

Standard Bidding Document

Janitorial Services required at NICL Building Karachi & NICL House
Karachi for the period of One Year (NICL/Procurement/2026/34)
(Non-Consultancy Services)

National

Single Stage-One Envelope



August 28, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

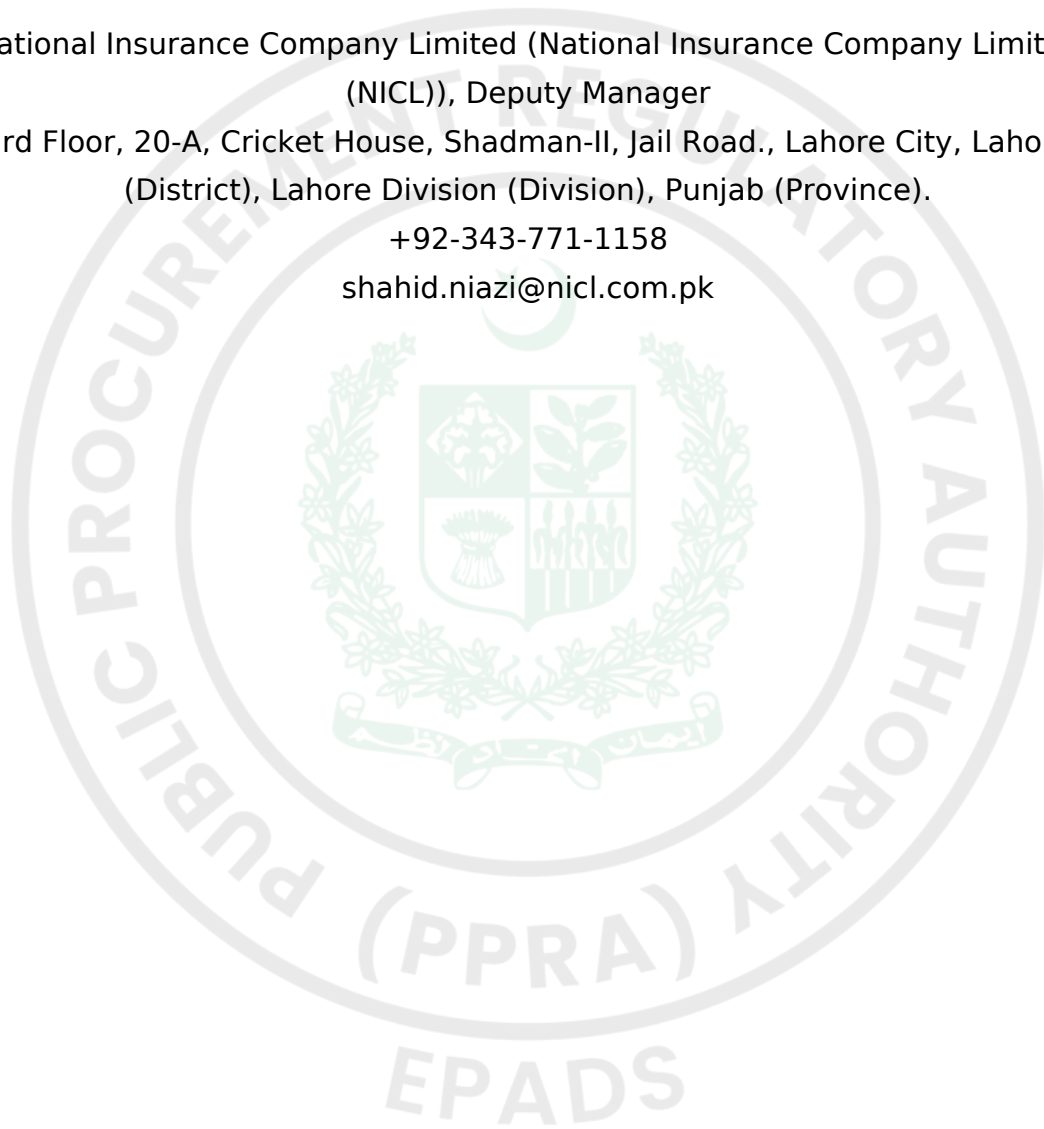
1. The **National Insurance Company Limited (National Insurance Company Limited (NICL))** has reserved Funds for the procurement planned for FY **2026-27**. The **National Insurance Company Limited (National Insurance Company Limited (NICL))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“Janitorial Services required at NICL Building Karachi & NICL House Karachi for the period of One Year (NICL/Procurement/2026/34)”** with the reference of **"P103540"**
2. The **National Insurance Company Limited (National Insurance Company Limited (NICL))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/103540>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Friday, September 18, 2026 11:00 AM**. E-bids will be opened on the same day at **Friday, September 18, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new

version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>.

A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraudulent & Corrupt Practices

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to BDS, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

12.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. Price Adjustment

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. **Opening of Bids**

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who

choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. **Preliminary Examination of Bids**

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions, Technical Evaluation

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with BDS, it shall reject the bids.

27. Correction of Errors

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. Conversion to Single Currency

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. Evaluation of Bids

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30. Determination of Most Advantageous Bids

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. Abnormally Low Financial Bids

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. Rejection of Bids

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. Single Responsive Bid

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. Arbitration

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. Criteria of Award

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. Procuring Agency's Right to reject All Bids

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. Notification of Award

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. Signing of Contract

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. Performance Guarantee

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. Corrupt & Fraudulent Practices

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. GRC Procedure

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **National Insurance Company Limited (National Insurance Company Limited (NICL))**

The subject of procurement is: **Janitorial Services required at NICL Building Karachi & NICL House Karachi for the period of One Year (NICL/Procurement/2026/34)**

Expected commencement date: **Sunday, October 25, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P103540**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, September 14, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **National Insurance Company Limited (National Insurance Company Limited (NICL))** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid:

1. Bid Securing Declaration Form: Bid Securing Declaration Form required as per Form No. 9 of the Standard Bidding Documents (SBD) must be submitted to the Manager Procurement on legally valid and duly attested stamp paper of Rs. 100/- in the form of hard copy by the stated deadline for submission. While the bid security is not required. Delivery Address: Manager Procurement Department, 5th Floor, Left Wing, NICL Building Abassi Shaheed Road, Karachi Tel: 021-111-642-642
2. Financial Sheet- Annexure-A
3. Detail Of Cleaning Equipment- Annexure-B
4. Schedule of Wages- Annexure-C

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for $90+28 = 118$ days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

3rd Floor, 20-A, Cricket House, Shadman-II, Jail Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Friday, September 18, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day : **Friday**

Date: **Friday, September 18, 2026**

Time : **11:30 AM**

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievance against this procurement shall be submitted online on EPADS v2.0.



