

## **TERMS OF REFERENCE (TOR)**

National Engineering Services Pakistan (Pvt.) Ltd. – NESPAK located in Sector G-5/2 Islamabad hereinafter called the “**Client**” intends to engage the services of a Contractor for Janitorial Services hereinafter called the “**Contractor**”.

### **1. Mandatory Requirement**

- i) The Contractor should have at-least 08-years relevant experience in Govt. / Corporate Offices.
- ii) Availability of latest equipment & machinery for maintenance
- iii) Requite Key personnel & trade-wise staff
- iv) The Contractor should be on Active Tax Payer’s List
- v) The Contractor should be GST Registered.

### **2. Obligations of the Contractor**

- i) Contractor shall provide and perform the services as defined in Scope of Services attached as **Annexure-A**.
- ii) Contractor shall strictly observe office ethics and discipline and shall perform its services 6-days a week except gazetted holidays. Working hours would be 0700 Hrs to 1700 Hrs.
- iii) The Contractor being an independent contractor and employer of his employees engaged for the execution of this contract shall be responsible for the payment of wages according to minimum wages etc to his employees and any other mater related thereto.
- iv) Contractor shall be strictly bound by the decision’s of Client’s Management to improve the system or the quality of services being rendered.
- v) Contractor shall ensure not to store any dangerous / hazardous material and shall remain cautious and vigilant abiding by all health and safety precautions at its own.
- vi) Contractor shall also be liable for the observance of the Labor Law or any other law having its applications, if any. Client shall not be held liable for contravention or breach of any law committed either by the Contractor or employees of the Contractor.
- vii) The Contractor will arrange at their own all the requisite equipment, sanitary apparatus and material required for efficient execution of services including but not limited to brooms, acid, floor shampoos, brushes, dusters, mops, jaala brushes, cleansing chemicals, cloths, detergents as well as grinding & polishing

machines. Storage space for above materials shall be provided by the Client at appropriate location within the office premises.

- viii) The Contractor agrees that the work of sanitation shall be subject to inspection by representative of the Client and in case of any complaint the Contractor shall be bound to employ with instructions of such representative.
- ix) In the event that there is any damage to the Client's property by the Contractor or its staff, the Contractor shall bear the cost of repairs / replacements of the fittings, fixtures, equipment/ materials / and any other features of the building premises, if it is determined that damage to these properties was willful or by the negligence of mishandling by the Contractor.
- x) The Contractor shall remove any person from his rolls if he/she is considered undesirable by the Client.
- xi) The Contractor shall be responsible to issue proper uniform and company cards to his employees for their identification.
- xii) The Contractor staff/workers will not take part in any political activity.
- xiii) The Contractor undertakes to perform the job of sanitation after exercising due care and caution in keeping the area clean to the entire satisfactions of the Client.
- xiv) The Contractor may be assigned for any additional relevant works likewise cleaning of water tanks , septic tanks, etc. as and when required basis and on mutually agreed rates.
- xv) The force majeure clause will become effective in case of any delay in failure of performance of the Contractor and such delay or performance hereto shall not constitute default hereunder or give rise to any claim for damages if such failure of performance is caused by occurrence beyond the control of the Contractor including natural calamities, acts of wars, rebellion or sabotage or damage resulting there from, fire or explosions, accidents, breakdown, riots commotions, strikes, epidemic or any other cause whether or not of the same class or kind as those specifically stated above, which are not within control of the Contractor affected and which by the exercise of responsible diligence.
- xvi) Any dispute arising out of this agreement or performance under this agreement shall be referred to the Managing Director NESPAK whose decision will be final and binding on both parties.

### **3. Facilities to be provided by the Client**

- i) Client will be responsible to provide hand wash, hand, sanitizers and soap as per their own standard and contractor will not be deemed responsible for the availability of such items.

- ii) Storage space for Contractor's equipment, sanitary apparatus and material shall be provided at appropriate location within the office premises by the Client.

