

GOVERNMENT OF PAKISTAN

MINISTRY OF COMMUNICATIONS



NATIONAL HIGHWAY AUTHORITY

REGIONAL OFFICE (PUNJAB-NORTH)

BID DOCUMENTS

FOR

PROVISION OF SERVICES FOR MAINTENANCE OF
LAWN/GRASS PLOT AND INDOOR PLANTS OF

REGIONAL OFFICE BUILDING, LAHORE

ISSUED TO: _____

DATE: _____

NATIONAL HIGHWAY AUTHORITY
Office of the General Manager (Maint) Punjab-North

DETAIL OF CONTRACT

Contract # : Look after Lawn & plantation services
in Regional office building,
LOCATION : Regional Office Building Lahore,
Thoker Niazbeg, Multan road, Lahore.
NTN Number : _____
EOBI Number : _____
TIME OF COMPLETION : 01 Year (From the date of commencement)

Bid Price:

- a) Total Monthly Bid Amount
1x Supervisor, 10x Gardeners
Including 250x indoor plants
& Maintenance of lawns : Rs. _____
PST 16% : Rs. _____
Total Bid Amount Rs. : _____
- b) Total Bid Cost for 12 Months Rs. : _____
in words (_____ only)

Earnest Money 3% of total Bid Amount in Rs. : _____
in words (_____ only)
Bank Draft /Pay Order : _____

(Signature & stamp of the bidder)

Last date for Submission of Bids in the office of GM (Maint) Punjab-North,
NHA Lahore is 1100 hours on **22nd December, 2020.**

NATIONAL HIGHWAY AUTHORITY
Office of the General Manager (Maint) Punjab-North

DEFINITIONS:

In the Contract (as hereinafter referred), the following words and expressions shall have the meaning hereby assigned to them except where the contract otherwise requires.

- i. "Employer" means General Manager (Maint) Punjab-North, National Highway Authority, and Lahore (hereinafter referred to as the GM (Maint) Punjab-North).
- ii "Contractor" means the Firm / Enterprises whose lowest bid is accepted by Employer.
- iii "Employer representative" means Assistant Director (Admn) NHA Punjab-North, who shall supervise the Services.
- i. "Contract" means the Conditions of Contract including the agreement, Appendices and Addenda, if any.
- ii. "Contract price" means the price to be paid for the performance of services.
- iii. "Service" means the services to be performed by the Contractor at Regional office building, Lahore pursuant to this Contract.
- iv. "Personnel" means persons hired by the Contractor as employees and assigned to the performance of the services in respect of this Contract.
- v. "Applicable Law" means the Laws and any other instruments having the force of Law in the Islamic Republic of Pakistan, as those may be issued and enforce from time to time.
- vi. "Day" means calendar day.

Seal & Signature of Contractor

Seal & Signature of Employer

NATIONAL HIGHWAY AUTHORITY
Office of the General Manager (Maint) Punjab-North

1. **SCOPE OF SERVICES (APPENDEK-A)**

The Contractor shall provide services and related manpower under complete package as mentioned in **Appendex -A**.

2. **LOCATIONS**

The services shall be performed at National Highway Authority, Shahpur Interchange, Thokar Niazbeg, Multan Road, Lahore.

3. **LAW GOVERNING THE CONTRACT**

The applicable Law shall govern this Contract, its meaning and interpretation and the relation between the parties. The Contractor shall perform in accordance with the applicable Law and shall take all practicable steps to ensure that 11 x personnel of the Contractor comply with the applicable law.

4. **LANGUAGE**

This Contract would be executed in the English language, which shall be the bidding and controlling language for all matters relating to the meaning or interpretation for this contract.

5. **NOTICE**

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by the registered mail or facsimile to such party at the address of the authorized representative hereunder:

Seal & Signature of Contractor

Seal & Signature of Employer

NATIONAL HIGHWAY AUTHORITY

Office of the General Manager (Maint) Punjab-North

SCOPE OF SERVICES / TERMS OF REFERENCE (TOR)

The contractor shall be responsible for maintenance / look after of grass plots/lawns in Regional Office Punjab-North as per following terms and condition:-