Eligibility Criteria

Bidder's Type	Required Registration
Sole Proprietorship	NADRA CITIZENSHIP (CNIC/NICOP)
Partnership Firm	FBR (NTN)
Company (Private Limited)	FBR (GSTN)
Company (Public Limited)	
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
The vendor must be listed as an active taxpayer on the FBR website as well as on SRB website at the time of bid evaluation. Attach Active Tax Payer Certificate.	Yes
The firm should have minimum of (05) five years relevant experience. Attach relevant experience letter/certificate.	Yes
The vendor must not appear on the PPRA Active Blacklisted Firms list at the time of bid evaluation. Attach undertaking on stamp paper.	Yes

The vendor must have an office in Karachi. Attach ownership documents /tenancy agreement.	Yes
The firm have ongoing /completed 05 projects of Janitorial Staff in each project for providing the Janitorial Services for a minimum period of 12 months during the last 5 years to any Organization. Attach work order, contract agreement, satisfactory performance letter.	Yes
The firm must submit at least 05 Clients Satisfactory Performance Certificate issued during the last 5 years by any Organization.	Yes
Attested EOBI & SESSI most recent contribution payment slip of the total number of staff employed on bidder's payroll.	Yes
Average Annual Turnover must be 10 Million during last three (03) financial years (Income Tax Return Forms &/or Audited statement of accounts details or atleast Bank Statements to be attached as supporting documents).	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)



Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Janitorial Services required at NICL Building Karachi & NICL House Karachi for the period of One Year	Address: BSDF required as per Form No. 9 of the (SBD) must be submitted to the Manager Procurement on legally valid and duly attested stamp paper of Rs. 100/-. Address: Manager Procurement Department 5th Floor, Left Wing, NICL BLDG Abassi Shaheed Road, KHI Schedule: 27 Days Quantity: 1/job	1/job	0 PKR

Related Services :

No



Services Specifications

Positions Without Lots :

Position: Janitorial Services required at NICL Building Karachi & NICL House Karachi for the period of One Year

Specifications / Requirements:

a. DESCRIPTION OF WORK i. Cleaning/mopping and general maintenance of area from ground floor to 6th floor and 12th floor areas. ii. Cleaning/mopping and general maintenance of area at basement including drain passages/lines and adjacent machine/plant rooms & other areas. iii. Cleaning/mopping and general maintenance of main entrance area including all entrances, front side, right and rear sides. iv. Cleaning/mopping and general maintenance of all stairs of both the buildings from ground to 17th floors and ground floor to 15th floors including lift lobbies, corridors etc. v. Cleaning/mopping and general maintenance of all vacant floors including lobbies, rooftop on both towers etc. vi. Cleaning of main sewerage/drainage lines of the building. vii. Cleaning of fountains. viii. Any other area within or outside the building. ix. Cleaning/mopping and general maintenance of NIC House at DHA, Karachi. b. SERVICES The contractor shall at his own risk & cost, provide competent, efficient and at the required time, sanitation and cleaning services, supervised and inspected by experienced and trained supervisors, who shall be available all the time during the office hours inside the building. The services include but not limited to regular supervision of the services provided to the building in accordance with its requirement and adequate and standard of hygiene. The contractor undertakes to provide these services to the Company's full satisfaction and shall accordingly carry out the necessary planning, management and supervision of the services. NOTE : COMPLETE SCOPE OF WORK IS ATTACHED AS AN ANNEXURE

Scope of Work

SCOPE OF WORKS IS ATTACHED AS AN ANNEXURE

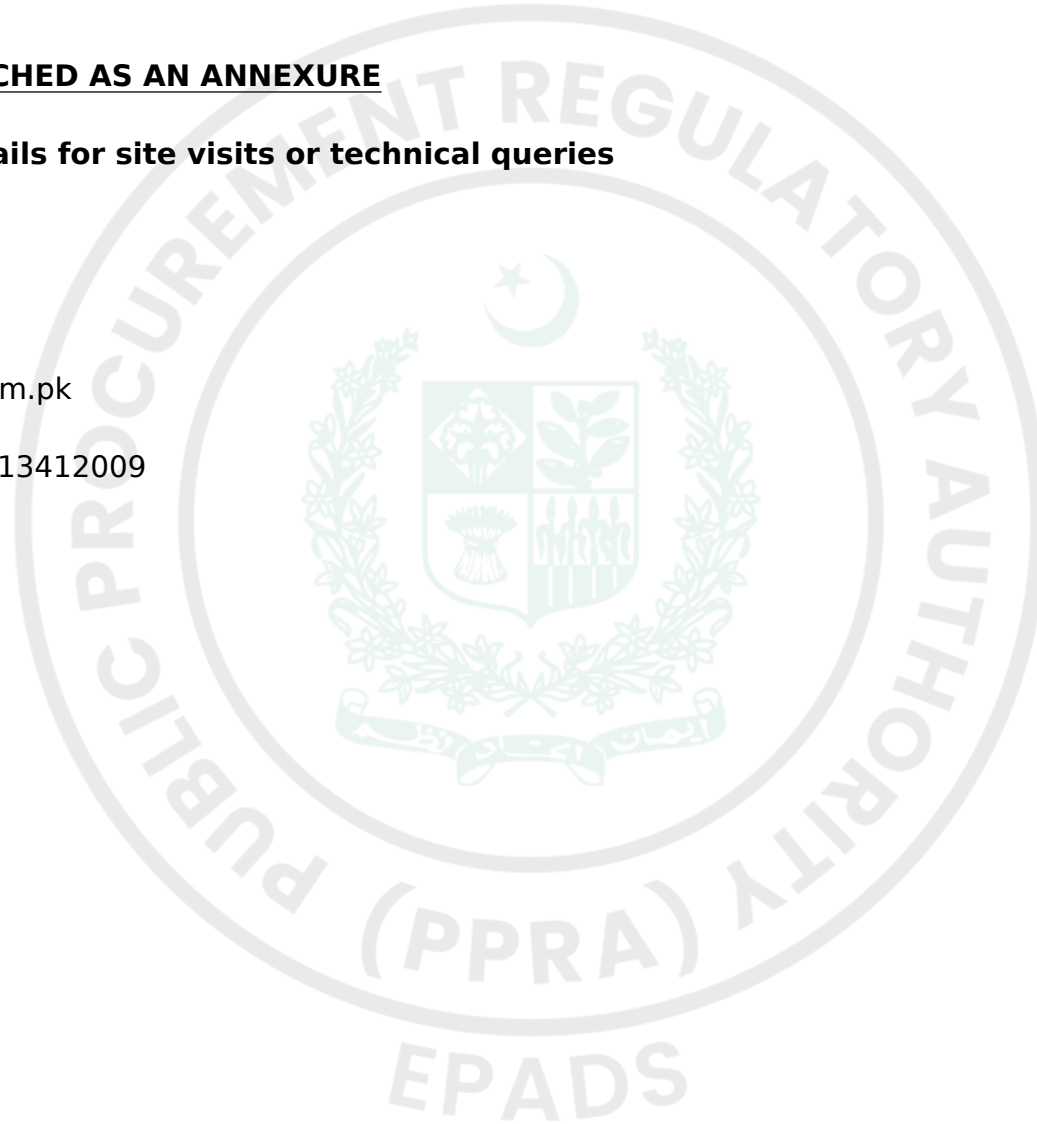
Point of Contact (POC) details for site visits or technical queries

Name: Irshad Soomroo

Designation: Manager

Email: Irshar.soomroo@nicl.com.pk

Contact Number (Mobile): 03013412009



Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the SCC.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the SCC.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC**.

