate with the Ministry.

- xxiii. The company will pay Rs.10,000/- bonus to the employee of the month as a reward to the employee. The employee of the month will be announced by the designated officer of the Ministry.
- xxiv. The firm will be responsible for providing fuel to gardeners for running gardening machines (i.e lawn movers etc.)
- xxv. The firm has to ensure the availability of required cleaning material including the following for janitorial services

S.No	Cleaning Material to be used
1.	Air Freshener
2.	Antiseptic
3.	Hand Wash (Dettol/Dove/Palmolive) (not to be refilled) with liquid dispenser
4.	Dispenser Tissues
5.	Dry Mop
6.	Brooms
7.	Mirror cleaner
8.	Hard Broom
9.	Toilet cleaner (Harpic/Dettol/Domex)
10.	Hygienic Toilet Block
11.	Mosquito Killer
12.	Floor cleaner
13.	Multi Surface Polish
14.	Phenyl
15.	Plastic Bags for Dustbin
16.	Soap (Lux, Palmolive, Dove)
17.	Tissue Roll (standard)
18.	Wooden Polish (7c/Weiman/Liquid gold (scott))
19.	Sweep
20.	Carpet Brush/Vacuum Cleaner machine
21.	Any extra material on need basis
22.	Dust bins along with lidings
23.	Janitor Trolley/ two bucket system
24.	Waste bag collection trolley
25.	Air freshener machine
26.	Dust blower for windows
27.	Disinfection Spray (Covid-19)
28.	Fog Spray/Smoke Spray

Table (2)

5. Details about number of Washrooms in Sahibzada Yaqub Khan Block are as under:

S/No.	Floor / Place	Total Rooms	Staff Washroom	Ladies Washroom	Officer/office washroom	Remarks
1	VVIP Washroom					15 Washrooms
2	4 th Floor Dining Hall	02				
3	3 rd Floor	53	03	02	05	
4	2 nd Floor	80	06	04	07	
5	1 st Floor	83	06	04	05	
6	Ground Floor +Banquet Hall	10	03	03	06	
7	Basement	04	NIL	NIL	NIL	
8	Dispensary	05	04	01	NIL	
9	Main Reception's washroom		01			
10	Consular Hall		01	01	01	
11	Total	237	24	15	24	15

Table (3)

Total Number of Rooms in Sahibzada Yaqub Khan Block = **237**
Total number of washrooms = **78**

6. Bid Evaluation

- i. The total marks allocated for the technical evaluation of the Bid are 40 Marks.
- ii. If the technical bid achieves 25 markout of 40, the bid will be considered technically responsive. Those bid scoring less than 25 marks will not be considered for financial bid opening.
- iii. The total points allocated for financial evaluation of the Bid are 60 Marks.
- iv. Financial bids of technically responsive bidders shall be opened at a date and time fixed in advance and conveyed to the bidder.
- v. The contract will be awarded to the most advantageous bid. Most advantageous bid will be decided on merit, by comparing marks obtained by technically qualified bidders out of 100 marks (40 technical evaluation marks + 60 financial evaluation marks).

7. Technical Evaluation

- i. The technical evaluation of the bid shall be according to criteria given at (Annex-II). All compliance certificates need to be submitted with the technical bid along with all lists and other requirements with verifiable proofs.

8. Financial Evaluation

- i. The financial evaluation of technically qualified bids will be as follows:

$$\text{Marks Obtained in Financial Evaluation} = \frac{\text{Lowest Financial Bid Received}}{\text{Financial Bid Being Evaluated}} \times 60$$

9. Penalty on Poor Performance and Missing Material

- i. In case of inability to address problems identified by the Ministry within the given time, the Ministry may impose a penalty of up to Rs.100,000/ per complaint on the firm. The amount will be deducted from the monthly payment of the firm.
- ii. The firm must ensure availability of sufficient material as mentioned in Table (2). If any material is found missing/deficient during inspection by GS Directorate or through any complaint, the Ministry may impose a penalty of Rs.20,000/per day on which the material is found missing. The amount will be deducted from monthly payment of the firm.
- iii. The Ministry reserves the right to issue warnings in case of poor performance/ complaints against the firm. After three written warnings, case may be initiated for blacklisting of the firm as per prevailing PPRA's rules and the bid security as well as performance guarantee, in part or whole, of the firm may be confiscated.