TERMS AND CONDITION:-

- a. The Contractor shall provide services with the help of electrical and mechanical lawn mowers and employee 1x Supervisor and 10x Gardeners. In case of absence of staff, substitute may be provided otherwise necessary deduction will be made accordingly.
- b. The Contractor shall be responsible for maintenance of lawn grass and mobilize electrical and mechanical equipment for execution of these services.
- c. The contractor shall pay salaries to Gardeners well in time in the presence of Admn Section representative in accordance with rate approved by Government of Pakistan to employee before 5th of each month.
- d. The employer has the right to instruct the Contractor to remove / replace any person without any prior notice to the Contractor. The Gardeners and Supervisor shall be in proper uniform during duty hours.
- e. The Contractor will keep checking Gardeners through Supervisor during office hours.
- f. The Contractor shall be responsible for cutting/trimming of plants/trees from time to time.
- g. The Contractor shall plant seasonal flowers around Regional Office.
- h. The contractor shall provide 250 indoor plants and replace dead & old plants as and when required / directed by the employer.
- i. The Contractor shall ensure that his staff will not indulge in unionism, strikes, undesirable activities, political agitation and unapproved religious activities.
- j. The Contractor shall observe the various labour laws and various enactments in operation at the moment or enforced from time to time.
- k. The staff shall bear the Identity Cards issued by the Contractor.

SEAL & SIGNATURE OF CONTRACTOR

SEAL & SIGNATURE OF EMPLOYER

NATIONAL HIGHWAY AUTHORITY
Office of the General Manager (Maint) Punjab-North

6. **EMPLOYER ADDRESS**

General Manager (Maint) Punjab-North
National Highway Authority
Shahpur Interchange,
Lahore.

7. **EXPIRY OF CONTRACT**

The period of Completion of services shall be 01 year from the date of commencement and shall be considered terminated automatically upon completion of contract until it is terminated by either party giving one month notice to the other party. However, the contract may be considered for extension on satisfactory performance and mutual agreement after approval of competent authority.

8. **CONTRACTOR'S OBLIGATION**

The Contractor shall fulfill their obligations under this contract according to the accepted professional standard. They shall exercise all reasonable skills, care and diligence in the discharge to the duties to be performed.

9. **REMOVAL / OR REPLACEMENT OF PERSONNEL**

- i. Employer will exercise supervision on Contractor's personnel and if the Employer finds that any personnel have committed serious misconduct or have been charged with criminal action.
- ii. Employer will have reasonable cause to be dissatisfied with the performance of any personnel.

10. **PAYMENT OF INVOICE**

- i. The payment shall be made to the Contractor on monthly basis, upon the submission of invoice duly certified by the Employer Representative at the end of each month. The due amount of the Contractor shall be paid by the Employer within thirty (30) days after the receipt of Contractor's invoice.
- ii. The staff shall be considered to be on effective pay roll of Contractor and their pay shall be disbursed by the Contractor under his own arrangements well in time.
- iii. If the items or part of an item of an invoice rendered by the Contractor is disputed or subject to question by the Employer, the payment of that part of the invoice which is not contested shall not be withheld on these grounds.

Seal & Signature of Contractor

Seal & Signature of Employer

NATIONAL HIGHWAY AUTHORITY
Office of the General Manager (Maint) Punjab-North

11. **TAX LIABILITIES**

All taxes including income tax, PST and duties shall be paid by the Contractor in accordance with the prevailing Income Tax laws of Pakistan. All personnel and corporate taxes will be paid by the Contractor or their personnel.

12. **INSURANCE**

Payment towards workers social security or any other dues that may become applicable shall be paid by the Contractor.

13. **TERMINATION FOR CONVENIENCE OF EMPLOYER**

The Employer shall have right to terminate this Contract at any time, after serving thirty (30) days prior written notice to the Contractor without describing any reason (s). Such termination for convenience shall not be deemed as default by the Employers.

14. **EVENT OF DEFAULT OF EMPLOYER**

The failure of the Employer to make payment to the Contractor at time and in the amount required by this Contract shall constitute an event of default by the Employer under this contract. In such case the Contractor may terminate this Contract by not less than thirty (30) days written prior notice to the Employer.

15. **DISPUTE SETTLEMENT**

The parties shall use their best efforts to settle amicably all disputes arising out in connection with this contract or its interpretation. The disputes which cannot be settled amicably within sixty (60) days after receipt of notice by either party for amicable settlement, the same may be submitted to arbitrator for settlements in accordance with provisions of arbitration Act 1940 and of the rules there under and any statutory modification thereto. The venue of arbitration proceedings will be Regional Office (Punjab-North) Lahore. The decision of arbitrator shall be final and binding on the parties.

16. **SECURITY DEPOSIT**

The successful bidder shall furnish a draft worth Rs.200,000/- (Rupees Two Hundred Thousand only) as security deposit of contract and the same will be released on expiry of contract period. In case of non completion before time/breach of contract period the said amount will be forfeited.

Seal & Signature of Contractor

Seal & Signature of Employer