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: National Insurance Company Limited (National Insurance Company Limited (NICL)), Deputy Manager 3rd Floor, 20-A, Cricket House, Shadman-II, Jail Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

The Supplier is:

The title of the subject procurement is: Janitorial Services required at NICL Building Karachi & NICL House Karachi for the period of One Year (NICL/Procurement/2026/34)

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

National Insurance Company Limited (National Insurance Company Limited (NICL)), Deputy Manager 3rd Floor, 20-A, Cricket House, Shadman-II, Jail Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

+92-343-771-1158

shahid.niazi@nicl.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

National Insurance Company Limited (National Insurance Company Limited (NICL)), Deputy Manager
3rd Floor, 20-A, Cricket House, Shadman-II, Jail Road., Lahore City, Lahore (District), Lahore Division
(Division), Punjab (Province).
+92-343-771-1158
shahid.niazi@nicl.com.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.00% to 0.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P103540**

To: **National Insurance Company Limited (National Insurance Company Limited (NICL)), Deputy Manager 3rd Floor, 20-A, Cricket House, Shadman-II, Jail Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **National Insurance Company Limited (National Insurance Company Limited (NICL)), Deputy Manager 3rd Floor, 20-A, Cricket House, Shadman-II, Jail Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Janitorial Services required at NICL Building Karachi & NICL House Karachi for the period of One Year (NICL/Procurement/2026/34) (P103540)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and

8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

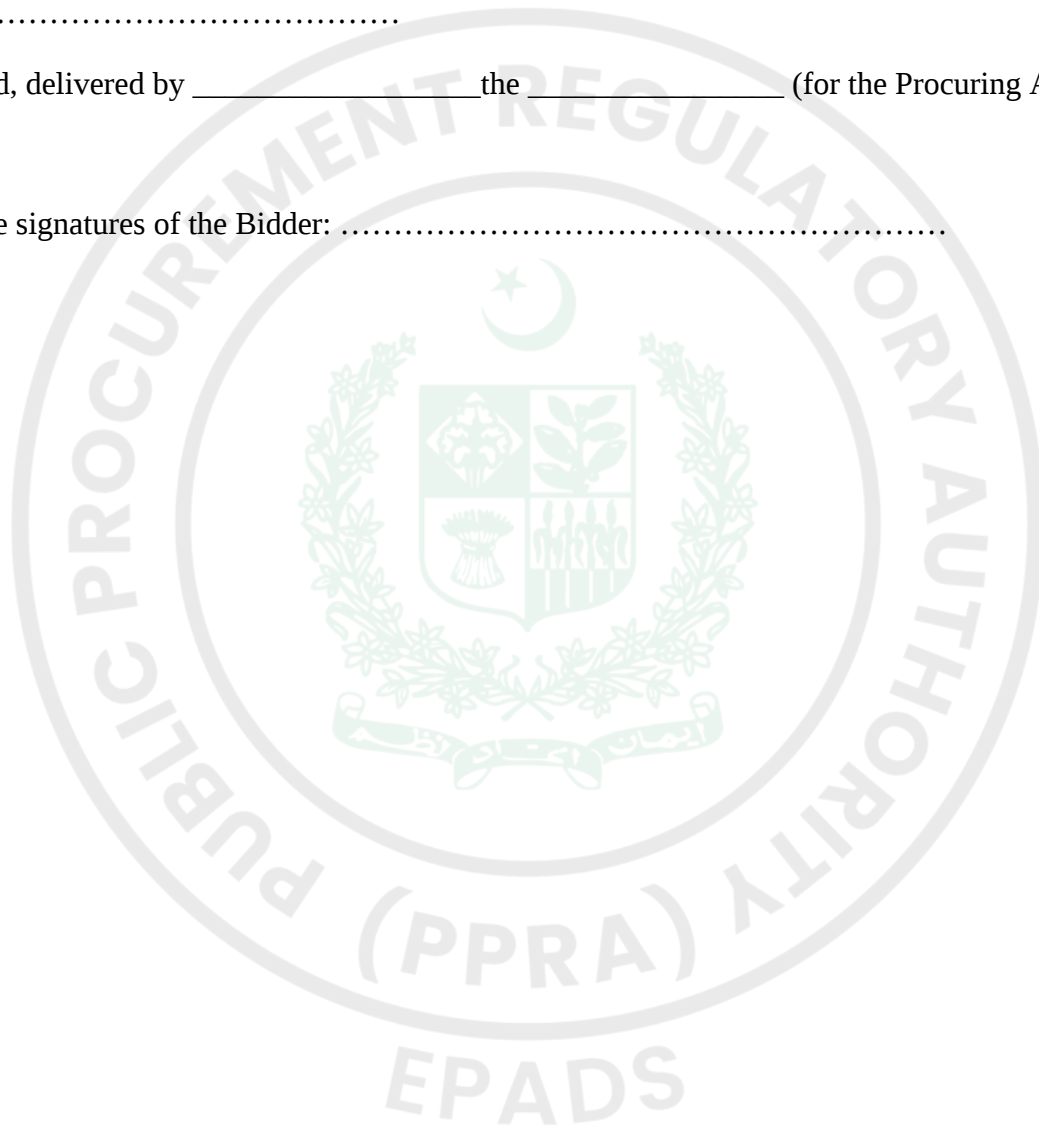
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract

Number: Contract

Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



Performance Guarantee Form

Performance Guarantee Form

To: **National Insurance Company Limited (National Insurance Company Limited (NICL)), Deputy Manager 3rd Floor, 20-A, Cricket House, Shadman-II, Jail Road., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Financial Sheet- Annexure-A

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Sheet- Annexure-A** (page number: 70)

Detail Of Cleaning Equipment- Annexure-B

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Detail Of Cleaning Equipment- Annexure-B** (page number: 73)

Schedule of Wages- Annexure-C

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Schedule of Wages- Annexure-C** (page number: 74)

Scope of Work

Information (Read-Only)

See Form Under Additional Forms and Documents: **Scope of Work** (page number: 75)



Procurement Forms







Additional Forms and Documents

NIC BUILDING, Karachi
Cleaning & Janitorial Services
SCHEDULE OF MANPOWER AND PRICES
 (To be filled by the Contractor)

FIRST YEAR (1ST YEAR) RATES				
Categories of Staff	Total Number of Manpower	Charge Rate per Employee including all obligation of the Contractor under this contract including the cost of consumables & cleaning equipment's	Amount of GST/SST	Total Amount (Rs.)
A) <u>Cost of Manpower</u>				
- Supervisor	02			
- Sweepers/cleaners	33			
- Plumber	01			
- Gardner	02			
- Electrician	03			
- AC Technician	01			
Total	42			

Note: That wages should not be less than the minimum wage fixed by the Govt. of Pakistan.

