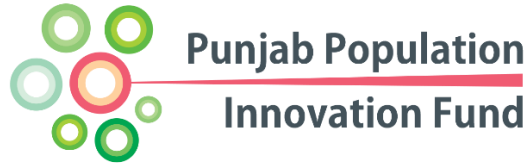


PUNJAB POPULATION INNOVATION FUND

Tender Document

“Provision of Gardening Services”

December, 2022



Submission Date for Sealed Proposals: 12:00 PM on 16th January, 2023

125 Abu Bakar Block, New Garden Town Lahore, Pakistan.

Phone: +92-42-99231190-92

www.ppif.org.pk

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1- Invitation

Punjab Population Innovation Fund (PPIF) is a section 42, not-for-profit Company set up under the Companies Ordinance 1984 by the Government of the Punjab.

PPIF requires gardening services for its office located at 125-Abu Bakar Block, New Garden Town, Lahore for eight (8) hours on daily basis (excluding holidays). All interested bidders are requested to go through complete document and provide the required information and documents mentioned in this document.

Shortlisted and financially qualified bidder will be offered a contract of one year which can be extended annually, based on performance for another term or terms. Extension of contract will be on government notified minimum wage rate for that financial year and same terms & conditions if mutually agreed by both parties (Bidder and PPIF).

2- Instruction to Bidders

The selection of gardening agency/company will base on Least Cost Based method. PPIF will adopt single stage one envelop bidding procedure as laid down in Punjab Procurement Regulatory Authority (PPRA) Rule # 38.

The bid shall be a single envelope containing the technical (shortlisting) information and financial bid. Financial bid of technically qualified/eligible bidders will be considered for financial comparison.

3- Short Listing Criteria

The bidder, fulfilling the following criteria, will be considered as shortlisted / qualified vendor for the financial comparison of providing Gardening services;

Eligibility Response Checklist			
Sr. No.	Necessary Eligibility Information	Response/Elaboration	
1	Certificate of Registration / Incorporation (Copy required)		Copies Attached
			Copies Not Attached
			Not applicable. Public sector organisation
2	Regular tax payer Attach copies of tax returns of 2021.		Copies Attached
			Copies Not Attached
			Not applicable. Public sector organisation
3	Mention National Tax Number (NTN) and Punjab Sales Tax Number (GST) in the name of Organization and provide a copy of registration	National Tax Number (NTN)	
		Punjab Sales Tax Number (PST)	
4	Affidavit on stamp paper, declaring that . Firm has not been suspended or blacklisted by any Government, semi-		Original attached
			Original Not attached

	<p>Government, autonomous or any financial institution of Pakistan.</p> <p>ii. That neither the organization nor any of its employee or officer are engaged in any activity that amounts to breach of security or any activity inconsistent with Pakistan’s national interests, or contrary to Government Policy.</p> <p>iii. Under AML/CFT that the organization/any of its vendor/sub-contractor is not involved in any money laundering, terrorist financing, weapon smuggling, anti-state activities or has or maintains links with proscribed individuals or organizations. (Original affidavit on stamp paper required)</p>		
5	Affidavit on stamp paper declaring that the company will pay as per Government minimum wage rates notified by Government of the Punjab. (Original required)		Original attached
			Original Not attached
6	One year experience of providing gardening services		Attach copy of Purchase order/agreement/acknowledgement

Kindly fill the annexure – B for above mentioned criteria and also fill the following necessary annexures required for the above qualification criteria and attach the supporting documentary evidences as mentioned in each annexure;

- Annex – A: Organization Information
- Annex – B: Eligibility Response Checklist
- Annex – C: Financial Evaluation/Costing Form

And also sign the declaration form at the end of document and attach with your other documents.

4- Scope of job

- a) The Contractor will provide Gardening services to PPIF office for eight (8) hours daily.
- b) Gardner will perform his duty from 09:00AM to 05:00PM daily. While for Saturday, the timing will be 09:00AM to 05:00PM or as decided by PPIF management before signing of contract with successful company.
- c) Gardner may be called on Sunday in exceptional scenarios (if required).
- d) Provide gardening services for external areas (lawns), internal areas, and lobbies in the building where plants are placed.
- e) Gardening activity includes but not limited to:
 - i. Soil cultivation, digging, forking, mulching, watering, raking, weeding, edging, pruning, seed sowing, bed preparation and planting.
 - ii. Trimming of grass in lawns, removal of dry leaves from plants.

