

TERMS OF REFERENCE

National Engineering Services Pakistan (Pvt.) Limited (NESPAK) invites electronic Bids through EPADS **on single stage-one envelope** bidding procedure basis from reputed janitorial firms/companies, registered with Income Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue, for providing janitorial services for NESPAK House located at 24/B2, Phase-V, Hayatabad Peshawar. The services shall cover Basement, Ground Floor, First Floor, Second Floor, Stair Cases, Lobbies, Canteen, Kitchens and Wash Rooms within the premises of the above-mentioned peripheries comprising 45,538 SFT. The detailed terms and conditions and scope of the Services are elucidated hereunder.

TERMS & CONDITIONS:

1. Bids shall be submitted through EPADS up to March 09, 2026 till 11:00 am. Bids will be opened on same day on EPADS at 11:30 am. NESPAK will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
2. Bid Security amounting to PKR 40,000 must be provided in the form of pay order/CDR in the name of National Engineering Services Pakistan (Pvt.) Limited. Scanned copy of the Bid Security to be provided on EPADS with the Bid & original shall be submitted to the address specified in the Invitation to Bid before the Bid submission deadline, failing which the bid shall be rejected. The Bid Securities of unsuccessful Bidders shall be returned upon award of the Contract to the successful Bidder; whereas the Bid Security of successful Bidder shall be returned when the Bidder has signed the Services Agreement with NESPAK.
3. All Bids shall remain valid for Ninety (90) days after the date of bid opening.
4. The Bidders must quote for the complete scope of the Services. Any bid covering partial scope of Services will be rejected.
5. A substantially responsive Bid is one which meets the following requirements:
 - I. Accompanied with the required Bid Security.
 - II. Registration of firm (partnership or certificate of incorporation/registration).
 - III. National Tax Number (NTN) Certificate of the firm and print / extract of active tax payer list of FBR.
 - IV. Five years' experience of providing janitorial services with national/multinational organizations. Satisfactory Performance/Completion certificates from at least three such organizations shall be submitted with the Bid.
 - V. Affidavit on non-judicial stamp paper declaring that the firm has not been black-listed by any department/ organization.
 - VI. The firms must be ISO 9000 certified.

VII. All the staff required by NESPAK must be registered with EOBI/ Social Security.

VIII. The Bidder must possess Ride-on, Scrubbing, Walk behind cleaning machines.

Documentary evidence must be provided for each above-mentioned requirement.

6. Price quoted by the Bidder shall include all prevailing taxes such as income tax, KP Sales Tax on services, etc.
 7. The Bidder shall attain minimum staff (duly uniformed) on daily basis for the services as follows:
 - a) Supervisor/ Manager 01
 - b) Sweepers 08
 8. It shall be the Bidder's responsibility to make payment of salary, etc., to his staff including all benefits and Government dues payable under Labor Laws, if any, in respect of the Bidder's staff.
 9. The Contract shall be awarded to the Bidder whose Bid will be determined as Most Advantageous Bid (substantially responsive to requirements of the Bidding Documents with the lowest evaluated Bid Price).
 10. Successful Bidder shall be invited to enter in to an agreement, valid for three (3) years.
 11. The quoted Total Bid Price shall be adjusted as per provisions stated in the attached Services Agreement.
 12. The successful Bidder will submit Performance Security @10% of the Contract Price in shape of bank guarantee on the format acceptable to NESPAK before signing of the Services Agreement.
 13. NESPAK reserves the right to seek any clarification, explanation, or additional information from bidders during the evaluation of bids, in accordance with the Public Procurement Rules, 2004. Failure to provide such clarification within the time specified by NESPAK may render the bid non-responsive.
 14. NESPAK reserves the right to annul the bidding process and reject all Bids, at any time prior to award of the Contract in accordance with Public Procurement Rules, 2004.
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SCOPE OF BID

SCOPE OF SERVICES:

A. On Daily Basis: (Janitorial Services)

1. Cleaning, Sweeping and water mopping of all tiled and glazed floors.
2. Dusting and cleaning of office furniture.
3. Cleaning of all washbasins sinks and water closets. Keeping one person for mopping of bathrooms, stair cases, and lobbies during office hours on each floor.
4. Cleaning scrubbing and disinfecting all toilets.
5. Emptying of all waste receptacles and cleaning of related items.
6. Dusting of venetian blinds.
7. Cleaning and dusting of all partitions, doors, windows and cupboards.
8. Cleaning of water coolers / dispensers.
9. Chemical cleaning of bathrooms as and when required.
10. Sweeping of road shoulder adjacent to building and outside area.
11. Collection and disposal of garbage.
12. Cleaning of drains and sewerage and keeping it free from choking.

B. On Daily Basis: (Glass Cleaning)

1. Cleaning of all interior and exterior glasses of all floors.
2. Cleaning of all water closets, waste lines and taps by using appropriate methods including the use of chemical for removal of stains.
3. Scrubbing and cleaning of lobbies and stair cases.
4. Spotless cleaning of steel railing with thinner.

C. On Fortnightly Basis:

1. Cleaning of all walls.
2. Dusting of all visible pipes, AC filters, fans and light fixture etc.
3. Scrubbing and cleaning glass doors and windows.
4. Cleaning of all wall and ceiling lights.
5. Cleaning of roof top.

D. On Monthly Basis:

1. Thoroughly scrubbing washing cleaning of all common areas and basement.
2. Removal of cobwebs.
3. Fumigation at designated locations.

The scope of Services shall also include the following:

- All the bids must be inclusive of cleaning materials.
- The Bidder shall also provide all the essential equipment required for the services at his own risk and cost comprising stools/ stairs (for external glass windows), vacuum cleaners, floor washing & rubbing machines.
- The garbage etc., shall be disposed off on daily basis to the place designated by NESPAK.
- The Bidder will ensure that no intoxicate or any banned items to be used during the services. Fumigation shall be done on weekends with the prior permission of NESPAK.
- The Bidder shall be provided by NESPAK with free of cost water, gas and electricity at service place.
- The Bidder's staff and incoming/ outgoing staff will be subject to thorough security check by the NESPAK Security.
- The Bidder's performance shall be reviewed after one month to evaluate the viability / workability. In case of non-compliances of the Bidder, NESPAK Committee shall proceed in accordance with provision of the Services Agreement.

SCOPE OF WORK

A) ESTIMATED BUILDING AREA		
S.No	Covered Area (Sift) / Locations	Covered Area (Sift) Locations
1	Basement Floor	14,608
2	Ground Floor	10,020
3	1 st Floor	10,255
4	2 nd Floor	10,255
5	Mummty	400
	Total	45,538
Other Areas		
1	Canteen + External WC's	782
2	Rare Parking/Open area	2,250

3	Corridors (Right and Left of Building)	3,128
4	Planter + Guard Room	404
5	Ramps	1162
6	Entrance Court Yard + Parking + Podium	3,270

Bathroom Details

S.N	Description	Detail of Bath Rooms
1	Ablution area	1 No.
2	Ground Floor	01 No. Executive WC + 01 Nos. Ladies + 01 Nos. Gents Lavatory*
3	1 st Floor	02 No. Executive WC + 01 Nos. Ladies + 01 Nos. Gents Lavatory*
4	2 nd Floor	01 No. Executive WC + 01 Nos. Ladies + 01 Nos. Gents Lavatory*
5	Canteen Area WCs	02 Nos.

Note: * Lavatory represents 4 No. Grouped WC

A) Estimated Manpower Requirement

S.No	Description	Quantity (Nos.)
1	Supervisor/ Manager	01
3	Sweepers*	08 Males
	Total	09 Nos

Note: 2 Sweepers per floor, 1 for basement, 1 for external areas.

Note: The 'Scope of Bid' shall become an integral part of the Services Agreement.