Total Monthly Price with GST/SST=	Rs. _____ (Rupees) _____ _____
--	--------------------------------------

Total Yearly Price with GST/SST =(equivalent to 12 times)	Rs. _____ (Rupees) _____ _____
--	--------------------------------------

NIC BUILDING, Karachi
Cleaning & Janitorial Services
SCHEDULE OF MANPOWER AND PRICES
 (To be filled by the Contractor)

SECOND YEAR (2ND YEAR) RATES				
Categories of Staff	Total Number of Manpower	Charge Rate per Employee including all obligation of the Contractor under this contract including the cost of consumables & cleaning equipment's	Amount of GST/SST	Total Amount (Rs.)
A) <u>Cost of Manpower</u>				
- Supervisor	02			
- Sweepers/cleaners	33			
- Plumber	01			
- Gardner	02			
- Electrician	03			
- AC Technician	01			
Total	42			

Note: That wages should not be less than the minimum wage fixed by the Govt. of Pakistan.

Total Monthly Price with GST/SST=	Rs. _____
	(Rupees) _____

Total Yearly Price with GST/SST =(equivalent to 12 times)	Rs. _____
	(Rupees) _____

NIC BUILDING, Karachi
Cleaning & Janitorial Services
SCHEDULE OF MANPOWER AND PRICES
 (To be filled by the Contractor)

THIRD YEAR (3RD YEAR) RATES				
Categories of Staff	Total Number of Manpower	Charge Rate per Employee including all obligation of the Contractor under this contract including the cost of consumables & cleaning equipment's	Amount of GST/SST	Total Amount (Rs.)
A) <u>Cost of Manpower</u>				
- Supervisor	02			
- Sweepers/cleaners	33			
- Plumber	01			
- Gardner	02			
- Electrician	03			
- AC Technician	01			
Total	42			

Note: That wages should not be less than the minimum wage fixed by the Govt. of Pakistan.

Total Monthly Price with GST/SST=	Rs. _____ (Rupees _____)
--	-----------------------------

Total Yearly Price with GST/SST =(equivalent to 12 times)	Rs. _____ (Rupees _____)
--	-----------------------------

Note:-

1. The wages should not be less than minimum wages fixed by the Govt of Pakistan.
2. The charge rate per day of different categories of staff for the purposes of deduction on account of absentee from duty etc. shall be worked out in accordance with the following formula;
Monthly Charge Rate(1st year, 2nd year or 3rd year) X 12

365

APPENDIX " B" TO THE FORM OF TENDER

(To be completed by the Bidder)

Details of Cleaning Equipment

Following Machinery/items of Cleaning Equipment & cleaning material will be mobilized and maintained at NICL site by us for fulfillment of the contract. We take cognizance and agree to the fact that submission of this list does not in any way relieve us of the obligation to provide to the satisfaction of the Employer the cleaning equipment all other necessary items required for the execution of the services.

Sr. No.	Machinery/ Equipment with Capacity	No.	Manufacture	Approx. Value	Remarks	
					Owned at Present	To be procured on Award
1						
2						
3						
4						
5						
6						
8						
9						
10						

Note: The bidders are advised to note that the Scope of Cleaning and Janitorial Service shall include deployment of adequate number of experienced manpower for cleaning of floors, corridors, machine/plant rooms, walls windows/doors etc. and supply of consumable leaning material and cleaning equipment including devices to approach the top, high ceiling, roofing and concrete façade etc.

(Signature of Tenderer)

APPENDIX “C “TO THE FORM OF TENDER

(To be completed by the Tenderer)

Schedule of Wages.

We confirm, that the below listed wages (inclusive of overheads and surcharges for specialized job conditions and social benefits etc,) have been taken as a basis for fixing of the prices given in our Tender. We further agree that if and when additional services would be required by the Employer at any time during the currency of contract, the same shall be provided on the below mentioned rates;

TYPE OF STAFF	Rs. Per Month	Overtime Rate Rs. Per hour (1st year)	Overtime Rate Rs. Per hour (2nd Year)	Overtime Rate Rs. Per hour (3rd Year)
Supervisor				
Sweeper/Janitors				
Plumber				
Gardner				
Electrician				
AC Technician				

Note: That wage should not be less than the minimum wage fixed by the govt.
of Pakistan.

SCOPE OF WORKS - GENERAL

i. CLEANING OF MARBLE FLOOR, FACADE AND GLAZING ALL AROUND THE BUILDING

Facade and glazing shall be cleaned by using one of the agreed methods. The method of cleaning of Facade and Glazing shall be finalized with the CONTRACTOR before award of contract. The Employers Representative shall evaluate the proposal received from the CONTRACTOR in this regard and then decide the methodology of cleaning marble floor, facade and glazing before award of contract.

ii. CLEANING OF PARKING AREAS

For parking areas, the cleaning shall be done in early morning hours.

iii. CLEANING OF CARPET FLOORING

The CONTRACTOR shall use heavy duty vacuum cleaners (minimum two machines to be provided) for cleaning of all areas where the carpet flooring is provided. The CONTRACTOR shall also use good quality stain remover in order to remove any stains/spots on the carpet.

iv. CLEANING OF MARBLE FLOORING BY USE OF CLEANING MACHINES

The CONTRACTOR shall use the heavy duty machines for cleaning marble flooring areas. The supply of all cleaning brushes and polish shall be the responsibility of the contractor.

v. MAINTENANCE OF EQUIPMENT & MACHINES

The CONTRACTOR shall be responsible to ensure that all equipment and machines used by him for the performance of works are serviceable and in order at all times. If and ever an equipment or machine should get out of order, the CONTRACTOR shall immediately replace such equipment or machine to ensure continuity of good service at all times.

vi. EXTRA SERVICE

If at any time, the EMPLOYER'S REPRESENTATIVE, may require extra services, the CONTRACTOR shall undertake to provide additional manpower and shall bill for such extra services at the rates provided in Appendix 'D' to the form of tender.

vii. CO-ORDINATION WITH OTHER CONTRACTORS

The CONTRACTOR shall liaise and coordinate with the other CONTRACTORS working at the site so that the performance of his and other Contractor's work is not affected in any way.