- iii. Seeding plants and watering them at the correct times.
- iv. Taking care of plants inside office building
- v. Striving to create a pleasant environment that is safe and secure

5- Terms of Reference

The Contractor will be agreed on following terms of references:

- a) The deployment of Gardner recruited by the Gardening Company shall be subject to the relevant provisions of Labour Laws of Pakistan/Social Security / EOBI etc. Gardening company should keep the applicability of the prevalent Labour Laws in matters pertaining to the employment of the Gardening regarding minimum wages, terms and conditions of the employment, working conditions, termination, etc.
- b) Minimum daily/hourly wage by Government of the Punjab, must be followed while offering Quotation price. The vendor not following said minimum wage will be declared rejected even found after signing of contract.
- c) Rates quoted should be in Pak. Rs. inclusive of all applicable taxes.
- d) Service provider will be bound to provide the Gardening service within 3 days after issuance of work order/signing of the Contract.
- e) The employees/staff of the Gardening Company at PPIF, will work under supervision of PPIF Administration.
- f) Gardner who will be deployed at PPIF offices, should have;
 - i. Age within 18 to 50 years
 - ii. Medically fit with no drug addiction
 - iii. No mental or physical disability.
 - iv. No criminal record
 - v. Gardening experience
- g) Service provider will be fully responsible in case of misconduct caused by the Gardening personnel.
- h) Income tax and Punjab Sales Tax for Service (if applicable) will be deducted in accordance with the provisions of Government Rules amended time to time.
- i) The payment for the provision of Gardening services will be made at the end of each month as per PPIF rules. Successful firm will be bound to pay the salaries of their deployed staff timely as agreed while signing contract.

6- Financial Evaluation

The financial bid of only eligible vendors will be considered. Lowest eligible Quotation will be selected for award of contract but lowest Quotation must comply with the minimum wage rates as announced by Government of Punjab/Pakistan.

Estimated cost of the services for whole year is Rs.432,000/- (Inclusive of all)

7- Type of Contract

The type of contract will be based on unit bid price of Gardening staff (including relevant material)/month cost basis that includes but not limited to terms of references. Initially, PPIF will offer a contract of one year to the successful vendor which may be extended for further term/terms if mutually

agreed by both parties (Bidder and PPIF). Extension of contract will be on same cost and TORs under Punjab Procurement Regulatory Authority rules 2014. However, minimum wage rate will be observed as per notification of the Govt. of Punjab.

8- Submission

Complete tender containing technical and financial information and documentary evidences may be submitted before 12:00 PM on 16th January, 2023.

Cover Letter for the Submission of Quotations

[Firm letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Data Sheet]

Re: Tender in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the services for [Insert title of assignment] in accordance with tender. We hereby submit our proposal including the required documents in a sealed envelope.

We hereby declare that all the information and statements made in these documents are true and accept that any misinterpretation contained therein may lead to our disqualification. Our quotation is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will initiate the services as per the client's request if our proposal is accepted. We understand that you are not bound to accept any or all quotations you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:

Important Note: The competent authority may reject all bids or proposals at any time prior to the acceptance of a Quotation or proposal. PPIF shall upon request communicate to any firm, the grounds for its rejection of proposals, but shall not be required to justify those grounds. The proposal should be submitted in sealed envelope clearly mentioned "**Tender for Provision Of Gardening Services**"

9- Financial Proposal

The financial proposal must contain the cost of required services. Quotation price will inclusive of taxes and should be followed by minimum wage under labour laws of Pakistan.

Financial Proposal/Cost Estimates						
Sr#	Service	Qty.	Amount Rs. (without PST) for 8 Hours/Day	PST Amount Rs.	Total Amount Rs. (With PST) for 8 Hours/Day	Total Amount Rs. (With PST) /Month
1	Gardner	1				

Annexures

Annex – A

Organization Information			
S #	Required Information	Response	
1	Legal name of the organization		
2	Year of Registration / Establishment of the Organisation		
3	National Tax Number		
	Punjab Sales Tax Number		
5	What is the legal status of your organisation? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organisation	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
	Others (Please specify)		
6	Name and designation of 'Head of Organization'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

