



SUI NORTHERN GAS PIPELINES LIMITED

TRANSMISSION OFFICE, SARGODHA ROAD, FAISALABAD

Ref:ADMIN:FST:4.16 (Gardening)

Dated:05.11.2020

PUBLIC PROCUREMENT REGULATORY AUTHORITY,
Cabinet Secretariat, Cabinet Division, Government of Pakistan,
Federal Bank for Cooperative Building,
Sector G-5/2,
Islamabad.

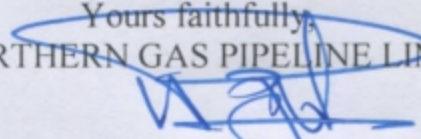
Fax No. 051-9224823/9219149

PUBLIC PROCUREMENT RULES, 2004

In compliance to Rule 12 of Public Procurement Rules 2004, we give hereunder information pertaining to tender enquiry No. ADMIN:FST:4.16 (Gardening) issued from Administration Department, Faisalabad (T), for displaying on PPRA's website:-

SECTOR	ENERGY
Name of Procuring Agency	Sui Northern Gas Pipelines Limited
Title of procurement	Provision of Gardening Services
Tender number (for identification)	ADMIN:FST:4.16 (Gardening) Dated: 05.11.2020
Contact person: Address: Contact No.	Mr. Wasim Abbas, Executive Admin Officer (T), Administration Department, Transmission Headquarters, Sargodha Road, Faisalabad. Phone # 041-9210021
Press advertisement date	05.11.2020
Tender closing date & time	23.11.2020 at 1100 hours
Bid opening date & time	23.11.2020 at 1130 hours
Place for receiving Tender	Administration Department, Sui Northern Gas Pipelines Limited, Transmission Headquarters, Sargodha Road, Faisalabad.
Place of opening of bids	Administration Department, Transmission Headquarters, Sargodha Road, Faisalabad
Amount of bid security	As per Tender Documents
Time period for performance of contract	As per Tender Documents
Tender Documents	Tender documents can be purchased by applying to Dy. Chief Admin Officer (T), Sui Northern Gas Pipelines Limited, Transmission Headquarters, Sargodha Road, Faisalabad during any working day from Monday to Friday between 0800 Hrs. to 1600 Hrs. (before closing of tender). The cost of tender documents is Rs.1,000/- (non-refundable), which should be in shape of DD/ Pay Order / CDR in favor of SNGPL. The application for tender document should be on Firm's letter head alongwith valid PST/GST certificate, NTN and Professional tax clearance certificate.

Thanking you and with best regards,

Yours faithfully,
SUI NORTHERN GAS PIPELINE LIMITED

(ALI AFZAL)
DY. CHIEF ADMIN OFFICER (T)
for MANAGING DIRECTOR

Copy by Post / Fax: Deputy Director (Monitoring & Implementation), Public Procurement Regulatory Authority, Islamabad.

N.O.O

cc: GM (ADMIN) "For information please".
cc: GM (IT/MIS) "Alongwith copy of tender documents to display the same on Company's Website, as advised vide SGM (CSS) memo No. CSS.08 dated 07.09.2020 please".
cc: Officer (Proc) }
Cc: Acctt (Comp) } "For participation in bid opening on 23.11.2020, please".

X:\Administration\Contract\Gardening\20-21\PPRA.doc

Telephones Exch: 041-9210011-14 | Telephones: {

Fax: 041-9210030

| www.sngpl.com.pk



GHSAS 18001 ISO 14001



Reference: ADMIN: FST: 4.16 (Gardening)

Dated: 05.11.2020

M/s. _____

Dear Sir,

**INVITATION TO BID FOR PROVIDING GARDENING SERVICES FOR
OFFICE BUILDINGS, EXECUTIVE & SUBORDINATE COLONIES,
STORE OFFICES & COMPRESSION OFFICES**

TENDER ENQUIRY NO ADMIN: FST: 4.16 (GARDENING) CLOSING DATE: 23.11.2020

Enclosed please find following documents of invitation to bid for provision of Gardening Services for a period of one (01) year, extendable with mutual consent at our Transmission Headquarters, Faisalabad on single stag-two envelops basis.

1.

Technical Bid

- | | | |
|---|---|----------------------------|
| a) Evaluation Criteria | - | Annexure-A-I |
| b) Questionnaire | - | Annexure-A-II Sheet I & II |
| c) Work Experience | - | Annexure-A-III |
| d) Undertaking | - | Annexure-A-IV |
| e) HSE Contractor Statement (to be filled by successful bidder) | - | Annexure-A-V Sheet I to V |

2.

Financial Bid

- | | | |
|---|---|-----------------------------|
| a) Schedule of Requirement | - | Annexure-B Sheet I & II |
| b) List of jobs to be carried out | - | Annexure-C-I Page 1 & 2 |
| c) Terms and Conditions | - | Annexure-C-II Sheet I to VI |
| d) Performance Warranty / Bond Guarantee Format | - | Annexure-C-III |

Please submit your firm and irrevocable bid as per our **Schedule of Requirement**. You may like to visit our subject office(s) / locations before submission of bid for any clarification.

Your bid should be valid for at least **90** days from the date of its submission. Bids received with shorter validity may be considered as **"NON-RESPONSIVE"**. SNGPL may; however, request for extension in validity of bids without any change in quoted rates and other terms and conditions. Provision of Gardening Services must conform to the **"Schedule of Requirement"**.