If any dispute and difference arises between the contractors working at the site, the same shall be referred to the EMPLOYER'S REPRESENTATIVE in writing, whose decision shall be treated final, conclusive and binding on both the parties.

viii. MAINTENANCE OF SEWERAGE AND DRAINAGE LINES

The CONTRACTOR shall clean and maintain all internal and external sewerage and drainage lines, pits, grease traps etc related to the building and to ensure proper operation of the same at all times.

ix. **DAILY CLEANING / MAINTENANCE**

- a) Cleaning, sweeping & continuous mopping of all areas mentioned in description of work comprising of covered area, parking area outside footpath area, marble etc corridors (05 times in a day) etc.
- b) Vacuum cleaning of all carpeted areas.
- c) Cleaning/washing of all carpeted areas, if required by the staff.
- d) Cleaning/washing of all toilets, fixtures, such wash-basins. W.C commodes, urinals, tiles, marble and mopping with cleaning liquid (03 times in a day or as and when required) in the entire areas falling in scope of works including the detergents like surf and phenyls etc. at his cost.
- e) Cleaning/dusting of tables, chairs, glasses, almirahs (Steel/wooden), racks, partitions, doors, fire-extinguishers, fans, electrical points/fixtures, sofa set, blinds, all switch-boards and other fixtures (installed or removed) etc., before the start of office.
- f) Cleaning of dust-bins of the floors, stair cases,lobbies and removing of garbage from the building to municipal disposal areas outside the building.
- g) Collection of and removal of entire garbage/debris from the Building premises and disposal thereof.
- h) Cleaning of lifts door/interiors with brasso polish or suitable cleaning material.
- i) Cleaning of all electric installations, windows, window pans (inside), doors, ceiling fans, bracket fans, flower pots etc.
- j) Cleaning/brushing of outside area, lawns gardens, parking and passage etc.
- k) Cleaning of drainage/sewerage line of the building.
- l) Cleaning of main passage, stairs cases, corridors, court yards, waiting area etc.
- m) Any other areas as and when required.
- n) The area under excessive usage will be cleaned twice daily such as; Wash basins, toilets, commodes etc.

x. **TWICE WEEKLY - CLEANING / MAINTENANCE**

- a) Polishing of all floors inside and outside, lift lobbies passages etc.,
- b) Cleaning, dusting of walls, ceilings lift doors, wooden partitions, glazed partitioning, stair, railing sky lights, top roof area etc.
- c) Thoroughly cleaning of toilets blocks and tiles, drinking water coolers, wall tiles, bathrooms fixtures and fittings.
- d) Thorough cleaning of all doors, window-pans etc.
- e) Removal of cobwebs.
- f) Complete vacuum cleaning of carpet areas.
- g) Complete washing of bathrooms walls and other related utensils.
- h) Anti-insects spray of bathrooms, kitchen and dumping points.
- i) Washing/cleaning of all light fixtures.
- j) Complete washing/cleaning of kitchen and canteen area.
- k) Cleaning of drains and sewerage lines including sewerage tanks in basement, so as tofacilitate proper functioning of sewerage system at all times.

xi. **FORTNIGHTLY - CLEANING / MAINTENANCE**

- a) Dusting cleaning of all building lights, logo boards, name plates.
- b) Complete washing/cleaning of floors without carpet and dry/wet mopping.
- c) Complete rooftop cleaning.
- d) Cleaning of all glass windows/doors and glass panels, inside the building.
- e) Polishing of office area (Terrace/ Marble/ PVC).
- f) Scrubbing/ polishing of stair-cases and podium/Fountain.
- g) Cleaning of false ceiling, wherever necessary.
- h) Cleaning of Fountains Area.
- i) Spot cleaning if any.
- j) Any other sanitation or janitorial job assigned to the contractor by the management as per need or contingency so as to keep the premises in tidy condition.

xii. **MONTHLY- CLEANING / MAINTENANCE**

- a) Washing/ cleaning of all tiles/ marble, chips floors other than toilets and carpet area.
- b) The cleaning material such as moping and dusting cloth for the furniture, floor and windows, disinfectants, sweep, glint, phenyl, phenyl tablets, vim, surf, Dettol, air freshener and toilet brush will be provided by the firm to execute the job with fines/bags for waste baskets.
- c) Complete cleaning of vacant floors.

xiii. **SPECIAL NOTE**

Bidders are advised to note that the details of scope of works/areas in the tender documents are provided as a guideline. It is the responsibility of the bidder to visit and inspect all areas of the building and ascertain the scope of work before, submitting the tender. As a general principle the contractor's scope shall include all areas in the building including the interior of all areas occupied by owners/tenants organizations in the building. The extent of cleaning of interior areas occupied by the tenant organizations shall be subject to the special instructions of the EMPLOYER from time to time.

c. **MINIMUM WORKFORCE REQUIRED AT THE SITE**

The Contractor will insure the availability of sufficient number of work force at the site on each day required for the cleaning and janitorial services throughout the calendar year as mentioned below:

S. No	Description	Number of personnel
1	Supervisor	02
2	Sweepers/Janitors	33
3	Plumber	01
4	Gardner	02
5	Electricians	03
6	AC Technician	01
	Total	42

d. **PROVISION OF CLEANING MATERIAL**

All cleaning materials to be provided by the CONTRACTOR will be of best quality available in the market. All necessary machinery/equipment and tools for cleaning purpose as offered vide Appendix "B" of the Form of Tender will be provided by the contractor such as carpet cleaners, floor cleaning machines, floor polishing machines, floor grinding machines, trolleys, gardening tools etc.

Following material will also be provided in sufficient quantity for whole month usage before 25th of every month and any other required material will also be provided by the Contractor to fulfil the daily requirements of use. A list of the same is also to be attached along with the monthly bill. Quality & quantity will be checked and verified by the representative of NICL.

e. **LIST & QUANTITY OF CLEANING MATERIAL**

All cleaning materials to be provided by the CONTRACTOR shall be according to the following table/list and shall be checked and verified by the representative of NICL on regular basis.

S. No	Name of Items	Quantity
1	Hand Wash Liquid	60 Liter
2	Bleach Liquid	60 Liter
3	Red Sweep Liquid	60 Liter
4	Phenyl Jasmine Liquid	90 Liter
5	Acid Liquid	30 Liter
6	Scotch Bright Form	20 Each
7	Garbage bag 18*24	25 KG
8	Garbage bag 30*50	07 KG
9	Soft Broom	20 Each
10	Hard Broom	15 Each
11	Soup Lux	120 Each
12	Surf Bonus	12 KG
13	Duster	60 Each
14	Glint Spray	15 Each
15	Roomi Tiki	05 Box
16	Phenyl Boll Color	07 PKT
17	Air Freshener	20 Each
18	Mop Refil	20 Each
19	Mop Rod	05 Each
20	Morten Spray	12 Each
21	Hard Brush	05 Each
22	Hokey Brush	06 Each
23	Dish Brush	06 Each
24	Basin Viper	06 Each
25	Larg Viper	06 Each
26	Vim Powder	05 Each
27	Rose Patal Tissue Roll	180 Each
28	Hand Bursh	06 Each
29	Dust Pain (Supri)	06 Each
30	Harpic Liquid	15 Each
31	Scraper Patti	06 Each

32	Father Stick	04 Each
33	Dry Paid with Rod	04 Each
34	Balti Plastic	06 Each
35	Caroline Phenyl	06 Bottle

f. **EXTENT OF CONTRACT**

The CONTRACT comprises the execution and performance of the works, insofar as not otherwise specified in the CONTRACT, provision of all labour, cleaning materials, equipment tools, temporary works, and everything required in and for such execution, supervision and management, so far as the necessity for providing the same is specified in the CONTRACT or is to be reasonably inferred from the CONTRACT.