GARDENING SERVICES AGREEMENT

THIS CONTRACT FOR GARDENING SERVICES OF PUNJAB POPULATION INNOVATION FUND (this “Contract”) is made in Lahore on _____ day of _____, 2023 (“Effective Date”)

BY AND BETWEEN

Punjab Population Innovation Fund, a company set up under section 42 of the Companies Ordinance, 1984 and having its Head office at 125 Abu Bakar Block, New Garden Town, Lahore through its Chief Executive Officer (hereinafter referred to as “PARTY A”, which expression shall, where the context so permits, include its successors-in-interest and assigns) of the first part;

AND

_____ is legally an independent and registered firm under the law as applicable in Pakistan, with its principal place of business located at _____, Pakistan through its (hereinafter referred to as “PARTY B”, which expression shall, where the context so permits, include its successors-in-interest and assigns) of the second part;

PARTY A and Party B may hereinafter be collectively referred to as the “Parties” and individually as “Party”.

WHEREAS

- (A) PARTY A intends to get Gardening Services for its office.
- (B) PARTY B desirous of providing the aforesaid services submitted its quotation on 11th January, 2023 and which proposal/bid has been deemed successful for awarding of this Contract.
- (C) PARTY B has represented that it possesses the requisite expertise, professional experience & qualification and required infrastructure to provide Gardening for PARTY A envisaged by this Contract.
- (D) PARTY B has agreed to offer and PARTY A has agreed to procure the envisaged services on the terms and conditions set out herein below.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations, warranties, conditions and undertakings contained herein, and intending to be legally bound, the Parties hereby agree and this Contract witnesses as follows:

GARDENING SERVICES

1. PARTY B hereby agrees to provide Gardening Services detailed in **Annexure-A** to this Contract titled “Scope of Work” (hereinafter the “**Gardening Services 2023**”), in accordance with this Contract.

OBLIGATIONS OF PARTY B

2. The deployment of Gardening staff recruited by the Gardening Company shall be subject to the relevant provisions of Labour Laws of Pakistan.

3. A Gardener shall not be assigned his duty unless he has been imparted minimum necessary Gardening training or have relevant work knowledge.
4. Gardening staff those will be deployed at PARTY A offices, should have;
 - vi. Age within 18 to 50 years
 - vii. Medically fit with no drug addiction
 - viii. No mental or physical disability.
 - ix. No criminal record
5. Service provider is to verify background checks/verifications of the deployed employees.
6. Service provider needs to have adequate resources to provide back up at any time in case of any emergency.
7. Service provider will be fully responsible in case of misconduct caused by the Gardening personnel.
8. The provided Staff by the Party B to work for PARTY A and shall be under the administrative control of the Party B but will follow the instructions of PARTY A instructions and timing will be 8 (eight) hours a day as agreed by PARTY A from Monday to Sunday uninterrupted to perform duty.
9. The staff to be provided by the Party B will be skilled, competent appropriately equipped.
10. The PARTY A has the right to inspect and test all services mentioned in this agreement.
11. The Party B shall be obligated to remove any employ (provided by the Party B) from duty if desired by the PARTY A.
12. All Party B staff shall:
 - Be courteous at all times all follow instructions of the occupants.
 - Arrive at the work site promptly at the scheduled time, equipped with materials necessary to complete the job.
 - Be clean and neatly dressed in uniform provided by Party B.
13. The Party B staff should be medically fit and courteous at all times. They must follow instructions of the PARTY A management with respect to the use of the facilities for themselves and behavior in the office.
14. PARTY A may increase or decrease the staff at its discretion by giving notice to the Party B.
15. The Party B will ensure payment to the staff employed by him on 1st of every month. The PARTY A will make payment to the Party B on 7th of each month.
16. The Party B will be responsible for all related labour leave issues and payments prevalent and implemented in future.
17. In case of absence or leave of any janitor/gardener/maintenance staff, the company would be bound to provide immediate replacement.

18. The following penalties will be charged in case of absence or late coming of janitor.

Case	Penalty
Absent	Deduction of Rs: 100
Late Coming	Deduction of Rs: 50

19. If the Party B fails to provide services during prescribed time of services or penalized more than five times, the contract may be cancelled.