Terms and Conditions must be taken into consideration before submitting your bid, which will become part for the Contract in case the Contract is awarded to you.

Your quotation should be prepared in duplicate and both copies of the quotation will be addressed and forwarded to:-

Deputy Chief Admin Officer (T)
Sui Northern Gas Pipeline Limited
Transmission Headquarter, Main Sargodha Road, Faisalabad

Both Technical and Financial bids must be enclosed in separate sealed envelopes; must bear the words Technical & Financial Bid; sealed in an outer envelope. Both the inner and outer envelops must bear the words **"CONFIDENTIAL"** and **"TENDER FOR PROVISION OF GARDENING SERVICES. TENDER ENQUIRY NO. ADMIN: FST: 4.16 (Gardening)** Offers received by Telex / Tele Fax / E-mail will not be accepted.



SUI NORTHERN GAS PIPELINES LIMITED

TRANSMISSION OFFICE, SARGODHA ROAD, FAISALABAD



Bids / quotations should be received in this office on or before 23.11.2020 by 1100 hours and will be opened on same date at 1130 hours. In case of holiday(s) falling on the date of tender opening, tender will be opened at the same time on the next working day. It will be the responsibility of the bidder to deliver the bids before the closing date & time. The Company does not take responsibility whatsoever for the collection of the bids from any Agency. You or your authorized agent with authorization letter may attend the tender opening. Bids / quotations received after opening the Tender will not be entertained.

Quotations submitted should not have any over-writings. Additional signatures must authenticate all deletions / cuttings. Quotations carrying over-writing without authentication may not be accepted.

No bidder will be permitted to alter his bid after the bids have been opened. The Company neither bound itself to accept the lowest or any particular tender, nor will be responsible to pay the expenses or losses, which may be incurred by any bidder in the preparation / deposit of his bids.

We reserve the right to increase/decrease the tender quantities / requirements or cancel this enquiry in whole or in part before tender opening should our requirement change in the meantime. After tender opening, the quantities / items / labor etc. as mentioned in the schedule of requirement may be increased / decreased by 15 percent. However, decrease beyond 15 percent shall be subject to concurrence by successful bidder.

Canvassing is strictly prohibited by any bidder at any stage of the tender evaluation. Any infringement will lead to disqualification of his bid.

Financial bids of technically responsive bidders will be opened in the presence of their representatives.

In case the contract is awarded to you, you will be required to execute the contract strictly in accordance with its terms and conditions. In case any of the terms and conditions of the contract is violated, SNGPL reserves the right to cancel the contract in whole or part thereof as necessary.

Each bidder along with his bid must supply all the details, clarifications and breakup of clientage. No subsequent clarification would be sought.

The contract awarded as a result of this tender must be duly acknowledged by the Chief Executive of the respective Agency or his authorized representative, whose name must be advised to SNGPL in the bid. Rates on Schedule of Requirement (**Annexure – B Sheet I & II**) must be filled in and submitted along with documents duly signed and stamped. Likewise Schedule of Requirement, Schedule of Work/List of jobs to be carried out (**Annexure-C-I**), Terms and Conditions (**Annexure-CII Sheet I to Sheet VI**) should also be submitted with the bid duly signed and stamped.

If you have any query as to the meanings of any portion of these documents or any additional information is required, please contact Mr. Wasim Abbas, Executive Admin Officer (T), at Transmission Headquarters, Faisalabad on phone numbers 041-9210021.

Yours faithfully

SUI NORTHERN GAS PIPELINES LIMITED

(ALI AFZAL)

DY. CHIEF ADMIN OFFICER (T)
for MANAGING DIRECTOR



SUI NORTHERN GAS PIPELINES LIMITED
TECHNICAL EVALUATION CRITERIA FOR THE PROVISION OF
GARDENING SERVICES

Evaluation criteria to judge technical ability of firms are divided into two sections i.e. Evaluation Criteria and Questionnaire.

Firm securing less than 70% marks in Technical Evaluation will not be considered technically responsive and its Financial Bid will not be opened.

TECHNICAL EVALUATION CRITERIA
FOR PROVISION OF GARDENING SERVICES

Technical Evaluation Criteria is divided into two sections i.e. Part 'A' (Screening Scheme) and Part 'B' (Evaluation Marking Scheme). Answers to all questions are compulsory.

Part 'A' Screening Scheme:-

Question from serial 1 to 10 in the attached Questionnaire (Annex - A-II) are Critical and positive affirmation to each of the same is mandatory. A reply, which does not satisfy the requirement of questions, may disqualify the Firm for further consideration. A Firm passing through Part-A (**Screening Scheme – Critical Factors**) **Annexure-A-II-Sheet-I** shall further be evaluated in detail as per criteria specified in part 'B' (**Evaluation marking scheme, Annexure-A-II, Sheet-II**). All such firms who do not qualify Part 'A' shall not enter in the next phase of evaluation.

Each Company must have an experience of at least 3 years of providing efficient Gardening Services to Government Departments / Semi Govt. / Multi-National Organizations / Large Scale Companies of national repute preferably at their Head Quarters. Application(s) received from any Parties / Firms having less than three (3) years of experience will not be considered for qualification.