10. Penalty on Absence of Staff Members

- i. The Company shall be liable to provide substitute in case any employee(s) is either absent/sick or on leave.
- ii. A penalty of Rs.3,000/-per day may be imposed by the Ministry for each employee being absent from duty.

11. Mode of Recovery of Penalties:

The total amount of penalties mentioned in clause (10) will be deducted from monthly payment of firm.

12. Termination

The procuring Agency shall have the right to terminate Agreement with the firm by giving one month's notice in writing to the firm on its notified address through post, email or fax.

(Ehsan Kareem)
Deputy Director (GS-SYKB)

GARDEN TOOLS

S.No.	Name
1.	Axe with Wooden handle best quality wooden handle 3 ft (Axe Weight half (KG)
2.	Axe with wooden handle best quality wooden handle 3ft (Weight 01 KG)
3.	Electric Grass cutter Machine Heavy duty (Honda) or Equivalent
4.	Grass cutting sword (normal size)
5.	Grass cutting Machine Manual Best quality
6.	Falcon Khurpa (Lahori) size 3 inch
7.	Hand Saw best quality (Tonghai) or equivalent (1 1/2 ft with plastic handle)
8.	Hedge Shear (Scissor Large Handle) best quality
9.	Hoe Heavy Duty with Wooden Handle best quality (Lahori) (size 1 KG with wooden handle 3 ft)
10.	Pruning lawn shears best quality (Solo) or Equivalent
11.	Shovel with wooden handle best quality (Foji) or Equivalent
12.	Stickle Daranti Best quality (Raiti) Size 1ft with wooden handle
13.	Spray pump 12 litre heavy duty (steel body)
14.	Trolley for Mud best quality (Normal size)
15.	Watering Can plastic best quality (10 litre with shower)
16.	Water Sprinkler best Quality with stand (2 ft)
17.	Bush Cutter with belt (Honda) or Equivalent
18.	Hand Cutter Best quality (Small size)

TECHNICAL EVALUATION
(To be attached with Technical Proposal)

Preliminary scrutiny (initial screening) of technical bids will be done on the basis of following parameters which are prerequisite for this tender. Noncompliance of any of the following mandatory clause shall disqualify the bid straightaway.

S.No.	Description	Max Obtainable Marks
1.	<u>General Record</u> <ul style="list-style-type: none"> • Firm must have valid NTN and STRN certificate. • Firm must have registration with Social Security and EOBI. • Duly filled and signed undertakings at Annex-III must be attached with technical bid (on fresh stamp paper value of Rs.100/-) 	Mandatory Requirements with Documentary Evidence
2.	<ul style="list-style-type: none"> • Not receiving warning/show cause notice for poor performance. 	14
3.	<ul style="list-style-type: none"> • Firm must have at least two (2) verifiable letters of appreciation by well reputed government/private organizations. (2 marks + 2 marks) • Bank statements with yearly turnover of Rs.10 million or above for FY 2022-2023 and FY 2022-23 and 2023-2024. (2 marks +2 marks) • Duly filled and signed undertakings at Annex-III must be attached with technical bid (mandatory marks failing to secure this will disqualify the bid straightaway) 2 marks 	10
4.	<u>Experience Record</u> <ul style="list-style-type: none"> • Firm must have experience to two (2) projects of similar nature involving staff of more than 30 including technical staff etc and having financial value of at least Rs.10 million per year, each. (mandatory marks failing secure this will disqualify the bid straightaway) (3 marks + 3 marks) 	6
5.	<u>Methodology/ Management Plan</u> The bidder shall provide the detail about how to plan and manage the services specific to the proposal. <ul style="list-style-type: none"> • Deployment of the janitors along with their job description. (2 marks) • Logistics Deployment management plan. (2 marks) • Available equipment and Deployment plan. (2 marks) • Proposed quantities and quality of material to be used. (2 marks) • Performance monitoring of the janitors. (2 marks) 	10
Total Marks		40

Marks Secured status:

- i. Serial No. 1 is mandatory
- ii. Total marks allocated for technical evaluation of the bids are 40 marks
- iii. If the technical bid achieves 25 marks, the bid will be considered technically responsive.
- iv. The bid securing less than 25 marks will not be considered for financial bid opening.