#### **4. Payments**

- i) Payment shall be paid on **LUM SUM PER MONTH** basis and upon provision of satisfactory services only. The monthly bill will be submitted to the Client on start of each month and it shall be paid within 15 (fifteen) days by the Client.
- ii) Tax deductions shall be applicable as per Law of Land.
- iii) No extra payments shall be admissible for allied services required for garbage collection, van charges, etc.
- iv) The Contractors shall be liable to pay all taxes, imposition or levies that the Government, Local Council or other authorities have imposed or may impose during the currency of this contract.
- v) Contractor should have to remain on Active Tax Payer's list throughout the currency of the Contract.
- vi) In case of dissatisfaction with the quality of services in accordance with the provisions of this agreement, the Client shall be at liberty to get the required work done through another person(s) and any amount paid to him/them in this behalf will be deducted from the pending monthly bill.
- vii) Also, in case of default of any term or condition of this contract on the part of the Contractor, the Client shall be entitled to impose a fine of minimum Rs.1,000/- per day which shall be subject to recovery from the monthly bill of the Contractor pending for payment.

#### **5. Validity of the Agreement**

- i) The agreement will remain in force for a period of one (01) years.
- ii) Either party may terminate this Agreement by giving one month notice in writing.

#### **6. Termination by the Client**

- i) In the event of the Contractor containing a breach of any of the terms and conditions of the service agreement, the Client shall be entitled to terminate the Service Agreement by giving one (01) month notice assigning any reason.
- ii) Continued dissatisfaction will result in cancellation of the Agreement.
- iii) Misconduct in any ways shall cause termination of the Contract.

## 7. Price Bid

- i) Bidders should have to quote its price in following manners;

**Quoted Bid Price (PKR):**

(Amount in figures: Rs. \_\_\_\_\_)

(Amount in words:

\_\_\_\_\_  
\_\_\_\_\_)

(Quoted Bid Prices should be inclusive of all applicable taxes including GST)

- ii) Conditional bids shall be rejected.
- iii) Prices shall remain fixed during the entire period of Agreement.
- iv) Bid Security for an amount of Rs. 15,000/- (Rupees fifteen thousands, only) will require to be submitted along with the Bid.
- v) Bid Security should be in the form of Deposit at Call or Pay Order or Banker's Cheque in the favor of NESPAK Islamabad.
- vi) Bid not accompanied by an acceptable Bid Security shall be rejected by the Client as non-responsive.
- vii) The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- viii) A formal Agreement delineating above TORs shall be signed upon award of works with the successful bidder and Bid Security of the successful bidder will be returned thereafter.

**SCOPE OF SERVICES**

**A. ON DAILY BASIS:**

- 1) Cleaning, sweeping and water mopping of all tiled and glazed floors including staircase and lift areas.
- 2) Dusting and cleaning of Office furniture.
- 3) Cleaning of all washbasins, sinks and water closets.
- 4) Permanent availability of one person on each floor for mopping duration the duty hours.
- 5) Female Worker(s) shall be required for ladies toilet.
- 6) Cleaning, scrubbing and disinfecting all toilets.
- 7) Emptying of all waste receptacles and cleaning of related items.
- 8) Cleaning of water coolers.
- 9) Chemical cleaning of Bath rooms as and when required.
- 10) Sweeping of road & pathways within building premises and adjoining outside areas.
- 11) Collection and disposal of Garbage.
- 12) Cleaning of drains and sewerage and keeping it free from chocking.

**B. ON WEEKLY BASIS:**

- 1) Cleaning of all interior and exterior glasses up to ground floor and of fifth floor.
- 2) Cleaning of all water closets, waste lines and taps by using appropriate methods including the use of chemical for removal stains
- 3) Scrubbing / polishing and cleaning of lobbies and stair cases.
- 4) Dusting of all venetian blinds
- 5) Cleaning and dusting of all partitions doors, windows and cupboards.
- 6) Glint spraying and cleaning of Glass doors and windows.

**C. ON FORTNIGHTLY BASIS:**

- 1) Cleaning of all walls and lights
- 2) Dusting of all visible pipes, air-conditioning ducts fans and light fixture etc.
- 3) Cleaning of roof top.

**D. ON MONTHLY BASIS:**

- 1) Thoroughly scrubbing / polishing, washing and cleaning of all common area and two basements.
- 2) Removal of cobwebs.