Part 'B' Evaluation Marking Scheme

Firms securing at least 70% marks out of total marks (i.e. 60) will stand qualified and all those firms securing less than 70% will not be eligible for opening financial bid.

NOTE:

1. The bidders securing below 70 percent will not be considered technically responsive.
2. In pursuance of clause 18 of PPRA rules, if any applicant provides false information he will be subject to disqualification. Hence, all documentary evidence submitted by applicants must be correct & genuine.
3. All the information provided shall be supported with documentary evidence duly signed & stamped, otherwise no credit/points will be given.
4. Successful applicants (meeting passing criteria) will be eligible for opening financial Bids.



SUI NORTHERN GAS PIPELINES LIMITED

QUESTIONNAIRE

TECHNICAL EVALUATION OF GARDENING FIRMS

Part-A—(Screening Scheme) Critical Factors

Sr. #	CONTENTS	Signature: _____		REMARKS	
				Documents Attached	
		Yes	No		
	CRITICAL FACTOR				
1	Name & Address of your firm (Please enclose a valid copy of Registration Certificate).				
2	The Firm has an experience of at least 03 years of providing quality Gardening Services to Government Department / Semi Govt. Organizations / Multi National Organizations / Large Scale Companies of national repute preferably at their Multistoried offices. The bidder must have successfully executed similar type of Gardening Contract for At Least One Year during the last Three Years for area measuring not less than 75,000 Sq. Ft. including covered as well as open area. The detail of experience is required as per format attached as Annex-A-III along with certificates.				
3	Name(s) and address of bankers along with bank statement of your firm's account for last Financial Year w.e.f 01-07-2019 to 30-06-2020 . (Please also attach certificate from your Bankers stating Financial position of your firm).				
4	Detail of any Legal Dispute including arbitration / litigation etc. involving your firm, if yes, please provide name & address of the firm with name of focal person.				
5	Undertaking on non-judicial stamp paper of Rs. 100/- that the firm was never black listed by any of the Government or Semi Government / Multinational Organization (As per format attached as Annex-A-IV)				
6	The firm should provide Undertaking in writing that in case of award of any Contract for Gardening Services, they will provide Experienced, Trained, Medically Fit Personnel, who are not more than 50 years of age .				
7	The firm should provide Undertaking in writing that they will abide by all prevailing Government / Labour Law's, Rules & Regulations.				
8	The firm will also provide Monthly Salary Disbursement Certificate , Confirming that they had paid monthly salary to his all staff members deployed at all locations before submitting his monthly services bill on 5 th of each month.				
9	Please confirm that in case of an award of a contract you will arrange to provide a Performance Bond not less than 10% of the total annual contract value Excluding PST . (Undertaking required on firm's letter head).				
10	In case of award of Contract please confirm the responsibilities to ensure HSE measures as per SNGPL HSE procedures, in view of the environmental health safety laws and regulations which are available at www.sngpl.com.pk . (Undertaking required on firm's letter head).				
11	In case of award of Contract, the Contractor shall be solely responsible for payment of Social Security & EOBI etc for his workers deployed at SNGPL premises. The Company may ask the Contractor to provide copies of duly paid Challans of Social Security & EOBI for Workers / gardeners deployed at Company premises. (Undertaking required on firm's letter head).				
12	The firm should provide undertaking in writing that Payment of minimum wages to Gardening staff as per labour laws and instructions / notifications of Federal and Provincial Government will be implemented / ensured by contractor for which evidence may have to be provided by the contractor.				
13	The firm must provide an undertaking to the effect that non of his contract with SNGPL during last 3 years has been terminated prematurely or under termination by SNGPL on the basis of non complacencies.				

Signature: _____

Firm's Stamp: _____

**SUI NORTHERN GAS PIPELINES LIMITED****TECHNICAL EVALUATION CRITERIA**
OF GARDENING FIRMS**Part-B—(Evaluation Marking Scheme) Less Critical Factors**

S. No.	CONTENTS	Marking Scheme	Remarks
14	Please tick (as applicable to your firm and attach a copy of relevant documents as mentioned against each. i) Sole Proprietorship Registration Certificate & Copy of NIC ii) Partnership_____ attach copy of partnership deed. iii) Limited Company_____ (copy of Memorandum & Articles of Public or Private Association).	02 06 10	
15	Name(s) of your Operational Branches / Offices in Pakistan if any, giving their complete address and telephone numbers with focal person name and date of establishment._____.	2 marks for each branch subject to maximum of 10 marks	
16	Detail of Professional Equipments / Machinery related to Gardening Works (List to be provided with Machine Title & Capacity). The equipment so declared may be examined by SNGPL at any time during business hours.	10	
17	List of Existing Clients for the last 3 calendar years i.e. 2017-2019 mentioning their Name, Address, Telephone No, and Focal Person. Marking based on area will be awarded as per details in Annex-A-III copy attached.	30	
<p>1 . The bidders securing below 70% marks will not be considered technically responsive.</p> <p>2 . In pursuance of clause 18 of PPRA rules, the bidders providing false information will be liable for their disqualification. Hence, all documentary evidence submitted by applicants must be correct & genuine.</p> <p>3 . All the information provided shall be supported alongwith documentary evidence duly signed & stamped, failing which no points will be awarded.</p>			