UNDERTAKING

It is certified that the Contractor/Firm _____ has never been barred or blacklisted by any Government/Public/Private Organization and that the Firm will be liable to any legal action (including blacklisting of the Firm) for furnishing false information/documents.

It is also certified that the information furnished here in and as per the documents submitted is true and correct and nothing has been concealed or tampered with.

I/We have gone through all the conditions of tender/ bidding documents and am/are liable to any legal action (including blacklisting of the firm) for furnishing false information/ documents.

SIGNATURE
WITH STAMP OF THE FIRM

Date:_____.

**Ministry of Foreign Affairs
Islamabad**

List of Consumable Items on Monthly Basis

Sr.	Description	Quantity
1	Air Freshener (smart collection)	30
2	Surf	75
3	Mr. Sheen Polish	24
4	Wooden Polish (pludge polish)	48
5	Tissue Roll	800
6	Dispenser Tissue	1000
7	Scotch Bright	48
8	Phenyl (2 ltr)	50
9	Dettol Surface Cleaner (1 ltr)	50
10	Black Shopping Bag (36x42")	10 kg
11	Shopping Bag (for use dustbin)	10 kg
12	Dry Mob (best quality)	24
13	Wet Mob (best quality)	24
14	Hygienic Toilet Block	24 pack
15	Duster	100
16	Harpic (1 ltr)	50
17	Life Boy Hand Wash (1 ltr)	60
18	Glint	50
19	Roomi (cubes) Air Freshener	30
20	Morteen (Mosquito Killer)	50
21	Viper (best quality)	20
22	Mr. Muscle	40
23	Hard Broom	24
24	Vim	30
25	Soap	20
26	Sweep	40
27	Scraper Brush	15
28	Petrol (per month)	As required per need

FORM OF BID

- a) Name of the Firm : _____
- b) Sales Tax Registration Number (copy attached): _____
- c) National Tax Number (copy attached): _____
- d) Number and date of pay order attached with application: _____

- e) Description of the work for which tender is being submitted: _____

- f) Previous Experience of work: _____

- g) Amount of Bid Security: _____
- h) Number and date of demand draft attached: _____
- i) Cost of Tender: _____
- j) Cost per unit (if applicable): _____

Certificate

Certified that I have read and understood terms and conditions of the tender and will fulfill them in letter and spirit.

Authorized Signature

Dated: _____

**DRAFT AGREEMENT FOR JANITORIAL/CLEANING SERVICES
AT MINISTRY OF FOREIGN AFFAIRS (SYK BLOCK, and FALO,
GUJRAT)**

(Hereinafter referred to as the “Agreement”) is made at [Ministry of Foreign Affairs Islamabad] on this _____ day of _____, 2025.

BY AND BETWEEN

M/s XYZ

AND

Ministry of Foreign Affairs, Constitution Avenue, Islamabad, here in referred to as MOFA.

M/s XYZ will be referred to as the “Service Provider” which expression shall, wherever the context so provides, includes its agents and successors-in-interest.

(The MOFA and Service Provider are hereinafter collectively referred to as the “Parties” and individually as the “Party”.)

WHEREAS MOFA is desirous of availing itself of building maintenance services for the office building located at constitution Avenue (hereinafter referred to as the “Premises”).

AND WHEREAS the Service Provider has represented and warranted to the MOFA that it possesses sufficient experience, expertise, and necessary infrastructure required for providing the Services to the Ministry and based on the representations of the Service Provider, the Ministry has accepted the Services of the Service Provider.

NOW THEREFORE the Parties have entered into this Agreement on the following terms and Conditions:

1. APPOINTMENT

The MOFA hereby appoints the Service Provider for providing the REQUIRED Janitorial Services to SYKB, Ministry of Foreign Affairs, Islamabad and Foreign Affairs Liaison Office (FALO), GUJRAT.