20. Services & equipment; and all related duties, incidental or necessary thereto, dutifully, in good faith and diligently in an efficient and timely manner as per the requirement of PARTY A and applicable laws and rules of Govt. of the Punjab, and regulatory authorities, in accordance with this contract and professional standards of conduct.

21. PARTY B shall not sub-contract any part of this Contract, or any portion of the Gardening Services assignment, without the approval of PARTY A. In any event, PARTY B shall be responsible for the Gardening Services.

22. PARTY B shall ensure that all services conform to the standards for the professional practices.

23. The price / rates for each entity should be valid for 12 months starting from the date of the signing.

OBLIGATIONS OF PARTY A

24. PARTY A shall have the primary responsibility for overseeing and approving the scope of work performed, or to be performed, by PARTY B.

25. A dedicated resource for Gardening Services shall coordinate all communications / correspondence with PARTY B on behalf of PARTY A. The authorized representative of PUNJAB POPULATION INNOVATION FUND for the purposes of this Contract shall be Mr. Jawad Khan, Manager HR, PARTY A, while Mr. will be the coordinating official on behalf of PARTY B.

26. Punjab Population Innovation Fund reserves the right to cancel the contract at any time by sending a written intimation of thirty days.

27. In case of any dispute regarding Insurance or claims, the decision of PARTY A shall be final & binding.

28. PARTY A acknowledges and agrees that PARTY B will not make decisions on the part of PARTY A's management, and that PARTY A has the ultimate responsibility for all management decisions relating to the results of Gardening Services by PARTY B.

EXPECTED OUTCOMES AND DELIVERABLES

29. PARTY B shall perform Gardening Services professional manner.

PAYMENT

30. In consideration of the satisfactory provision of Gardening Services assignment by PARTY B to PARTY A, payment will be made after the submission of bills as per PARTY A rule.
31. All payments made hereunder shall be made subject to applicable tax deductions.
32. Income tax and GST (if applicable) will be deducted in accordance with the provisions of Government Rules amended time to time.
33. All payments shall be made through crossed cheque.

REPRESENTATIONS AND WARRANTIES

34. The parties represent and warrant to each other that each of the parties has and will have full power and authority to enter into and perform this Contract.
35. PARTY B warrants that it possesses the necessary knowledge and experience to conduct Gardening Services assignment as per the highest standard of professionalism and shall exercise, and act with, due care, judgment and skill reasonably expected in the performance of services of the like nature in the prevailing professional environment.

EXPIRY, TERMINATION

36. This Contract shall come into force on the _____. The duration of the contract is normally anticipated to run for a period of one year and may be extended for further periods on the minimum wage rate announced by Government at that time, terms and conditions by mutual agreement of both parties under PPRA Rules 2014.
37. PARTY A will reserve the right to review the contract at the end of the term.

NOTICES

38. Except as otherwise expressly provided in this Contract, all notices or other communications to be given or made hereunder shall be in writing, shall be addressed for the attention of the persons indicated below, and shall either be delivered personally or sent by courier, registered or certified mail or facsimile. The addresses for services of the Parties and their respective facsimile number shall be:

If to PARTY A:

Attention:
Address: H. No. 125, Abu Bakar Block, New Garden Town, Lahore
Telephone: +92 42 99231190-92
Facsimile: +92 42 99231123
Email: jawad.khan@ppif.org.pk

If to PARTY B:

Attention:

Address:
Telephone: 042-
Cell Phone: 03
Facsimile: 042-
Email:

39. Any Party may by notice change the addresses and/or the address to which such notices and communications are to be delivered or mailed.

MISCELLANEOUS

40. **Governing Law.** This Contract and rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.

41. **Liability/Limitations:** PARTY B shall be responsible to maintain confidentiality of information, documents, and records in any form.

42. **Dispute Resolution:** Any dispute arising out of or in connection with this Contract shall (regardless of the nature of the dispute), in the first instance be attempted to be settled amicably by mutual discussions/consultations.

43. **Force Majeure:** The term “Force Majeure” shall be defined to include fires or other causalities or accidents, acts of God, shortages of supplies, severe weather conditions, strikes or labor disputes, war or other violence, or any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency.

A partner whose performance is prevented, restricted or interfered with by reason of a Force Majeure condition (other than obligations to pay due and owing to hereunder) shall be excused from such performance to the extent of such Force Majeure condition so long as such Partner provides the other Partner with prompt written notice describing the Force Majeure condition and immediately continues performance whenever and to the extent such causes are removed.