Signature: _____

Firm's Stamp: _____



WORK EXPERIENCE

S. No.	Client Name	Address of Building where Gardening Services Provided	Area of Premises (Sqft.) (both covered+open)	Focal Person Name & Phone No.	Period of Contract			Work Order / Contract No. (Please also attach copy of the same)	Remarks
					From	To	Period (Month)		
Year-2017									
Year-2018									
Year-2019									

Marking Scheme

Premises Having Area (Sqft) (Covered + Open area)	Marks (for one year) Max Marks for one year experience is
10001 to 20000	1
20001 to 30000	2
30001 to 40000	3
40001 to 50000	4
50001 to 60000	5
60001 to 75000	6
75001 to 100000	8
100001 or above	10

Name: _____

Signature & Stamp: _____



UNDERTAKING

We M/s. _____, hereby undertake and declare that we have never been *Blacklisted* by any Government/ Semi Government / Multi-National Organizations or Companies / Firms.

In case of wrong information submitted by us, Sui Northern Gas Pipelines Limited has right to disqualify us and terminate the Contract, even if it has been awarded.

Signature: _____

Name: _____

Designation: _____

Stamp: _____



The Contractor shall prepare and maintain information including a clear method statement, regarding Contractor/sub-contractor activities, which outline the work to be undertaken and the method(s) for minimizing and maintaining environmental impacts, OH&S Hazards and maintaining compliance with HSE regulations.

To assist in organizing and maintaining information, background information sections have been included (section I, II, III). Sections can be modified or deleted as required when requesting a method statement from Contractors / subcontractors.

SNGPL's Personnel to Complete Sections I, II, and III
Suppliers to Complete Sections IV, V, and VI

Section I Your Information: [type or print]

Name:	
Phone Number:	
Fax Number:	
Dept Name:	

Section II. Requisition Information: [type or print]

Requisition Number:	
Project Number: (if applicable)	

Section III. Service or Activity to be Performed: [Check all that apply]

<u>Material/Chemical:</u> (Production/Non-production)	Paint Solvent Sealer	Treatment Chemicals Lubricants, Oils, Greases Gasoline	Janitorial Material Other (specify) _____ Other (specify) _____
<u>Facilities/Construction:</u>	Ditching Electrical Paint Structural	Roofing Mechanical HVAC	General Contractor Arch/Engin/Consulting Other (specify) _____
<u>Services:</u> (Includes Environmental Services)	Janitorial Security Maintenance	Emergency Response Env. Consulting Paint Booth Cleaning	Waste Management Other (specify) _____
<u>Containerization:</u>	5 gal. Or less Drums Bulk Tanks	<u>Type of Contract:</u>	Commodity Management On-site Manager Provided Total Cost Contract



Section IV. Supplier/Contractor Information: [Circle / Check all that apply]

Current Supplier/Contractor to this Facility

New Supplier/Contractor to this Facility

Currently involved in other Facility project(s)

List Project(s): _____

(Complete Information in table below) [Type or print]

Name:	
Address:	
City & Province:	
Phone Number:	
Fax Number:	
President/General Manager/ CEO etc:	
Facility Site Coordinator:	
Email Address:	
Phone Number:	
Mobile Number:	
Fax Number:	
Pager:	
24 Hour Emergency Number:	



Subcontractor Information: (List suppliers/contractors not identified) [type or print]

Type	Firm Name
Architectural	
Mechanical	
Electrical	
Heavy Vehicles	
Industrial Services	
Painting	
Roofing	
Architectural/Engineering / Consulting Firm	
Sampling/Testing	
Chemical Supplier	
<u>Other (specify)</u>	
Scrap/Salvage Dealer	
Waste Disposal	
Demolition Disposal	

Note: It is strongly recommended that you have your subcontractors and suppliers involved at this facility should complete a separate HSE briefing package for the facility's review.



Section V. Contractor Method Statement:

Supplier / Contractor is financially responsible for on-site HSE remediation actions resulting from incidents involving their employees and subcontractors. To minimize the risk of environmental accidents, please review and initial the items contained in the HSE Management Basics Table below:

Table with 2 columns: Health, Safety and Environment Management Basics; Tick (✓). 14 rows of contractor responsibilities.



SUI NORTHERN GAS PIPELINES LIMITED

DOC. # SNGPL-GPR013-F001

Issue # 01

Issue Date

Contractor HSE Statement

Page 5 of 5

30-01-14



Section VI. Supplier/Contractor Certification: [review and sign]

I have reviewed and understand the information contained in this document. I also understand that SNGPL's HSE Personnel have the right to inspect our activities and those of our Suppliers/Contractors with regards to our on-site activities. I further understand that activities pertaining to service and/or maintenance contracts may only require submission of this form on an annual basis.

Name	
Title	
Signature	
Date	



SCHEDULE OF REQUIREMENT
GARDENING SERVICES FOR TRANSMISSION HEADQUARTERS OFFICE
INCLUSIVE OF REGIONAL STORES / COMPRESSION OFFICE,
EXECUTIVES & SUBORDINATES COLONIES FSD.