Abstract of Cost

Sr. No.	Description	Estimated QTY (No.)	Unit Rate Per Month inclusive of all applicable taxes except KP- Sales Tax on Services (PKR)	Amount (PKR)
01	Supervisor	01		
02	Sweepers	08		
(A)	Total Amount (per month) =			
(B)	Bid Price (for three years) = (A) x 36 =			
(C)	KP Sales Tax on Janitorial Services @ 10% = (B) x 0.10 =			
(D)	Total Bid Price = (B) +(C) =			

Note:

- The price quoted by the Bidders shall include wages contributions & and all taxes applicable on the Bidder under prevailing laws of Pakistan including but not limited to Income Tax, KP Sales Tax on Services, EOBI, ESSI contribution etc.
- The Janitorial Services Provider shall ensure the minimum wage compliance notified by the Government of Khyber Pakhtunkhwa (GoKP) from time to time. Any subsequent increase in the minimum wage during the tenure of this Agreement shall be implemented by the Janitorial Services Provider without asserting any additional financial claim on the Client. The Procuring Entity shall be entitled to reject bids not complying with the minimum wage requirements.
- The above Abstract of Cost shall be furnished on the company's letterhead.

JANITORIAL SERVICES AT NESPAK HOUSE PESHAWAR

SERVICES AGREEMENT

(SPECIMEN)

THIS AGREEMENT (hereinafter called the "Service Agreement") is made at Peshawar on ___day of _____2025

between

National Engineering Service Pakistan (Pvt) Limited a Consulting Engineering Company incorporated under the Companies Ordinance 1984 having its Registered Office, NESPAK House, 1-C, Block-N, Model Town, Extension Lahore, 54000 through its duly constituted attorney (hereinafter referred to as the "**The Client**" which expression shall include its success or-legal representatives and permitted assigns); of the one part

and

_____, (hereinafter referred to as "**Janitorial Services Provider**", which expression shall include its successors, legal representatives and permitted assigns); of the other part.

(**Client** and **Janitorial Services Provider** are hereinafter collectively referred to as the "Parties" or individually as a "Party").

Whereas the **Client** has requested the **Janitorial Services Provider** to provide Services for NESPAK House, located at 24/B2, Phase-V, Hayatabad, Peshawar. The details of Services required are mentioned in Clause 1.3 and shall include but not limited to, providing Services pertaining to cleaning as required on day-to-day basis, (hereinafter referred to as the "**Janitorial Services**");

And whereas, **Janitorial Services Provider** represents that it is in the business of and has considerable expertise and experience in providing Janitorial Services, and executing the work of such nature, as is from time to time required by **the Client**.

And whereas, relying upon the representations made by **Janitorial Services Provider**, the Client has agreed to enter into an agreement with **Janitorial Services Provider** on a non-exclusive basis in respect of the Services and execution of work as specified hereunder and **Janitorial Services Provider** agrees to provide the Services and execute the work as and when required by the the **Client** on the terms and conditions set out in this Services Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. Appointment

- 1.1 **The Client** hereby enters into an agreement with the **Janitorial Services Provider** on non-exclusive basis for rendering the Services on the terms and conditions contained herein. The provisions of this Agreement shall regulate the utilization of Services provided by **Janitorial Services Provider** to **Client**

Janitorial Services Provider shall provide the Services only through its regular and permanent employees, hereinafter referred to as **Janitorial 'Services Provider's Employees'**.