g. **PERIOD OF CONTRACT**

The period of CONTRACT shall be One (01) year extendable up to Three (03) years subject to approval by the management NICL.

h. **AGREEMENT OF CONTRACT.**

Within fourteen (14) days after the issue of letter of Award, the Contractor is required to sign an Agreement of CONTRACT with the EMPLOYER, and agreement will be signed on stamp paper.

i. **COMMENCEMENT OF WORKS.**

The commencement date of work will be determined by the EMPLOYERS'S REPRESENTATIVE considering the actual date of commencement of services by the CONTRACTOR as defined in the scope of work i.e. of Tender documents. In no case the Contractor will delay the start of work beyond 15 days from the date of issuance of Letter of Award.

j. **DUTIES AND POWERS OF THE EMPLOYER'S REPRESENTATIVE.**

The EMPLOYER'S REPRESENTATIVE has been delegated the powers and authorities whereby any written instructions or approval given by him, during the period of his authorization is to be deemed just as binding for the CONTRACTOR as though it had been given by the EMPLOYER himself. Provided that:

- i. Failure of the EMPLOYER'S REPRESENTATIVE to disapprove any of the staff members or material, equipment shall not prejudice the power of the EMPLOYER to subsequently disapprove such staff or materials, equipment and to order the removal thereof.
- ii. If the CONTRACTOR shall be dissatisfied with any decision of the EMPLOYER'S REPRESENTATIVE, he shall be entitled to appeal to the General Manager (RE), National Insurance Company Ltd, who shall thereupon confirm, reverse or vary such decision. The decision of the General Manager (RE) shall be final, conclusive and binding upon the CONTRACTOR.

The duties & powers of the EMPLOYER'S REPRESENTATIVE are to manage and supervise the services and to watch, inspect and approve the works, as well as to check and examine all materials to be used and all performance and deliveries required in connection with the CONTRACT.

The EMPLOYER'S REPRESENTATIVE shall also have the power to assess the amount of deductions that shall be made from the CONTRACTOR'S bills on account of shortage of manpower, materials and equipment as well as on account of sub-standard performances and to affect deduction of such amounts from the monthly bills of the CONTRACTOR.

Approval of the EMPLOYER'S REPRESENTATIVE of any work in no case releases the CONTRACTOR from his sole responsibility and liability for the supply of specified manpower, materials and equipment for execution of the works in accordance with the CONTRACT.

The EMPLOYER'S REPRESENTATIVE shall be at liberty to object to and require the CONTRACTOR to remove forthwith from the site any person employed by the CONTRACTOR in or about the execution or supervision or management of the works who in the opinion of the EMPLOYER'S REPRESENTATIVE misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the EMPLOYER'S REPRESENTATIVE to be undesirable and such person shall not be again employed upon the works without the written permission of the EMPLOYER'S REPRESENTATIVE.

Any person so removed from the works shall be replaced without delay by a competent substitute approved by the EMPLOYER'S REPRESENTATIVE. No action as aforesaid in this clause taken by the EMPLOYER or the EMPLOYER'S REPRESENTATIVE shall relieve the CONTRACTOR of any of his liabilities under the contract or give rise to any right to compensation or to any other claim.

k. **SERVICESTO THE SATISFACTION OF EMPLOYER'S REPRESENTATIVE.**

If the standard of Cleaning and Janitorial Services provided by the CONTRACTOR is not upto the standard acceptable to the EMPLOYER'S REPRESENTATIVE then the EMPLOYER'S REPRESENTATIVE may get the required services performed through other ways and means at the risk and cost of the CONTRACTOR and the expenditure incurred on obtaining such services shall be deducted from the amounts due from the Employers to the CONTRACTOR.

l. **ALTERNATIONS, ADDITIONS AND OMMISIONS.**

The EMPLOYER'S REPRESENTATIVE can order any variation of the form, quality or quantity of services or any part thereof that may in his opinion be necessary. For that purpose, or if it appears desirable to the EMPLOYER'S REPRESENTATIVE for any other reason he shall have the power to issue following binding directives:

- i. to increase or decrease the quantity of any work/services included in the CONTRACT.
- ii. to omit any such work/services.
- iii. to change the character of quality or kind of any such work/services.
- iv. to execute additional work/services of any kind, in connection with or ancillary to the works/services.

The rates/prices of any addition/deletions in the scope of works or of any extra services rendered by the CONTRACTOR shall be based on the prices of material or the wages of manpower quoted by the CONTRACTOR in Appendices to the Form of Tender or in the "Schedule of Manpower and Prices" as appropriate. In case any item is not covered in these appendices then the prices shall be mutually agreed based on the rates prevalent in the market.

m. **PAYMENT OF SALARIES TO WORKERS.**

The CONTRACTOR is bound to pay the salaries to his employees regularly within 1st week of each month positively. If the CONTRACTOR fails to make payment to its employees/workers by 7th of each month the EMPLOYER'S REPRESENTATIVE may on receipt of such written complaint by the employees pay the salaries to the employees/workers of the CONTRACTOR and the amount so incurred by the EMPLOYER'S REPRESENTATIVE, shall be deducted from the bill of the CONTRACTOR. If the CONTRACTOR is late in making payments to its workers for any two months, the EMPLOYER'S may terminate this CONTRACT in terms of the general conditions of contract.

n. **SUBLETTING OF WORKS.**

Further subletting of Contract works by the CONTRACTOR without prior written consent of the EMPLOYER will constitute a breach of the CONTRACT and shall be liable to similar actions as mentioned in the general conditions of contract.

o. **PAYMENT FOR SERVICES RENDERED BY THE CONTRACTOR.**

Monthly payment will be made to the CONTRACTOR for the services rendered by him against the monthly bills, submitted by the CONTRACTOR and certified by the EMPLOYER'S REPRESENTATIVE. Monthly payment will be made after the deduction of income tax (as per government rules) and such other deduction i.e. those on account of shortage of manpower, equipment, material and consumables, execution of works on CONTRACTOR's risk and cost and due to non-wearing of uniforms etc as per the relevant provisions of the contract. The outline form of the running bills shall be approved by the EMPLOYER'S REPRESENTATIVE.

The monthly payment shall be made to the CONTRACTOR subject to submission of the supporting documents and performance record sheet as per the Signed agreement and following details.

- i. Attendance chart of their staff and workers duly certified by the EMPLOYER'S REPRESENTATIVE for the billing month.
- ii. Satisfactory Certificate from EMPLOYER'S REPRESENTATIVE regarding wearing of proper uniform by the CONTRACTOR'S site staff.
- iii. Monthly record of equipment duly certified by EMPLOYER'S REPRESENTATIVE.
- iv. List of cleaning material utilized during the billing month.
- v. The Performance record sheet attached as Appendix I to the special conditions of contract duly certified by the EMPLOYER'S REPRESENTATIVE.