Item No.	Description of Work	Unit	Approx. Quantity	Rate per Unit (Per Month) (without PST) (Rs.)	Total Amount Per Month without PST (Rs.)
1	Provision of gardeners / malies with ample knowledge of gardening / plants / seeds / nursery horticulture for 08 Hours duty on 06 days a week basis between the ages of 20 – 55 years with uniform and shoes.	Per Month	24 No's.		
2	Provision of Supervisor for Gardening Staff.	Per Month	01 No.		
3	Service charges and applicable rates including Statutory payments such as EOBI, Social security etc	Per month	---		
4	Total cost per month without PST	Per month	25	---	

In light of our Tax consultant opinion PST on gardening services is presently not being deducted / paid. However, as and when PST is declared applicable the same will be in addition to the total cost per month mentioned at serial # 4 above and the contractor will submit PST invoice for the purpose.

NOTE:

- ❖ Quotation submitted by Contractor quoting Rate to be paid to Gardeners (Reference item # 1 and 2 above **Less Than** minimum Wage Rate notified by Federal/Provincial Govts will be **REJECTED.**
- ❖ Contractor will ensure minimum wage payment per month to gardeners as per rates notified by Federal/Provincial Govts in presence of Admin Department representative.
- ❖ Bids will be evaluated on **Consolidated Basis.** i.e total amount per month mentioned against item No. 4 above.

INSTRUCTIONS

- ❖ All the Gardeners including supervisor must wear designated Uniform & Shoes
- ❖ Uniform should be Green / Leaf Green upper / blazer type coat and same colored trouser of same fabric with yellow / white text "**Gardening Staff M/s. (Firm Name)**" on back side of shirt.
- ❖ Gardeners must be issued display identity cards by the contractor mentioning contractor staff for SNGPL thereon.
- ❖ Gardener must reach at office 0700Hrs.
- ❖ Gardeners should be physically and mentally fit to perform gardening duty.

CONTRACTOR



IMPORTANT NOTES:-

- The required Gardening Material for each commencing month should be provided by the Contractor till 25th of preceding month to the Gardening Supervisor, which would be checked by our Admin Officer and supply sheet will be counter signed accordingly.
- All necessary equipments required for gardening work / proper maintenance like Scissors, Kassi, Khurpa, plants cutters, Fertilizers, lawn mowers etc shall be arranged by the contractor at no additional cost to SNGPL
- Contractor will provide an undertaking on stamp paper worth Rs. 100/- with his bid documents that he will abide by all prevailing Government / Labor Law's rules and regulations including payment of EOBI, Social Security and payment of minimum wages to Gardeners along with evidence.
- Payment of minimum wages to Gardening staff as per labour laws and instructions / notifications of Federal and Provincial Government will be implemented / ensured by Contractor with provision of evidence.
- Contractor will also provide monthly Staff Salary Disbursement Certificate, Confirming that he had paid salary to his all staff deployed at Faisalabad-T on or before 5th of each succeeding month before submitting his monthly bill.
- The Contractor must maintain sufficient stock of all items required for Gardening services. Substandard material and services would be liable to deduction of bill on pro rate basis/ market rates.
- The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. SNGPL reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to SNGPL.

CONTRACTOR



REF # ADMN:FST:4.16 (GARDENING)

DATE: 05.11.2020

SCHEDULE OF WORKS
SPECIFICATIONS AND INSTRUCTIONS

1. **Jobs to be done on regular basis:**

a) **LAWN CARE**

i) **GRASS CUTTING**. The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task.

ii) **EDGING**. The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

iii) **TRIMMING**. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

iv) **WEEDING**. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. However the Contractor shall obtain approval of Admin Officer for all applications of weed killers.

b) **PRUNING:**

i) The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.

ii) The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:

- direct and encourage plant growth in directions desired,
- remove dead and unsightly growth, and
- maintain a neat and attractive appearance

iii) At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

c) **REMOVAL OF DEBRIS.**

The Contractor shall remove debris, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

d) **WATERING:** The Contractor shall water lawns, flowers, shrubs, and trees to provide for optimum moisture penetration. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the Admin Officer permission to suspend watering to avoid too much water in the soil.

CONTRACTOR



e) **FERTILZER:**

The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of twice a year and as and when required.

f) **PEST AND DISEASE CONTROL**

- i) The Contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition.
- ii) It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this process.
- g) Visiting each residential unit on every alternate day to ensure upkeep of green areas, plants etc.
- h) Any other work related to Gardening Services on as and when required basis
- i) Penalties would be imposed on account of non-performance of different jobs as elaborated here under:

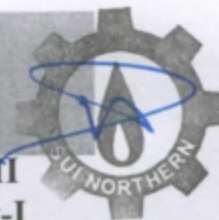
Sr	Violation	Penalty
01	Non wearing of uniform by any Gardener as observed during duty	Rs. 100/- per Gardener per day
02	Non wearing of shoes by any Gardener	Rs. 100/- per Gardener per day
03	Non compliance of job to be done on daily basis	Rs. 100/- per Gardener per day
04	Non compliance of jobs to be done on fortnightly / as per requirement basis.	Rs. 1000/- per Gardener per month
05	Material not provided or not found present	Rs. 300/- per complaint (if complaint is not resolved within 01 hour)

Note:

Deduction mentioned at Sr # 4 & 5 will be calculated @ No. of Gardeners deployed at relevant area (s) where required job (s) is/are not done.

The work to be carried out as per Schedule of Requirement, Annexure-B (Sheet No. 1 & 2), within stipulated period as per Company Admin Officer's instructions.