2. TERM

This Agreement shall come into effect on **1st March 2025**, and shall continue for a period of 12 (twelve) months, i.e till **28th February 2026**. First three months will be probation period. The Ministry can terminate the contract in probation period if the performance of service provider is found unsatisfactory. **This agreement may be extended up to one year (as per requirement of the Ministry) on the basis of the quality of work of the firm and with the mutual consent of both the parties.**

3. SERVICES

i. During the term of this Agreement, the service provider shall provide the following maintenance services to the MOFA SYKB and Foreign Affairs Liaison Office (FALO), Gujrat.

Type of Services	No of Workers
Janitorial Staff	30 (Male) for Ministry (SYKB) 02 (Female) for Ministry (SYKB) 07 for FALO GUJRAT
Plumber	01
Electrician	05
Supervisor	01 for Ministry (SYKB) 01 for FALO GUJRAT
Gardener	04
Carpenter	01
Painter	01
Glass Fixer	01
Total No of Workers	54

ii. The firm will convey the names of its staff to Ministry in advance and any change in staff members will be conveyed by the firm to this Ministry well in time, so the Ministry will get their security clearance and Ministry will decide about their change/removal.

iii. The Service Provider shall provide a minimum salary to its staff working in the Ministry, as per the existing Government policy and prevalent labor laws of the day. The firm should provide their monthly salary as per the prevalent rules & policy enacted from time to time. The service provider is bound to pay the salaries of their staff on every first week of the month (**till 5th of each month**) in case of failure, the **Ministry may impose penalty upto Rs.20,000/- on the firm.**

iv. The Service Provider shall further be required to keep the premises (**SYKB** & the adjoining lawns at front and back of the building, and **FALO, Gujrat**) in good working order at all times, and shall provide scheduled preventive maintenance, as well as un scheduled, on call service as and when needed.

v. Staff must be neat, tidy, physically and medically fit and well behaved.

vi. Any misconduct of the staff shall not be acceptable. The firm has to replace the guilty person immediately. In case of any loss and damage caused to the Ministry by any employee of the firm, the pecuniary value of the same, as assessed by the Ministry shall be recoverable from the Company.

vii. Urgent actions must be ensured on complaints. Daily report must be submitted to the designated focal person of the Ministry.

viii. The Company has to furnish certificate every month along with invoice that emoluments are paid to the employees as per government rules/criteria. Ministry will not be responsible for overtime.

ix. The firm has to carry out polishing/deep cleaning every Saturday.

x. The firm has to ensure quantity and quality of the services provided including material and professional staff.

- The service Provider shall ensure that the Services are provided to the Ministry by duly trained personnel, directly employed and supervised by the services Provider.

5. SERVICES FEES

i. The monthly rate of Janitorial/Cleaning services for **Sahibzada Yaqub Khan Block of the Ministry**, this contract shall be **Rs._____** per month and for **FALO, Gujrat Rs._____per month** herein after referred to as the "Service Fees". The above-mentioned amount is inclusive of all taxes. Also it shall be paid through a pay order in the name of M/s **XYZ** by MOFA on provision of an invoice of the charges so incurred.

ii. The MOFA agrees and understands that the Service Fees shall be exclusive of all and any charges incurred by the Service Provider in maintaining/repairing the building and equipment. Such charges shall be payable to the Service Provider by the MOFA on provision of an invoice of the charges so incurred.

6. PENALTY ON POOR PERFORMANCE AND MISSING MATERIAL

iv. In case of inability to address problems identified by the Ministry within the given time, the Ministry may impose a penalty of up to **Rs.100,000/** per complaint on the firm. The amount will be deducted from the monthly payment of the firm.

v. The firm must ensure availability of sufficient material as mentioned in Table (2) of BoQs. If any material is found missing/deficient during inspection by GS Directorate or through any complaint, the **Ministry may impose a penalty of Rs. 20,000/per day** on which the material is found missing. The amount will be deducted from monthly payment of the firm.

vi. The Ministry reserves the right to issue warnings in case of poor performance/ complaints against the firm. After three written warnings, case may be initiated for blacklisting of the firm as per prevailing PPRA's rules and the bid security as well as performance guarantee, in part or whole, of the firm may be confiscated.

7. PENALTY ON ABSENCE OF STAFF MEMBERS

iii. The Company shall be liable to provide substitute in case any employee(s) is either absent/sick or on leave.

iv. A penalty of Rs.3,000/-per day may be imposed by the Ministry for each employee being absent from duty.