- 1.2 The Janitorial Services include but not restricted to the as mentioned in **Scope of Services**:
- 1.3 Unless otherwise required by the **Client**, the Services in connection with this Services Agreement shall only be performed in Peshawar, Pakistan.
- 1.4 If for any reason the **Client** does not approve any Services of any employee or Employees of **Janitorial Services Provider's** Employee, the **Janitorial Services Provider** shall immediately ensure that a replacement is sent to the **Client**, ensuring that the execution of the Services Agreement is not disrupted or delayed.
- 1.5 It is mutually agreed by both the parties that any person which have any type of connection / relation with the **Client**, will not be engaged / employed by the **Janitorial Service Provider**.
- 1.6 This Services Agreement will be for three (03) years, effective from _____ 2025.
- 1.7 This Services Agreement is subject to termination either by the **Client** or the **Janitorial Services Provider** by giving one month advance written notice without assigning any reason.
- 1.8 This Services Agreement shall become effective from the date of its signing by the both of parties.
- 1.9 **Janitorial Services Provider** shall commence the Janitorial Services within seven (07) days of signing of the Services Agreement.
- 1.10 At the end of each month the Janitorial Services Provider shall submit the monthly bill, if any. As payment of Janitorial Services, a mutually agreed per month amount of PKR. _____/- (Pak Rupees _____ only) will be paid to **Janitorial Services Provider** by the **Client** on 15th of every month. All payments shall be made after deduction of all applicable taxes.
- 1.11 The invoiced amount for each month from the 13th month beyond commencement of the Janitorial Services shall be adjusted as below:
 - a) From 13th month to 24th Month
Adjusted Amount = Invoiced Amount \times $\frac{\text{General CPI (National) for 13th month}}{\text{General CPI (National) for the month of commencement date}}$
 - b) From 25th month to 36th Month
Adjusted Amount = Invoiced Amount \times $\frac{\text{General CPI (National) for 25th month}}{\text{General CPI (National) for the month of commencement date}}$
Value of CPI General Shall be as per Pakistan Bureau of Statistics, Monthly Statistical Bulletin, Government of Pakistan.

2. Duration

This Services Agreement be valid up to _____ 2028.

3. Duties Janitorial Services Provider

3.1 **Janitorial Services Provider** shall ensure that:

- a) The Janitorial Services are to be performed by **Janitorial Services Provider** on the basis of a 5 days working week and 42.5 hours per week; however, alternate arrangement of cleanliness is also responsibility of **Janitorial Services Provider** at occasions of ceremonial days/public holidays.
- b) The Employees hired by **Janitorial Services Provider** for the *discharge of their contractual shall be obligations* suitably qualified and trained to perform the Services. All the employees of the Services Provider shall wear a neat & clean uniform provided by the **Janitorial Services Provider**.
- c) **Janitorial Services Provider** shall provide eight (08) well trained sweepers and one (01) supervisor for services at NESPAK House Peshawar.
- d) All such persons shall be directly employed by **Janitorial Services Provider**, which shall, as employer, be **directly** and solely responsible for all such employees and personnel and for the payment of their wages, salaries and other benefits.
- e) **Janitorial Services Provider** shall themselves ensure that their Employees comply with all applicable laws, rules and regulations and the customs of Pakistan
- f) All **Janitorial Services** are carried out with reasonable skill and care;
- g) **Janitorial Services Provider** promptly notify **Client** of any matter coming to their knowledge and to knowledge of any of the **Janitorial Services Provider's** Employee, which could have a material affect on the business or affairs of **The Client**;
- h) The **Janitorial Services Provider** Employees comply with any regulations provided to **Janitorial Services Provider** under clause 4.1 here in below.

3.2 **Janitorial Services Provider** shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each **Janitorial Services Provider** Employee is entitled under his contract with **Janitorial Services Provider**. For the sake of clarity, it is specifically provided that **the Client** shall not be liable to any **Janitorial Services Provider** Employee for any salary or emoluments, or for the reimbursement of any expenses, or for any other amount on any other account. All claims made by **Janitorial Services Provider** Employees shall be dealt with exclusively by **Janitorial Services Provider**. None of the **Janitorial Services Provider** Employees shall be entitled to seek employment of **the Client** merely on the ground that he had been engaged by **Janitorial Services Provider** during the tenure of this Services Agreement or was engaged by **Janitorial Services Provider** for the provision of the Janitorial Services to **the Client**.