CONTRACTOR



TERMS AND CONDITIONS

1. Bidders are required to submit their firm and irrevocable offer in Pak Rupees against this tender which must be based on provision of Gardening Services conforming to the terms & conditions and Schedule of Requirement.
2. Sui Northern Gas Pipelines Limited reserves the right to reject any or all bids which do not meet the intent of our requirement or where there is evidence of lack of competition or where the lowest bid exceeds the cost estimated by an amount which in the opinion of Sui Northern Gas Pipelines Limited is sufficient to justify such a cause.
3. Your offer must remain valid for a period of **90 days** from the date of opening of bids. Bids received with shorter validity may be considered as non-responsive and may not be considered for evaluation and comparison.
4. SNGPL may, however, request for extension of validity of bids without any change in quoted price and other terms and conditions. The bidder(s) may refuse to extend validity of their bid beyond their quoted validity.
5. While tendering your quotation, the present trend in the rate of material/goods in the market should be kept in mind. No request for increase in price due to market fluctuations in the cost of material/goods and services will be entertained.
6. Copies of valid registration certificates of **Social Security & EOBI** are essentially required to be attached with **Technical Bid**.
7. **BID BOND**
 - a) Every bidder shall furnish, bid bond @ **2% of the total annual value of contract excluding PST** in the form of Bank Draft/ Pay Order/ CDR issued in favour of SNGPL. Any bid, which is not accompanied by the requisite bid security will not be read out at the time of tender opening and will be considered as NON RESPONSIVE.
 - b) This bid bond will serve as a guarantee in case the bidders subsequently either withdraw, or unilaterally modify, or alter their bid after opening of the bids and / or fail to accept the contract awarded to them. Bid Bond will be retained until the Firm furnish the required Performance Bond equivalent to 10% of total annual value of contract **excluding PST** on award of the contract. SNGPL reserves the right to retain the Bid Bond of the next lowest bidder, until it enters into contract or until **120 days after bid opening**, whichever is earlier. **The cost of the above bond shall be borne by the bidder.**
 - c) The bid bond may be forfeited if the bidder either withdraws its bid during the period of bid validity specified by the bidder or fails to sign the Contract or refuse to furnish Performance Bond.
8. **PERFORMANCE BOND / GUARANTEE**
 - a) Within **15 days of award of contract**, the Service Provider firm shall furnish "**Performance Bond Guarantee**" in the form of Bank Draft / Pay Order / Bank Guarantee for an amount of **10%(percent) of total annual value of contract**. Amount of performance bond will be calculated **excluding PST (Sales Tax)**. The proceeds of the Security performance shall be payable to SNGPL as compensation for any loss resulting from the Firm's / Agency's failure to complete its obligations under the contract.
 - b) The Firm / Agency will undertake to indemnify SNGPL of all actual losses that it will suffer in respect of loss occasioned or resulting directly from the negligence of its Gardening staff, and work related accidents resulting in injuries / fatalities to / of the workers of the contractor. The entire loss will be recovered through performance bond / monthly bills.
 - c) The Bank Guarantee if submitted by the contractor should be valid for Three (03) months after completion of work expiry of contract. Format of performance warranty bond / guarantee is attached as **Annex-B-III**.

CONTRACTOR



- d) The Performance Bond Guarantee will be discharged after the expiry of services has been delivered indicated in the contract. SNGPL shall promptly notify the Contractor in writing of any as claim arising out of performance of the contract. Upon receipt of such notice, the Contractor shall, with all reasonable speed, settle the claims. If the Contractor having been notified, fails to fully settle the claim within 15 days time, SNGPL may proceed to take such remedial action as may be necessary at the Contractor's risk and expense and without prejudice to any other rights which SNGPL may have against the Contractor under the contract, including partial or complete forfeiture of the Performance Bond Guarantee.
- e) In the event, if services are found not in conformity with criteria provided in this tender enquiry, the Contractor will provide replacement and shall also pay all costs / expenses and damages incurred by SNGPL.
- f) Nothing contained herein shall be construed to limit the Contractor's obligations and liabilities with regard to the performance of the contract.

09. FORCE MAJEURE

- a. "Notwithstanding any provision to the contrary contained for damages or be deemed in default of the provision of the agreement for failure to perform or delay in the performance of obligations assumed by such party pursuant hereto in-so-far as the said affected party can clearly establish that its performance has been prevented or delayed by Force Majeure. A "Force Majeure" event shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a party which or effect of which materially and adversely affects the performance of that party or its obligations under or pursuant to this Agreement; provided, however, that such material and adverse effect could not have been prevented or overcome in whole or in part by the affected party through the exercise of diligence and reasonable care. "Force majeure Event" hereunder shall comprise each of the following event or circumstances but only to the extent that each satisfies the above requirements. Force Majeure Event shall include but not limited to:-
 - i. Natural disaster includes but not limited to cyclones, earthquakes, floods etc.
 - ii. Strikes (other than among the "Contractor's" or civil employees) or other industrial disturbances which prevent either of the parties from performance of their obligations under this Agreement.
 - iii. Act of state i.e. Governmental Law and/or regulation; decree, or judgment of court of competent jurisdiction; failure of any governmental entity to act.
 - iv. Act of enemy i.e. act of war, blockade, riots, fire, terrorist activity etc.