8. MODE OF RECOVERY OF PENALTIES

The total amount of penalties mentioned in clause (7) will be deducted from monthly payment of firm.

9. PERFORMANCE GUARANTEE

i. The Service Provider will deposit a cheque of amount Rs._____ as Performance Guarantee as per BoQ.

ii. In case, during the duration of the Agreement MOFA finds the performance of the Service Provider unsatisfactory, the Agreement may be terminated by giving one month written notice and the performance guarantee would be forfeited in the name of the Government of Pakistan. In case of unsatisfactory performance, the company may be liable to be black listed by MOFA.

10. WORKING HOURS

The Services to be provided under this Agreement shall be performed during the regular working hours of the MOFA, i.e 0730 hrs to 1600 hrs (Monday to Saturday). However in case of need, the service provider shall be bound to provide services beyond regular working hours (including public holidays). Moreover three (3) staff members have to remain present after the office hours and on the weekends as and when required. The service provider will be bound to pay overtime to their staff as per Government rules.

11. Reward:

The company will pay Rs.10,000/- bonus to the employee of the month as a reward to the employee. The employee of the month will be announced by the

Assistant Directorate GS (SYKB). If the company does not pay bonus to the employee of the month, the amount will be deducted from their monthly bill.

12. STATUS OF INDEPENDENT CONTRACTOR

i. This Agreement does not constitute an employment relationship between the Parties, Neither the Service Provider, nor any of its agents or employees, is a partner, joint venture. Employee and/or agent of the MOFA, and therefore is not entitled to any benefits provided to employees of the MOFA. The Service Provider is obliged to inform its agents and employees of this fact and to ensure that any recourse by them is against the Service Provider and not the MOFA for any employment-related claims(s) arising while performing the work under this Agreement

ii. The MOFA shall not be liable to pay anything to any agent or employee of the Service Provider for the work done under this Agreement nor shall the MOFA be responsible for any other work-related claim(s) of the agents and employees of the Service Provider.

iii. The Service Provider shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement.

iv. The MOFA shall not be liable for any obligations incurred by the Service Provider unless specially authorized in writing.

v. The Service Provider shall not act as an agent of the MOFA, ostensibly or otherwise, nor bind the MOFA in any manner, unless specifically authorized to do so in writing.

13. GOVERNING LAW AND EXCLUSIVE JURISDICTION.

This Agreement in all respects be read and construed and shall operate as a contract, in conformity with the laws of Pakistan, and the courts at Islamabad shall have exclusive jurisdiction any dispute arising hereunder.

14. SETTLEMENT OF DISPUTE

i. Any dispute regarding interpretation or application of the agreement shall be decided through mutual consultations of the parties.

15. NONWAIVER

The failure of either party of exercise any right provided in this Agreement shall not be construed as a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

16. STAFF DEPUTATION

Staff of the firm will be deputed at different floors of the block in coordination with relevant section of the Ministry and it will be managed by the relevant division's coordinators at each floor/ area.

17. ENTIRETY

This Agreement constitutes the entire understanding and agreement between the Parties in relation to the subject matter hereof. All previous Agreement between the Parties relating to the subject matter hereof are automatically terminated when this Agreement enters into force as set out herein.

18. AMENDMENTS

Any modifications or amendments made to this Agreement shall be valid only if made in writing and signed by duly authorized representatives of the Parties

19. ASSIGNMENT

Neither this Agreement in its whole, nor the rights and obligations herein shall be assigned by either Party without the prior written consent of the other Party.

20. TERMINATION

Either Party may terminate this Agreement at any time by giving at least one month's notice in writing to the known office address of the other Party. Each Party shall continue to be liable for its obligations under this Agreement up till its valid termination or up till the expiry of the Agreement.

21. ANNEXURES

All Annexure or attachments and future amendments made therein, from time to time, and signed by the Parties shall be deemed to form an integral part of this Agreement.

Parties hereto have set their hands and seals the day, month and year mentioned hereinabove.

For and on behalf of
The MOFA
Dated _____

For and on behalf of
M/s XYZ
Dated _____