The bills shall be settled and paid to the contractor within seven (07) days from the date of receipt.

p. **ESCALATION.**

No escalation in price whatsoever on any account shall be payable to the CONTRACTOR for any item of contract and all rates will remain fixed for the initial period of contract.

q. **LABOUR AND RELATED CONDITIONS.**

The CONTRACTOR shall make his own arrangements for the engagement of all manpower/staff. The CONTRACTOR shall at all times during the continuance of the CONTRACT conform in all respects with and carry out all obligations imposed on him by the provisions and requirement of any law and of any Regulations or orders of any Government (Central, Provincial or Local) or any authority which may be applicable including any such law, Regulation or Order passed or made or coming into force after the date of the Contractor's tender.

r. **PROTECTION OF EXISTING INSTALLATIONS.**

The Contractor shall be responsible for protection of existing installations including building, equipment, machinery, fittings, fixtures, furnishing etc. and shall be solely responsible for making up any damage caused by his manpower/staff to any of the existing installations whether of temporary or permanent nature.

s. **INDEMNIFICATION BY CONTRACTOR.**

The CONTRACTOR shall indemnify and keep indemnified the EMPLOYER in respect of all claims, damages, compensations or expenses payable in consequence of any accident or injury sustained by any workman or other person, whether in the employment of the CONTRACTOR or not, while in or upon the said work or at the Site of the same and the EMPLOYER shall not be bound to defend any claim brought under the Workman's Compensation Act or any other act of the Law of State.

t. **INSURANCES.**

The CONTRACTOR shall furnish the following Insurances Policies to the EMPLOYER within 15 days of the commencement of services. The CONTRACTOR must keep the policies in force during the entire contract period and produce to the EMPLOYER'S REPRESENTATIVE the receipts for payment of the premiums.

Workman's Compensation Policy based on the total Wages/salary and to that limit required by the law of Pakistan for the workers/staff and other persons in the employment of the CONTRACTOR.

Third party liability upto the limits specified below:

Workmen's Compensation Policy; As per requirement of Workman's Compensation Act. Third Party Liability is as under;

- i. Third Party Liability Rs. 10,000/= per incident
- ii. Third Party Liability. Rs. 20,000/=in aggregate per annum

The insurance must be obtained from any of the following insurance companies:

- i. Adamjee Insurance Company.
- ii. Habib Insurance Company Limited.

- iii. New Jubilee Insurance Company Limited.
- iv. EFU General Insurance Company Ltd.

u. **SAFEGUARD AGAINST ACCIDENTS INJURIES AND CONTAGIOUS DISEASES**

The insurance obligations as above in no case release the Contractor from the obligation to reasonably safeguard against accident physical injuries and contagious diseases. The CONTRACTOR must therefore take reasonable precautions and adopt proper safety measures to guard his personnel who are engaged in the execution of the works, as well as third parties, from accidents, and physical injuries, as well as from contagious diseases. All storage and working areas are to be kept clean, in order to avoid the danger of diseases and epidemics.

v. **SETTLEMENT OF DISPUTES AND DIFFERENCES.**

All questions and disputes between the parties to the contract other those in which the decision certificate and/or opinion of any person is expressed by the contract to be final and conclusive, shall be referred to the arbitration and final decision of a single arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator to the arbitration of two arbitrators one to be appointed by each party which arbitrators shall before taking upon themselves the burden of reference appoint an umpire.

The arbitrator, the arbitrators, or umpire shall have power to open up review and revise any certificate, opinion, decision, requisition or notice save in regard to the accepted matters referred to in the contracts, and to determine all matters in dispute which shall be submitted to him or them of which notice shall have been given as aforesaid, and his / their award shall be final, conclusive and binding on the parties.

The provisions of Arbitration Act 1940 and any statutory modification thereof and rules framed thereunder shall be deemed to apply to and be incorporated in this contract.

Upon every or any such reference the cost of and incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators or the umpire, who may determine the amount thereof, or direct the same to be taxed as between attorneys and client or as between party and parties, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Reference to the EMPLOYER for arbitration shall be made in writing by the CONTRACTOR specifying distinctly and clearly all such questions and disputes not later than three months after the occurrence of such questions and disputes. Failure to make such a reference shall be deemed that the CONTRACTOR has waived all claims in respect of such questions and disputes. The parties shall appoint the arbitrator / arbitrators within two months of such reference being made.

The EMPLOYER and the CONTRACTOR hereby also agree that arbitration under this clause shall be condition precedent to any other action at Law. The venue of arbitration and any other action shall be Islamabad.

w. **TERMINATION.**

The EMPLOYER shall have the right to terminate the Contract wholly or partly by giving a notice of 30 days to the CONTRACTOR and to invoke / forfeit the Performance Bond submitted by the CONTRACTOR in case any of the following observations:

- i. In the opinion of the EMPLOYER'S REPRESENTATIVE the contractor's performance is unsatisfactory.

- ii. The CONTRACTOR fails to abide by any of the conditions of the contract or the instructions of the EMPLOYER'S REPRESENTATIVE.
- iii. The CONTRACTOR fails to fulfill his obligations regarding payment of salaries to workers as prescribed.

The EMPLOYER shall also have the right to terminate the contract by giving a 30 days notice if it decides to discontinue the services of the CONTRACTOR due to any reasons other than those mentioned above. However, in such a case the EMPLOYER shall not invoke/forfeit the Performance Bond of the CONTRACTOR and shall make a fair assessment of the payments due to the CONTRACTOR and release the same in full and final settlement of the accounts under the contract.

The contractor shall have right to terminate the contract only by giving a notice period of at least 30 days to the EMPLOYER if it decides to discontinue the services.

x. **FORCE MAJEURE**

Any delay in or failure of Performance of the CONTRACTOR or in fulfillment of any obligation by the EMPLOYER, hereto shall not constitute default hereunder or give rise to any claim for damages if and to the extent such delay or failure of Performance is caused by occurrence beyond the Control of the party affected including: natural calamities, acts of war, rebellion or sabotage or damage resulting there from, fire or explosions, accidents, breakdown, riots, commotion, strikes (excluding the strike of the employees of the CONTRACTOR) epidemic or any other causes whether or not of the same class or kind as those specifically stated above, which are not within the control of the party affected and which by the exercise of reasonable diligence the party affected is unable to prevent.

y. **TIMINGS**

- i. The Cleaning and Janitorial Services shall be carried out on the basis of one shift 12 of 9 hours per day (excluding Sunday and public holidays). The shift timings for supervisors and staff shall be from 8:00 AM – 5:00 PM.
- ii. Duty timings for electricians shall be on shift as per requirement.

Further details of manpower are provided in schedule of manpower and prices.

z. **CONTINGENT STAFF FOR EMERGENCY CLEANING**

The CONTRACTOR shall arrange to provide the services of as many sweepers/cleaners as required by the EMPLOYER'S REPRESENTATIVE, exclusively for special or emergency duty, Rainy Season, Dust Storm etc. Such sweepers/cleaners shall report to EMPLOYER'S REPRESENTATIVE and work as per the instructions of the EMPLOYER'S REPRESENTATIVE. These sweepers/cleaners shall remain on the pay-rollof the CONTRACTOR and shall be treated as CONTRACTOR'S employees and shall be subject to all rules, regulations and facilities as per the provisions of the CONTRACT.