If a party wishes to claim relief by reason of force Majeure, it shall within 7 days of its occurrence serve written notice of occurrence of such a Force Majeure on the party through registered post or any other courier service. The two parties shall consult each other and agree upon the measures to be taken. As soon as the Force Majeure ends, the affected party shall promptly resume performance of its obligation under the agreement and intimate the other party about this. If the force Majeure event persists for the period of 3 months, the Company shall be entitled to termination of this agreement.

- b. SNGPL is not liable to the "Contractor" for any damage or loss caused by Force Majeure directly or indirectly.
- c. In case of Force Majeure SNGPL for any reason whatsoever will pay no idle time claim.

CONTRACTOR



10. CONFLICT OF INTEREST

- a. Service Provider Agency/Firm warrants that it is not aware of any conflict of interest with respect to the Tender/Contract.
- b. Service Provider Agency/Firm warrants that it does not know or have reasons to believe that any employee of SNGPL or such employee's dependents have legal or beneficial interest in the business of Service Provider Agency/Firm.
- c. SNGPL agrees that Service Provider Agency/Firm shall be informed of the evidence relied upon by SNGPL in support of the breach of any warranty and shall afford the Service Provider Agency/Firm a reasonable opportunity to explain or to present evidence pertinent to the issue before SNGPL disqualify the Agency/Firm or reject its bid.

11. ARBITRATION

"The Parties shall use their best efforts to amicably settle all the disputes arising out of or in connection with the Agreement or its interpretation. Any difference or dispute arising out of or in connection with the Agreement between the "Company" and the "Contractor" which cannot be amicably resolved shall be referred to Arbitration in Lahore, Pakistan to two Arbitrators, one to be appointed by each party of such dispute. Fee of the Arbitrator appointed by the Company shall be paid by the "Company" and fee of the Arbitrator appointed by the Contractor shall be paid by the "Contractor". In case of the judgment of the said Arbitrators being at variance, the matter shall be referred to an Umpire who shall be appointed by both said Arbitrators. The Umpire shall be a retired Judge of a High Court or the Supreme Court of Pakistan. Fee of the Umpire shall be paid half by the Company and half by the Contractor. The Arbitration shall be conducted under the provisions of the Arbitration Act, 1940.

The Agreement shall be governed under the laws of Pakistan and the arbitration language shall be English.

During the course of arbitration, "Contractor" shall not suspend the performance of its responsibilities and obligations under the Agreement unless authorized by the "Company" to do so".

12. TERMINATION OF CONTRACT

The Company shall be entitled to terminate this Agreement: (1) if the Contractor violates any provision of this Agreement or any provision of law, rules, and regulations applicable to it; or (2) if the Company determines that it is in the Company's interest or the public interest to terminate the Agreement.

- a) In any case, the Company may terminate without assigning any reasons, and shall give one-month notice in writing to the Contractor.
- b) In case of termination by the Company due to a breach of contract or violation of law by the Contractor, the Company shall give the Contractor a "warning" and an opportunity to remedy the breach of contract or violation of law within 15 days of notice. If the Contractor fails to take remedial action within 15 days of the notice to the satisfaction of the Company, the Company shall provide a second "warning" and further 15 days to remedy the breach. Upon expiry of the second warning period the Agreement shall stand terminated.
- c) In case the Contractor wishes to terminate this Agreement the Contractor shall give **90 days** advance notice in writing for termination of this Agreement and provide reasons for doing so.
- d) If the Contractor fails to **serve 90 days' notice period**, SNGPL shall be entitled to confiscate / en-cash the security deposit / performance bond of contractor.

CONTRACTOR



Ref: ADMIN: FST: 4.16 (GARDENING)

Annexure-C-II
Sheet-IV

Your services are liable to be technically / physically inspected by us and if you fail to provide the services according to our criteria, we reserve the right to terminate the Contract.

In case of award of Contract, you will be required to execute the services strictly in accordance with the terms and conditions of the Contract. In case any of the terms and conditions of the Contract is violated we will have the right to cancel the Contract or part thereof as necessary.

13. **BLACKLISTING** In case of any consistent breaches of contract, violation of law, or fraudulent or corrupt practices by the Contractor, the Company shall be entitled to blacklist the Contractor, temporarily or permanently in accordance with law and the Company procedure and mechanism.

14. **PAYMENT**

- a) The Company will make payment of bills within 30 days upon receipts from contractor firm through Crossed Cheque.
- b) Bills in duplicate duly verified by the contractor or his / her authorized representative should be submitted latest by **7th of the subsequent month**. Any delay in submitting the bill will result in corresponding delay in payment for which contractor will be responsible.
- c) Except as otherwise expressly provided in the Contract all "Taxes" including but not limited to , income tax, stamp duty, toll taxes etc. imposed upon the Contractor, its assignee or any of their employees in connection with the Contract by Federal or Provincial Government shall be on account of the Service Provider Agency. Firm / Agency shall indemnify Company against any liability in respect of such taxes.
- d) All direct taxes, levies, charges, dues or contributions payable to Government, local Authority or any Corporation etc. shall be paid by the "Contractor", being his sole liability.
- e) General Sales Tax will be applicable as per law.
- f) Gardening firm will be obligated to pay the salaries to his employees i.e Gardening staff deputed at SNGPL premises under the contract **by 5th of the subsequent month** without depending on the clearance of monthly bills from SNGPL.
- g) Payment of minimum wages to Gardening staff as per labour laws and instructions notifications of Federal and Provincial Government will be implemented / ensured by Contractor for which evidence will have to be provided.
- h) Contractor will provide an undertaking on stamp paper worth Rs. 100/- with his bid documents that he will abide by all prevailing Government / Labor Law's rules and regulations including payment of EOBI, Social Security and minimum wages along with evidence.
- i) Contractor will also provide monthly Staff Salary Disbursement Certificate, Confirming that he had paid salary to his all staff deployed at all locations on or before **5th** of each succeeding month.