If, due to a Force Majeure condition, the scheduled time of delivery of performance is or will be delayed for more than thirty (30) days after the scheduled date, the partner not relying upon the Force Majeure condition may terminate, without liability to the other Partner, any purchase order or portion thereof covering the delayed Products.

44. **Relationship of the Parties:** This Contract shall not be interpreted or construed to create a relationship of master and servant or principal and agent, an association, joint venture, or partnership as between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind the other Party.

45. **Severability:** The invalidity or enforceability of any portion or provision of this contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this contract and the remaining portion shall be construed and enforced as if this contract did not contain such invalid or unenforceable portion or provisions.

- 46. Confidentiality:** Except as otherwise permitted by this Contract, neither of the parties to this contract may disclose to third parties the contents of this contract or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary.
- 47. Successors:** This contract shall be binding upon and inure to the benefit of the parties and its successors, permitted assigns and legal representatives.
- 48. Amendments:** Any amendment to this contract shall only be binding if executed in writing by the parties through their duly authorized representatives.
- 49. No Assignment:** No party may assign or transfer this Contract or any right or obligation hereunder without the prior written consent of the other Parties.
- 50. Entire Contract:** This contract, together with the Annexure A and B, constitutes the entire agreement and understanding of the parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Contract applies or refers.
- 51. Expenses:** All expenses incurred by the Parties in relation to the negotiation, drafting, execution and performance of this Contract shall be borne by the incurring Party.
- 52. Conflict of interest:** That neither the PARTY B nor any of the personnel/employees has any relation with any of the Board members, Chief Executive officer and any other staff working in PARTY A which conflicts or could conflict with any of their obligations in relation to this Contract.
- 53. Indemnity:**
- a. PARTY B agrees to indemnify, defend and hold harmless PARTY A, its officers, agents and employees from any or all actions, claims, proceedings made by third parties against PARTY A with respect to any liability, loss, cost and/or expenses caused or arising from any act or omission of PARTY B either in breach of this contract or for negligence.
 - b. To the fullest extent permitted by applicable law and regulations, PARTY A shall indemnify, defend and hold harmless PARTY B, the other PARTY B Entities and all PARTY B Persons (collectively, "Indemnities"), from and against all claims and causes of action, pending or threatened, of any kind (whether based on contract, tort or otherwise) by third parties, including any affiliate of PARTY A, and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable outside attorneys' fees and the allocable costs of in-house counsel) suffered or incurred in connection therewith, related to or arising out of (i) the disclosure of any report or any portion, abstract or summary thereof or (ii) the use or reliance (where there is not a specific agreement by PARTY B to allow reliance) on any Report or any portion, abstract or summary thereof, in each case by any person or entity that obtains access to it, directly or indirectly, from, through or at the request of PARTY A, except as finally determined to have resulted solely from PARTY B's fraud or willful misconduct.
- 54. Waiver:** No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Contract:
- a. shall operate or be construed as a waiver of any other or further default whether of a like or different character; or
 - b. shall be effective unless in writing duly executed by a duly authorized representative of such Party.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract, nor time or other indulgence granted by one Party to the

other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

ANTI MONEY LAUNDRING AND COMBATING THE FINANCING OF TERRORISM

55. Part B do hereby solemnly affirm, declare and undertake on oath as under:

- i. That neither is the Party B nor any of its employees or officers are engaged in any activity that amounts to breach of security or any activity inconsistent with Pakistan's national interests, or contrary to Government Policy.
- ii. That the Party B is not involved in or part of any political activities.
- iii. That the Party B is not involved in any money laundering, terrorist financing, weapon smuggling, anti-state activities or has or maintains links with proscribed individuals or organizations.
- iv. That the Party B has not and will not use or attempt to use the funds or payments made by Party A to the Party B pursuant to the Contract in any money laundering, terrorist financing, weapon smuggling, anti-state activities or for maintaining links with proscribed individuals or organizations.
- v. That in case of breach or default by the Party of the statements, undertakings and declarations made herein, the Party B shall be fully liable for its breach and/or default to Party A.

In case of such violation or misdeclaration, the Party A shall also have the absolute right to forthwith terminate the Contract and in case of such termination the Party B shall have no claim or action whatsoever against the Party A.