The payment for such extra services rendered by the CONTRACTOR shall be based on the wages of manpower quoted by the CONTRACTOR in Appendix 'D' to the Form of Tender.

aa. **STORAGE AND SECURITY OF EQUIPMENT AND MATERIAL**

The CONTRACTOR will be given sufficient storage space at a suitable place determined by the EMPLOYER'S REPRESENTATIVE within the premises of the building.

The storage and security of all equipment and material related to cleaning and janitorial services works shall be the sole responsibility of the CONTRACTOR and in case of any loss or shortage due to any reason whatsoever the EMPLOYER shall not assume any liability whatsoever.

bb. **DEDUCTIONS ON ACCOUNT OF SHORT ATTENDANCE OF STAFF**

The Employer desires that the required manpower should be available within the specified hours. The EMPLOYER'S REPRESENTATIVE shall have full authority for making deductions from the Contractor's monthly bill if and when the CONTRACTOR is not able to provide the minimum required number of workforce within the duty hours specified in above at site. The deductions shall be made on actual Basis of Attendance.

Any staff deployed by the contractor and reporting late on duty shall deemed to be absent and accordingly deduction shall be made.

The above penal deductions on account of absence from duty etc., shall be worked out from the schedule of wages as mentioned in clause y to the form of tender.

cc. **CONTRACTOR'S EMPLOYEES**

i. **QUALIFICATION AND DISCIPLINE OF STAFF**

The CONTRACTOR shall provide Young, Energetic, Dynamic, first rate, efficient, honest, able bodied and experienced work force as per Schedule mentioned hereinabove. These workers/employees shall work for and on behalf of the CONTRACTOR and by no means they will be treated as workers/employees of the EMPLOYER. It is hereby expressly agreed and understood that the CONTRACTOR shall be at complete liberty to increase the prescribed minimum work force at any time at his own cost in case the CONTRACTOR in its sole discretion, determines that it is necessary for providing the highest standard of janitorial services required under this contract. The hiring and firing of employees and workers is the exclusive responsibility of the CONTRACTOR, who alone will be competent to take disciplinary action if needed, against them.

The minimum age limit of the cleaning staff engaged by the Contractor should be 18 years while the maximum limit should be 40 years. Exception in the upper age limit may be allowed by the EMPLOYER'S REPRESENTATIVE in case of persons with excellent health. Contractor shall submit copies of NIC of the staff deployment before initial deployment and before any change thereafter.

ii **IDENTIFICATION**

For the purpose of identification and security, all employees and the workers of the CONTRACTOR, who may be, from time to time, detailed to work within the premises of the NIC Building, Karachi, in connection with the rendering of the agreed janitorial services shall be issued with proper identity cards by the contractor at its own cost. The specimen of the card shall be approved by the EMPLOYER'S REPRESENTATIVE,

iii. **MEDICAL FITNESS**

The CONTRACTOR shall ensure that his work force is physically fit at all times and will submit medical fitness certificates of all workers/ supervisors employed by him under this contract if required by the EMPLOYER'S REPRESENTATIVE.

iv. **MAINTENANCE OF DAILY ATTENDANCE REGISTER BY THE CONTRACTOR**

The CONTRACTOR shall maintain daily attendance register of its employees and workers engaged in providing janitorial services which will be subject to verification by physical head count by the EMPLOYER'S REPRESENTATIVE or any other person authorized by him. This attendance register shall be submitted each day to the EMPLOYER'S REPRESENTATIVE at 9:00 A.M to enable him to monitor that the minimum work force of the CONTRACTOR is available to provide effective and satisfactory janitorial services. The CONTRACTOR will compile a monthly summary on the basis of attendance record and get it certified from the EMPLOYER'S REPRESENTATIVE. The summary will be attached with the bill of the CONTRACTOR for adjustment/deduction of the amount on account of shortage of manpower.

v. **WEARING OF UNIFORMS**

While being present within the premises of the NIC Building, Karachi, in connection with the rendering of cleaning & janitorial services for and on behalf of the CONTRACTOR, all employees and workers of the CONTRACTOR shall always wear proper and clean uniforms (approved by the EMPLOYER) to be provided to them by the CONTRACTOR. The contractor shall ensure that clean uniforms are provided to the supervisor and janitors and in case of them wearing dirty uniform, he will be treated absent from duty and accordingly deduction shall be made.

For the purpose of identification and security the uniforms shall carry prominently the name of the CONTRACTOR. The EMPLOYER'S REPRESENTATIVE shall impose penalty of Rs. 100/- per employee per day if the employees are not wearing uniform shift and thereafter monthly record will be compiled for making deductions on this account from monthly bill of the CONTRACTOR. In case an employee does not wear uniform for a consecutive period of 3 days he shall be marked as absent on 4th and subsequent days.

vi. **JUDGMENT OF PERFORMANCE OF WORK BY THE CONTRACTOR**

The performance of the cleaning and Janitorial CONTRACTOR will be judged both in respect of quality of the work done as well as the availability of cleaning equipment, materials and consumables and the presence of the CONTRACTOR'S staff/workforce at the site for rendering of services as per the contract. (Ref Appendices B&C, of the Form of Tender).

The quality of services would also be established by General observations and by the performance record sheets attached as appendix I to the special conditions of contract which are to be furnished by the CONTRACTOR along with their monthly bills. The EMPLOYER'S REPRESENTATIVE shall have the power to make deductions on account of sub-standard service.

dd. **SPECIAL OBLIGATION OF THE CONTRACTOR**

- i. The CONTRACTOR shall in no case dispose of or deposit garbage in the near vicinity of the building.
- ii. The CONTRACTOR shall undertake to keep all toilets located in areas of the building at all levels neat, clean, tidy and in hygienic condition. As a minimum the toilets shall be cleaned after every two hours.
- iii. The CONTRACTOR shall undertake to keep the carpets neat, clean and tidy wherever provided. He shall always use vacuum cleaner for the cleaning of the carpets.
- iv. The CONTRACTOR shall be responsible and shall make good any loss, damage, theft and pilferage during the period his employees are working in the premises of the building and for which their responsibility is proved.
- v. The CONTRACTOR shall sign the inventory for all fittings and fixtures etc. of all the toilets.
- vi. Any loss or damage of any fittings and fixtures etc shall be the responsibility of the CONTRACTOR.
- vii. The CONTRACTOR shall arrange the works of this contract in such a manner that the workers will not be seen loitering, smoking or sitting idle while on duty. No misconduct in any form will be accepted.
- viii. The CONTRACTOR shall ensure that the Manpower once provided would not be ordinarily changed from the site.
- ix. The CONTRACTOR shall make himself available to the EMPLOYER'S REPRESENTATIVE whenever asked for and shall reply all communications issued within two days of their receipt.