15. The successful contractor, on whom contract will be placed, shall be bound to provide the services strictly in accordance with the terms and conditions of the contract. The contractor who, in the sole opinion of the Company (SNGPL) is not performing part of his obligations under the contract awarded to him by the Company, penalties may be imposed against him in terms thereof, as per schedule of penalties described at **Sr # 1 to 5 Annex-B-1 (Page-2)**.

CONTRACTOR



16. Period of the contract shall be initially for One Year, which may be extended further for period of one year or part thereof **on existing terms and conditions/rates as per mutual agreement of both parties.**
17. In case of Contract, the Contractor shall be solely responsible for payment of Social Security & EOBI etc for the workers engaged against the contract being statutory obligation of the contractor for his/her employees and provide copies of duly paid Challans of Social Security & EOBI for Workers / janitors engaged against the Contract on monthly basis, latest **by 20th of following month.**
18. The contractor shall depute/provide trained, medically fit workers/gardeners. The workers including supervisors so provided should have valid computerized National Identity Card (CNIC).
19. The workers including supervisors must wear proper & clean uniform with shoes during the duty hours/time.
20. The contractor shall arrange job related training of the workers periodically / and submit report.
21. The contractor shall provide High Quality Gardening Services as per requirement of the Company.
22. It is contractor's responsibility to take measures as per general procedure of HSE in view of the Environmental Health Safety laws and regulations, which is available at www.sngpl.com.pk
23. The contractor will obtain third party insurance cover for its manpower against work related accidents involving injuries / fatalities and provide copy of insurance policy document to SNGPL within 45 days of award of contract.
24. The contractor will provide protective gear to its workers to avoid accident resulting in injuries / fatalities.
25. The contractor will not with hold any part of salary, benefits property or documents of his personal in order to force such personnel to continue and he will not be engaged in or support human trafficking.

CONTRACTOR



26. The contractor shall be liable to pay compensation to his staff / labour in case of any major injury disability and fatality category wise as under.
- | | |
|--|---|
| a. In case of major injury (Injury leading to Temporary Disablement) | Payment of 1/2 of the monthly wages till the recovery of temporary disablement or for a maximum period of one year, whichever is less.
Payment of 1/3 of the monthly wages till the recovery of chronic ill health / disease or for a maximum period of 5 years, whichever is less |
| b. In case of Disability (Permanent) | Rs.500,000/- |
| c. Fatality | Rs.500,000/- |

Failure to comply against HSE initiative at operational sites will lead to blacklisting of a contractor through following disciplinary actions.

- | | |
|------------------------------|--|
| e. 1 st Violation | Warning Letter |
| f. 2 nd Violation | Deduction of Rs.5000/- |
| g. 3 rd Violation | Deduction of Rs.20,000/- |
| h. 4 th Violation | Blacklisting as per procedure mentioned in clause No.13. |

GENERAL

Any other duty assigned on daily / monthly / quarterly basis to carry out your contractual obligations.

CONTRACTOR



Annex C - III

TENDER ENQUIRY NO. LE / /12
(ON BOND PAPER OF RS.100/-)

(To be typed on a correctly valued stamp paper and to be issued by a scheduled bank operating in Pakistan or by Foreign Bank with the guarantee underwritten by a scheduled bank in Pakistan).

M/s. Sui Northern Gas Pipelines Limited,
Transmission Headquarters,
Sargodha Road, Faisalabad – Pakistan.

Performance Warranty Bond Guarantee
No. _____
Date: _____
Amount _____ Valid
up to **03 months after completion of the
work / expiry of the contract as
indicated in the contract and till**
_____ whichever is later.

Dear Sirs,

PERFORMANCE WARRANTY/BOND GUARANTEE

As per request of M/s. _____

We hereby issue our letter of Guarantee No. _____

in your favor on account M/s. _____

for a sum not exceeding Rs. _____

(Rupees _____ being **five 05%** of the total
contract value of your order No. _____ dated _____ (excluding Sales Tax)
as a Performance

Warranty/Bond Guarantee as per terms and conditions of the contract under the following terms and conditions:-

1. This guarantee is available for payment, without recourse to the opener, against beneficiary's first written call to do so accompanied by written statement certifying that the opener failed to comply with the terms and conditions of the order.
2. The Guarantee Bond shall terminate three (03) months after the completion of work / expiry of the contract as indicated in the contract and till _____ whichever is later.

All claims under this guarantee must be submitted to us not later than the said validity date after which guarantee becomes automatically null and void, and the bank will stand discharged and released from all its liabilities hereunder.

NAME OF BANK

Sd/-
OFFICER (SEAL) MANAGER