- 3.3 The **Janitorial Services Provider** is responsible for the due and proper observance of all laws including labour Laws (“Labour Laws”) applicable to themselves and their employees and shall ensure compliance of all statutory payments under the provisions of Labour Laws, including but not limited to EOBI, Social Security (ESSI), Gratuity, Education Cess and Group life insurance and hereby agrees to keep and hold **the Client** indemnified against any loss, damage, set back, claim etc. in this regard at any time in the future including during subsistence or after expiry or termination of this Services Agreement. Such indemnification shall supersede this Services Agreement.
- 3.4 During the tenure of this Services Agreement, any person deployed by the Janitorial Services Provider to **the Client** for the discharge of contractual obligations, each **Janitorial Services Provider’s** Employee shall be employed only by **Janitorial Services Provider** and shall neither be employed by the **Client**, nor represent or pose himself / herself as being an employee of the **Client**, nor paid any salary or remuneration by the **Client**.
- 3.5 The **Janitorial Services Provider** shall maintain well defined mechanism for redressing complaints in respect of discharge of obligations under the Services Agreement. All complaints shall be resolved by the **Janitorial Services Provider**, in consultation with the **Client**, in the shortest possible time and in a just, fair and equitable manner.
- 3.6 **Janitorial Services Provider** shall inform the **Client** about any change amongst its management team and /or Directors during the tenure of this Services Agreement.
- 3.7 **The Janitorial Services Provider** shall submit performance security @ 10% in shape of CDR or bank guarantee (will be released after completion of contract) before signing of Services Agreement.

4 Duties of the Client

- 4.1 **The Client** may provide **Janitorial Services Provider** with copies of any and all internal regulations required to be complied with by **Janitorial Services Provider** during the performance of the Janitorial Services including, without limitation, code of conduct and security procedures. **The Client** shall notify **Janitorial Services Provider** of any changes to the same during the continuance of this Services Agreement.

5. Notices

- 5.1 Any notice or other communication given or made under by this Services Agreement shall be in writing.
- 5.2 Any such notice or other communication shall be addressed as provided in sub-clause 5.2 (b) and, if so addressed, shall be deemed to have been duly given or made as follows:
- a) If sent by personal delivery, upon receipt at the address of the relevant Party;
 - b) If sent by first class post or courier, upon delivery to the addressee.

The relevant addressee and address of each Party for the purposes of this Services Agreement are:

Name of Party	Address

M/S NATIONAL ENGINEERING SEVICES PAKISTAN (Pvt) LIMITED	NESPAK HOUSE: 24/B2, Phase-V, Hayatabad, Peshawar. Tel PABX: 091-5837220 (Ext.134) E-mail: nespakp@gmail.com
Name of Party	Address

6. Governing Law & Arbitration.

6.1 This Services Agreement shall be governed by and construed in accordance with the laws of Pakistan and each of the Parties hereto submits to the non-exclusive jurisdiction of the courts in Peshawar, as regards any claim or matter arising under this Services Agreement.

6.2 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Services Agreement or its interpretation. Any dispute between the Parties as to matters arising under this Services Agreement which cannot be settled amicably may be submitted by either Party to arbitration. The arbitration proceedings shall be conducted in accordance with the Arbitration Act 1940 or any amendment or re-enactment thereof and the rules made thereunder. Each dispute submitted by a Party to arbitration shall be heard by an arbitration tribunal comprising two arbitrators, one to be appointed by each party, and an umpire to be appointed by the two arbitrators so appointed. The umpire shall be any person to be appointed by the arbitrators. Arbitration proceedings shall, unless otherwise agreed by the Parties be held in Peshawar, Pakistan.

IN WITNESS WHEREOF the Parties have executed this Services Agreement on the date first mentioned above.

For and on behalf of NESPAK (Client)	For and on behalf of (Janitorial Services Provider)
Muhammad Dawood Akhtar Regional Manager, Peshawar	
Witness 1:	Witness 1:
Witness 2:	Witness 2: