



Gateway to National Prosperity

PORT QASIM AUTHORITY

Bin Qasim, Karachi – 75020

NOTICE INVITING TENDER

1. Port Qasim Authority invites sealed bids from financially sound contractors / firms, registered with (a) Income Tax (b) Sindh Sales Tax (SRB) Departments & on Active Tax Payer List (ATL) of FBR (Mandatory requirement) and having sufficient experience in the relevant field and enrolling suitably qualified personnel for "Maintenance of PQA Lawns / Green Areas from T-Junction to Chairman's Secretariat" for the period of two years.
2. Bidding documents, which are containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc., are available for the interested bidders, during the office hours 09:00 AM to 04:00 PM (Monday to Friday) in the office of the Director - Environment & Safety Department, Port Qasim Authority on submission of a pay order worth Rs. 1,000/- (Rupees One Thousand only), (non-refundable) payable to Port Qasim Authority upto 15-07-26 Bidding document can also be downloaded from PQA / PPRA websites.
3. Bidders shall submit Bids according to Single Stage – Two Envelopes Procedure under Rule 36 (b) of Public Procurement Rules-2004. The Bid will comprise of a single package containing two separate envelopes. Each envelope shall contain separately the "Technical Proposal" and "Financial Proposal". Bids are to be submitted with Bid Security (Earnest Money) @ Rs. 500,000/- in the form of Pay Order in favour of Port Qasim Authority issued by a Pakistani schedule Bank having a minimum AA rating and located in Karachi, Pakistan along with the Technical Proposals. Tenders submitted without bid security shall be rejected. Bids must reach the office of Director (Environment & Safety), Port Qasim Authority on or before 15-07-26 at 1200 hours. Technical proposals only shall be opened on the same day at 1230 hours.
4. The Financial Proposals of only technically qualified Bidders shall be opened in presence of the Bidders or their authorized representatives who may wish to attend. The date, time and venue to be intimated later. The Financial Proposals of technically non-qualified bidders shall be returned unopened.
5. Port Qasim Authority reserves the right to accept or reject any or all bids as per PPRA Ordinance & rules framed there under and no claim whatsoever will be entertained in this regard. Authority's decision in this respect shall be final and binding on all bidders.

(SHAHNAWAZ MANGRIO)
Secretary

BIN QASIM, KARACHI-75020, PAKISTAN. TEL: 92-21-9272111-30 FAX: 92-21-34730108 TELEX: 27611 QASIM PK,
Website: www.pqa.gov.pk, E-mail: secretary@pqa.gov.pk

**GOVERNMENT OF PAKISTAN
MINISTRY OF MARITIME AFFAIRS
PORT QASIM AUTHORITY
KARACHI – PAKISTAN**



PORT QASIM
GATEWAY TO NATIONAL PROSPERITY

**TENDER FOR
MAINTENANCE OF PQA LAWNS / GREEN AREAS
FROM T-JUNCTION TO CHAIRMAN'S SECRETARIAT**

ENVIRONMENT & SAFETY DEPARTMENT

INVITATION TO TENDER

FORM OF TENDER / BID

FORM OF TENDER

Date: _____ 2026

To,
The Director (E&S),
Port Qasim Authority,
Bin Qasim,
Karachi.

SUBJECT: TENDER FOR MAINTENANCE OF PQA LAWNS / GREEN AREAS FROM T-JUNCTION TO CHAIRMAN'S SECRETARIAT

- 1.1 Having made ourselves fully acquainted with the requirements of PQA as detailed in the Tender Documents. We the undersigned offer our Tender in conformity with the said Tender documents, and our prices are quoted in schedules.
- 1.2 We agree that this offer is valid and irrevocable until 90 (Ninety) days from the date of opening of Tender.
- 1.3 We acknowledge that all the attached Tender documents are valid and binding including parts, which have not been countersigned by us.
- 1.4 The rates which we have quoted in the schedules and all information / data attached to our Tender are complete and without any concealed technical and financial reservations or implications duly checked and are correct in every aspect. These rates are fixed and unchangeable throughout the currency of the contract.
- 1.5 We undertake that if our Tender is accepted, we would enter into an Agreement with Port Qasim Authority within 07 (Seven) days from the receipt of Letter of Intent and to commence operation within 03 (Three) days from the date of signing the Agreement.
- 1.6 We undertake that if our Tender is accepted, we will furnish security deposit for the due performance of the Contract in accordance with the conditions of Contract on the date of signing the Agreement.
- 1.7 Unless and until a formal Agreement is prepared and signed, this Tender and your Letter of Intent shall constitute a binding contact between PQA and ourselves.
- 1.8 We agree to pay all costs towards the preparation of the Agreement and the Contract documents.

1.9 We attached to this Tender an Earnest Money (refundable) @ Rs. 500,000/- in the form of pay-order issued in favour of Port Qasim Authority from AA rated Scheduled Bank in Pakistan.

a) **Upon execution of the Agreement and after provision by us, any Performance Security in accordance with the conditions of Contract our Tender is accepted.**

b) **Upon final decision by Port Qasim Authority, if our Tender is not accepted.**

1.10 A certificate attesting the signature of our authorized representative is enclosed.

1.11 We understand that you are not bound to accept the lowest or any Tender you may receive and that you will not defray any expenses incurred by us in Tendering.

1.12 We certify that this Tender has been prepared without Contract or Collaboration with other persons or firms, who have also submitted a Tender for this work and that it is fair in every respect and does not contain any secret or fraudulent arrangement.

1.13 Dated this _____ day of _____ 2026.

Signature(s) _____

In the capacity of _____ duly authorized to sign

Tender for and on behalf of M/s. _____

(NAME OF THE TENDERER IN BLOCK CAPITAL)

Address: _____
(SEAL OF THE TENDERER)

INSTRUCTIONS TO TENDERERS / BIDDERS

1. SUBMISSION OF TENDER:

- a) Tenderer / bidder should examine the Tender documents carefully and should obtain at their own expenses any information that may be necessary for making a Tender.
- b) The Tender must be addressed to the Director (Environment & Safety), Port Qasim Authority-Bin Qasim, Karachi and submit tender document in a sealed envelope.
- c) Earnest Money should be separately enclosed in a separate envelope & highlighted as Earnest Money attached with other documents.
- d) The Tender must either be sent by registered post or handed over in person so as to reach in the office of the Director (Environment & Safety) not later than 1200 hrs on __ __ __ __ __, 2026. The Tenders will be opened at 1230 hrs on same day in presence of the Tenderers or their authorized agents who wish to be present. Tenders received after the stipulated date & time will not be entertained.
- e) The tender documents issued by PQA duly completed must be stamped.
- f) The firm / contractor shall submit the Income Tax report for the last three (03) years. **(Mandatory)**
- g) The firm / contractor shall be registered with the FBR. **(Mandatory)**
- h) The firm shall submit Audited accounts report for the last three (03) years. **(Mandatory)**
- i) Incomplete and conditional Tenders shall not be entertained.

2. TENDER EARNEST MONEY (BID BOND):

- a) The Tenderers are required to deposit an Earnest Money @ Rs. 500,000/- in the form of a pay order, issued by any Schedule Bank having minimum AA rating located at Karachi, Pakistan in the name of Port Qasim Authority.
- b) The Earnest Money (Bid Bond) of all unsuccessful Tenderer / bidder shall be returned after finalization of the tender process with the approval of Competent Authority.
- c) The Earnest Money (Bid Bond) of unsuccessful Tender shall be retained until such time that Performance Security Deposit in accordance with the "Condition of Contract" has been duly lodged.
- d) If any tenderer / bidder withdraws his Tender after opening the Tender or in case he backs out after acceptance of his Tender, his Earnest Money (Bid Bond) shall be forfeited.

3. ENTERING THE QUOTATION IN THE SCHEDULES / BILL OF QUANTITY:

- a) No request for corrections of any mistake or revision of quotations in the schedule / BOQ shall be entertained after receiving and opening of Tender.
- b) Tenderers are required to quote rates in the Schedules / BOQ covering the cost of labour, material and equipment etc.,.
- c) The quotations must be filled in figures as well as in words. If found any difference between the two; the Tender would be considered in words only.
- d) Any erasure or over writing by the Tenderer will render the Tender liable to rejection. Corrections if any, must be made by striking out the errors and entering and signing the corrections by the person who has signed the Tender and stamped.

4. SIGNATURE OF THE TENDERER:

All Tenders submitted must be signed only by the Sole Proprietor / Partner or other person duly authorized to do so, on their behalf and should bear stamp of the Firm / Company.

5. ACCEPTANCE OR REJECTION OF THE TENDER:

- a) Tenderer will be required to conform strictly to all the terms and conditions stipulated in the Tender Documents. Tender will not be considered unless "The Tender" documents issued by Port Qasim Authority are submitted, duly signed and stamped by the Tenderer. Incomplete and conditional Tenders are liable to be rejected.
- b) No alteration or interpolation should be made by the Tenderers in the conditions and other stipulations of his Tender. The Tenderers should clearly understand that if they make any such alteration or interpolation, then their Tenders may be rejected without assigning any reason.
- c) Port Qasim Authority reserves the right to reject the lowest or any Tender without assigning any reason or to accept any Tender at their sole discretion.

6. PERFORMANCE SECURITY DEPOSIT:

- a) The successful Tenderer shall deposit an amount of Rs. 1,500,000/- (Rupees One Million Five Hundred Thousand only) as a Performance Security for the proper and conscientious execution of the Contract, on the date of signing of Agreement in the form of pay-order in favour of Port Qasim Authority issued by a Scheduled Bank having minimum AA rating located at Karachi, Pakistan.
- b) The Performance will be held until the satisfactory completion of the Contract and will be forfeited at the discretion of PQA in case of failure to fulfill all or any of the conditions of the Contract, irrespective of and without prejudice to any other remedy for such failure which PQA may seek under the term and condition of the Contract.

7. EXECUTION OF AGREEMENT:

- a) The successful Tenderer will be required to enter into an Agreement with PQA within Fourteen (14) days from the receipt of Letter of Intent from Port Qasim Authority.
- b) In the event of the successful Tenderer failing to enter into any Agreement with Port Qasim Authority within the specified period, Port Qasim Authority shall without prejudice to its right to forfeit the Earnest Money (Bid Bond) and will be at liberty to reinvite Tender at the risk as to cost and consequences of the Tenderer.

8. VALIDITY OF OFFER:

Offer remain valid for acceptances up to 90 days from the date of opening of Tender.

Signature of Tenderer _____ (With Seal).

GENERAL CONDITIONS OF THE CONTRACT

**TERMS AND CONDITIONS FOR
MAINTENANCE OF PQA LAWNS / GREEN AREAS FROM
T-JUNCTION TO CHAIRMAN'S SECRETARIAT**

ARTICLE - 1

TERMS OF THE AGREEMENT:

This agreement shall, remain valid for TWO YEAR commencing from _ _ _ _ _ to _ _ _ _ _ unless sooner terminated under the provisions of this Agreement and / or elsewhere. The same is extendable by Port Qasim Authority for further period of another one (01) year subject to satisfactory performance by the Contractor on same terms and conditions subject to approval of the Competent Authority.

ARTICLE - 2

TERMINATION OF THE AGREEMENT:

1. Without prejudice to any other available rights / remedies, Port Qasim Authority shall have the right to terminate this Agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this Agreement by the contractor.
2. The performance of services by the Contractor under this Agreement shall remain under observation during the whole period of the Agreement. In case the services are found non-satisfactory / below the specified standard or non-performance due to strike of the Contractor's staff / manpower, this Contract shall be terminated by Port Qasim Authority at any time with immediate effect without giving any notice.
3. Port Qasim Authority, shall be entitled to terminate this Agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Contractor or its employee(s) or non-performance of responsibilities and services by the Contractor.
4. Notwithstanding anything contained in this Agreement, each party shall have the right to terminate this Agreement without assigning any reason or cause thereof upon sixty (60) days written notice to the other party through registered post and / or confirmatory facsimile.
5. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

ARTICLE - 3

PRICES:

1. In consideration of services provided hereunder, Port Qasim Authority agrees to pay to the Contractor a total sum of Rs. ____/- (Rupees _____ only) during the period of validity of the Agreement as quoted by you. Payment will be released on LUMPSUM basis during the period of validity of this Agreement after making all required deductions.

2. If the quality of the services provided by the Contractor is not upon the standard acceptable to Port Qasim Authority, this Authority may get the required services performed through other ways and means at the risk and cost of the Contractor and expenditure(s) incurred on obtaining such services shall be deducted from the amount due from Port Qasim Authority to the Contractor.

3. If the required services are not satisfactory or Contractor fails to provide the agreed services at the sole discretion of Director (E&S) or any other authorized officer of Port Qasim Authority, following penalties will be imposed upon him for his default in addition to all other rights and remedies available to Port Qasim Authority.

For non-performance or unsatisfactory performance of Maintenance Services.	}	Fine upto Rs. 10,000/- will be imposed for each service and deducted from the monthly bill of the Contractor.
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ARTICLE - 4

PAYMENT:

1. Payment in respect of supply / services shall be made by the Port Qasim Authority after submission of pre-receipted and duly certified bills, which shall be strictly in conformity with the agreed supply / services.

2. The Contractor shall provide detailed supporting documents along with each bill, including but not limited to:

- i) Certified bills reflecting the supplies / services delivered;
- ii) EOBI certified monthly certificates confirming that the subscription / contribution for each worker has been duly deposited by the Contractor;
- iii) Bank-issued statements confirming payments made to workers through respective banks;

- iv) Any other documents required by PQA to verify that the agreed services have been satisfactorily provided;
- v) Payments shall be released only if the supplies / services are found to be in full compliance with the agreed terms. In case any supply / service is not delivered or is found deficient, the corresponding payment shall be withheld or proportionately deducted;
- vi) All payments shall be made after deduction of all applicable taxes including Income Tax and other Government levies, in accordance with the laws and rules framed by the Federal Government and adopted by PQA from time to time.

ARTICLE - 5

PERFORMANCE SECURITY DEPOSIT:

You shall deposit an amount of Rs. 1,500,000/- (Rupees One Million Five Hundred Thousand only) as Performance Security in shape of pay-order in favour of PQA at the time of signing of the Agreement. The said Performance Security Deposit shall be held by the Port Qasim Authority until satisfactory completion of the Contract and shall be forfeited at the discretion of the Authority. In case of failure of the Contractor to fulfill all or any of the conditions of the contract irrespective of and without prejudice to any other remedies for such failure.

ARTICLE - 6

RECOVERIES:

When any amount is recoverable from the contractor under any provision of this Agreement, Port Qasim Authority shall be entitled to deduct any such amount from the pending bills of the Contractor, whether due in respect of this or any other agreement and / or from any other due amount of the contractor lying with Port Qasim Authority and the Contractor shall have no objection on deduction of the same.

ARTICLE - 7

RESPONSIBILITIES OF THE CONTRACTOR

- a) The contractor undertakes that he will provide complete Maintenance of PQA Lawns / Green Areas including plant pesticides services in Port Qasim Authority premises described in BOQ (WORK SCHEDULE) as per instructions of Director (Environment & Safety), Port Qasim Authority, Karachi or any other authorized representative of E&S Department. The quality and standard of services to be provided by the contractor shall be the entire satisfaction of Port Qasim Authority for providing the said complete Maintenance of PQA Lawns / Green areas in an effective and satisfactory manner. The Contractor shall maintain a total of 50 Numbers

work force i.e. **(40 Nos. Gardeners + 05 Nos. Supervisors + 03 Nos. of Sprayers & 02 Nos. of Helpers)** on daily basis as per list enclosed Schedule / BOQ -"A & B" work – force within the PQA premises for execution of the satisfactory Horticulture Services at all PQA contractual areas as per deployment chart or as directed by the Director (E&S) or his representative. Any deficit deployment shall be liable to penalty as per Article – 3 (1&2).

- b) The Contractor shall be held solely responsible for any adverse effects caused to human health, PQA property, or the environment resulting from the use of substandard materials or improper application of plant pesticides.
- c) All workers deployed by the Contractor shall remain its own employees and shall have no claim of employment against PQA. Workers must wear prescribed uniforms, carry valid identity cards and maintain discipline. PQA reserves the right to demand the immediate removal of any undesirable worker.
- d) The Contractor hereby agrees and undertakes that he shall assign all such duties and responsibilities to his employees that may be necessary for first-rate execution of such Services. In this connection, he assures that his employees shall perform diligently the duties and responsibilities assigned to them.
- e) Contractor shall be required to obtain clearance from Police Department and the Security Section of Port Qasim Authority in respect of all his employees engaged in provisioning of services within the premises of Port Qasim Authority. Unless they possess this clearance, they shall not be allowed to enter the premises of Port Qasim Authority.
- f) For the purposes of Identification and Security, the Contractor shall issue proper Identity Card to all his employees who are detailed to work within the premises of Port Qasim Authority in connection with rendering of the services and the employees will display their Identity Card while on duty.
- g) The Contractor accepts total responsibility for the settlement of all claims resulting from death, injury, burn or accident of any kind to his employees, office advisors, agents or any other third person acting for and on his behalf in the discharge of the Services under this Agreement.
- h) If any loss or damage is caused to Port Qasim Authority's property by any employee / officer or representative of the Contractor, such loss shall be made good by Contractor.
- i) The Contractor further undertakes and agrees to indemnify and hold harmless Port Qasim Authority, its officers and agent from and against any and all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising from or out of the execution or performance of any service under this Agreement by the Contractor, his employee or his agent.
- j) All the above said liabilities of the Contractor are without prejudice of its order present / future liabilities arising from this Agreement whether due to the performance and / or non-performance of its contractual obligations or otherwise.

- k) Contractor will provide prescribed uniform described (SCHEDULE UNIFORM AND SHOES) with the company logo & monogram (Summer & Winter) to its employees. All employees shall wear neat and clean uniform at all the time while on duty for which strict check will be maintained.
- l) If the standard provided by the Contractor is not up to the standard acceptable to Port Qasim Authority or the Contractor's employees go on strike for any reason, then Port Qasim Authority may get the required Services performed through other ways and means at the cost and risk of the contractor and the expenditures incurred on obtaining such services shall be deducted from amounts due from Port Qasim Authority to the Contractor. If the services provided by the Contractor are not satisfactory at the sole discretion of Port Qasim Authority's representative then Port Qasim Authority without prejudice to the penalties mentioned in Article-3 may impose a penalty not exceeding 10% of the total monthly bill for that month. Moreover' the Port Qasim Authority shall have the option for terminating the Contract at their discretion at any time by serving a written notice of sixty (60) days.
- m) The Contractor will ensure that all the relevant equipment(s) as well as their workers employed for the execution of the works of this Contract are available all the time at site for the purpose of inspection of the Manager (E&S) or any authorized officer appointed by the Port Qasim Authority.
- n) The Contractor shall all times obey and abide by all verbal and written instructions given by the Director (Environment & Safety), Manager (E&S) or any authorized officer so deputed to supervise the work.
- o) The Contractor has to comply with all laws and pay the dues of EOBI / SESSI on account of PQA contract and submit requisite certificates thereof before processing bill for payment.
- p) The Contractor shall pay not less than Rs. 37,000/- to each worker per month as per minimum wages along with Rs. 18,000/- as Incentive & others Allowance and monthly payroll disbursement shall be provided to PQA.
- q) In future it will be mandatory for the contractor, shall pay the wages to the Labour / Manpower whichever increased by Govt. of Pakistan in each fiscal year. However, increase salary amount as per Govt. of Pakistan Notification shall be paid by PQA to the contractors including taxes for payment of increased salary.
- r) The Contractor shall not hire & deploy the Child labour.
- s) The Contractor shall be responsible to install and maintain Bio-metric system in designated places at PQA to mark the attendance of the Janitorial Staff and furnish a daily soft and hard copy to E&S Department.
- t) The Contractor shall provide proper pick & drop services to the Horticulture workers / staff from city area to PQA (avoid the transport like Trucks or Pick-up).

- u) The contractor shall have an emergency first-aid services for their workers for Medical treatment.
- v) Medical facilities shall be provided by the contractor to the Horticulture workers / staff as per labour rules / laws.

ARTICLE - 8

SERVICES TO BE PROVIDED BY THE CONTRACTOR:

- i. The whole work including Maintenance of PQA Lawns / Green Areas from T-Junction to Chairman's Secretariat in Port Qasim Authority premises will have to be completed daily and within the eight (08) hours specified in Work Schedule and or as advised by the Director (Environment & Safety) or any authorized officer of Environment & Safety Department. In case of unsatisfactory work or function of the Contractor to execute the work within time schedule, a penalty shall be imposed to the Contractor as per Article-3.
- ii. Shall furnish and follow a Work Schedule covering the entire PQA areas and PQA Housing Complex.
- iii. Shall be liable to employee all labour, material and equipment for the purpose of carrying out the awarded work of Maintenance of PQA Lawns / Green Areas from T-Junction to Chairman's Secretariat in Port Qasim Authority premises etc.
- iv) Maintenance of a proper logbook / schedule of pest control for plantation works, duly verified and countersigned by the Environment & Safety Department.

ARTICLE - 9

SCHEDULE:

For intents and purpose, the SCHEDULES annexed herewith shall form an integral parts of this Agreement and the Contractor seal, SHALL bound to fulfill all the terms and conditions stipulated therein. Any deviation from the terms and conditions incorporated in the annexed SCHEDULE or other part of the Agreement shall deemed to be violation of this Agreement on the part of the Contractor.

ARTICLE – 10

FORCE MAJORE:

Except provided under the agreement neither party shall be liable for any failure or delay in performing their obligations due to any cause beyond its reasonable control including without Limitation, Act of Public Enemy, War, Rebellion, Insurrection, Accident, Act of God and Act of State or of the Judiciary.

ARTICLE – 11

CORRESPONDANCE:

The Contractor shall not correspond with or approach any other authority, persons directly or indirectly whether the staff of Port Qasim Authority, DIRECTOR (E&S) OR DIRECTOR GENERAL concerned regarding any matter arising from this or any other agreement with Port Qasim Authority. The Contractor may carry on correspondence with the designated officials of the user department.

ARTICLE – 12

NOTICES:

All notices or requests shall be in writing and posted through registered mail to Director (E&S) at the addresses set forth below:

PQA : PORT QASIM AUTHORITY
BIN QASIM,
KARACHI-75020.

CONTRACTOR : M/s. _____

ARTICLE – 13

BRIBE:

Any bribe commission, gifts or advantages given promised or defrayed by or on behalf of the Contractor or his Partner, Agent or Servant or any on its behalf to any Office, Servants Representative or Agent of Port Qasim Authority, for showing or for bearing to show favour or dis-favour to any person interrelation to this or any other agreement as aforesaid shall subject the Contractor to the cancellation of this and all or any other contract and decision of DIRECTOR GENERAL (Admin) in his respect shall be final and binding of the Contractor.

ARTICLE – 14

NO BROKER:

It is understood and agreed that no Broker Agents have participated in bringing the parties together in the negotiation, and preparation of this Agreement and Contractor hereby warrants that price of the subject matter of this Agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fees to any person or entity whatsoever. Contractor

agrees to indemnify and hold harmless Port Qasim Authority from and against all claims, demands, liabilities, damages, losses and judgments which may be suffered by, accord against, charged to are recoverable from Port Qasim Authority and which rises out of Contractor's actions or negotiations with or in respect of Brokers or Agents.

Notwithstanding anything contained herein above, in the event that any future date it is established that such commission and / or fees of any kind have been made by Contractor to any brokers or agents or persons or entitles whatsoever, such sum shall be refundable immediately to Port Qasim Authority by the briber without prejudice to any other rights or remedies of Port Qasim Authority.

ARTICLE – 15

ASSIGNMENT:

The Contractor shall not sublet, transfer or assign this Contract to any other party.

ARTICLE – 16

APPLICABLE LAW:

This agreement shall be governed by the laws of Islamic Republic of Pakistan.

ARTICLE – 17

WAIVER:

The failure of either party at any time to require the performance by the other or any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce the same nor shall the waiver by either party or any breach of the terms or provision hereof taken or held to be waiver of any succeeding breach of an such terms or provisions itself.

ARTICLE – 18

AUTHORITY OF PERSON SIGNING CONTRACT & DOCUMENT:

Person signing this Contract or any other document forming part of this Contract on behalf of the Contractor shall be deemed to warrant that he has the authority to do so from the Contractor, and if on inquiry, it is revealed that the person so signing had no authority to do so, Port Qasim Authority may without prejudice to other legal right / remedies cancel the Contract without notice and hold signatory level for all costs and damages.

ARTICLE – 19

DISPUTE RESOLUTION:

Notwithstanding anything to the contrary contained herein or in any of the documents mentioned herein, or dispute, controversies or differences which may arise between the parties out of or in relation to or in connection with this Contract for breach of these except to any matter the decision of which is specifically provided for herein, the matter in dispute shall be referred to Director General (Administration), Port Qasim Authority, whose decision shall be final and binding on both the parties.

ARTICLE-20

WAGES & OTHER FACILITIES:

- i). The Contractor shall pay monthly wages to each worker not less than Rs. 37,000/- (Rupees Thirty-Seven Thousand Only) in addition to Rs. 18,000/- (Rupees Eighteen Thousand Only) as Incentive Allowance making a total of Rs. 55,000/- (Rupees Fifty-Five Thousand Only) to each worker per month in accordance with the prescribed minimum wages. The contractor shall also submit a detailed monthly payroll disbursement which shall be provided to PQA on the given format for verification and record:

I have received a sum of Rs. _____ from Contractor M/s..... (Company name to be mentioned) on account of monthly salary in my bank account number.....

Receiver:

Sign: _____

Name: _____

CNIC: _____

Contractor:

Sign: _____

Desig: _____

CNIC: _____

- ii). In future it will be mandatory for the contractor, shall pay the wages to the Labour / Manpower whichever increased by Govt. of Pakistan in each fiscal year. However, increase salary amount as per Govt. of Pakistan Notification shall be paid by PQA to the Contractors including taxes for payment of increased salary to the Staff / Mali.
- iii). The Contractor has to comply with all laws and pay the dues of EOBI (Employees Old-Age Benefits Institution) / SESSI (Sindh Employees Social Security Institution) on account of PQA contract and submit requisite certificates thereof before processing bill for payment.

- iv). The Contractor shall provide proper pick & drop services to the Mali's / Workers from city area to PQA (avoid the transport like Trucks or Pick-up).
- v). Payment to workers be made through bank account in each worker's name.
- vi). The contractor shall be responsible to provide one time proper meal / lunch to all workers at his own cost. The food shall be fresh/ hygienic and to be served in proper hygienic containers. The contractor shall construct and maintain a Worker's Mess of its own for proper hygienic cooking place as land designated by the PQA.
- vii). The Contractor shall comply with all applicable labour laws / rules relating to leave and other employment benefits of the workers. However, the contractor shall ensure maintenance of the required workforce strength of 150 workers at all times during the tenure if the contract.

ARTICLE-21

ESCALATION CHARGES:

Upon increase of minimum wages / pay by Government of Pakistan Rs. 37,000/- per month, the contractor will immediately increase the amount of wages of each worker under Article-20.

ARTICLE – 22

MISCELLANEOUS:

- a) This Agreement supersedes all prior agreements and understandings relating to the subject. All terms and conditions or the tender documents and the quoted rates vide attached schedules are valid to the extent that these are not repugnant with the terms and conditions of this Agreement;
- b) Titles are inserted in this Agreement for the purpose of reference and convenience and in on way define, limit or describe the scope or intent of Agreement and / or not to deem an integral part, thereof;
- c) This Agreement shall not be varied, modified, altered, amended or supplemented except by the mutual consent, of the parties in writing;
- d) The Contractor agrees that it shall from time to time do and perform such other and further acts or things and execute and deliver any or all such other and further assignments as may be required or reasonable requested by Port Qasim Authority to establish, maintain and protect its right and remedies under this Agreement;

- e) This Agreement shall be binding upon and shall incur to the benefit of both parties;

IN WITNESS WHERE-OFF the parties hereunto set their hands on the days, month and the year mentioned herein above.

FOR AND ON BEHALF OF
PORT QASIM AUTHORITY

FOR AND ON BEHALF OF
CONTRACTOR

NAME: _____

NAME: _____

DESIGNATION: _____

DESIGNATION: _____

SCHEDULE / BILL OF QUANTITIES - "A &B"

SCHEDULE / BOQ-“A”**MAINTENANCE OF PQA LAWNS / GREEN AREAS AND PROVISION OF FUMIGATION, MALARIA & DENGUE CONTROL SPRAYS ACROSS PQA OFFICES, CRAFTS & HOUSING COMPLEX:**

The Contractor shall deploy a workforce of not less than fifty (50) persons, including gardeners, sprayers, helpers, and supervisors in numbers sufficient to ensure that Horticulture services are executed simultaneously and without interruption.

The Contractor shall provide the following resources for the effective execution of services:

a.	Sweet Soil - 2,000 Cubic Feet	Five (05) Trucks every after six (04) months
b.	Manure - 400 Cubic Feet	Four (04) to Five (05) Trucks every after three (03) months
c.	All necessary tools, equipment and any additional resources	Four (04) to Five (05) Trucks every after three (03) months

In addition, the Contractor shall ensure the continuous availability of the following machinery at PQA premises on a daily and round-the-clock basis:

- Heavy Duty Trimmer / Cutter - Three (03) Nos.;
- Lawn Movers - Three (03) Nos.;
- Handheld Trimmer - Two (02) Nos.;
- Garbage Truck - One (01) No.;
- Tractor - One (01) No.;
- Excavator - One (01) No.;

The Contractor shall be responsible for the upkeep and maintenance of all PQA lawns and green areas on a daily basis including but not limited to general maintenance, watering, trimming, cleaning and replacement of new plants wherever required.

All medicines for plants and insecticides required for Horticulture services shall be arranged and applied by the Contractor as reasonably necessary and approved by the DG (Administration).

The Contractor shall further be responsible for:

- ✓ The cutting and removal of wild bushes within the contracted PQA areas as and when required and approved by the Competent Authority; and
- ✓ The general clearing and maintenance of such wild growth under the direction and supervision of the Competent Authority.

S. #	PAY ITEM	DAILY RATES (Rs.)	MONTHLY RATE (Rs.)
a.	Chairman Secretariat Lawn		
b.	Officer's Mess Lawn		
c.	Finance Offices Lawns		
d.	Lawns of Administration Blocks		
e.	Environment & Safety Department's Lawn		
f.	IM Department's Lawns		
g.	Stores Department's Lawns		
h.	Median strips of PQA Operational Area		
i.	Median Strip from main check-post to Outer Check-post		
j.	Median strip from outer check-post to Steel Turning		
k.	Median strip at T-Junction		
l.	Median strips surrounding Toyota Indus Motors		
m.	Median strips surrounding FOTCO Terminal		
n.	Green Belt of Molasses Area		
o.	PQA Housing Complex, Ladies & Children Park		
p.	All other green areas, lawns, and belts / medians falling within the jurisdiction of PQA		
SUB – TOTAL Rs.			
SST _____ @ Rs. AS PER PREVAILING RATES			
GRAND TOTAL Rs.			

SCHEDULE / BOQ-“B”
EXTRA ORDINARY / SEASONAL WORK

Contractor shall be responsible to provide the following items with labour on the rates mentioned below for extra-ordinary / occasional work on the basis as and when required by PQA.

S. No.	PAY ITEM	RATE
1.	Shovel + Trolly	
2.	Manure Truck (1000 ft ³)	
3.	Sweet Soil Dumper (1000 ft ³)	
4.	American Grass Truck (450 ft ³)	
5.	Dhaka Grass Truck (450 ft ³)	
6.	Urea (50Kg)	
7.	DAP (50kg)	
9.	<u>Plants</u>	
i-	Aexora - 4 to 5 ft.	
ii-	Tabebuia (Pink, Yellow & Red) - 6 to 8 ft.	
iii-	Date Tree - 10 to 15 ft.	
iv-	Fycus - 4 to 5 ft.	
v-	Coconut Tree - 10 to 12 ft.	
vi-	Cheekoo Trees - 10 to 12 ft.	
vii-	Mango Trees - 10 to 12 ft.	
viii-	Black Zaetroppa - 4 to 5 ft.	
ix-	Silver Yuka - 4 to 5 ft.	
x-	Permanente Flower Plants	
10.	<u>Pots</u>	
i.	Planter (Stainless Steel) Size - 14,18, 20 & 24 Inches	
ii.	Earthen Pots Size - 14,18 & 20 Inches	
SUB-TOTAL		
S. No.	PAY ITEM	RATE PER DAY
1.	Mali	
2.	Jr. Mali	
GRAND TOTAL		

EVALUATION CRITERIA FOR SELECTION OF FIRMS / **CONTRACTORS FOR MAINTENANCE OF** **PQA LAWNS / GREEN AREAS**

The minimum qualifying score shall be 65 marks out of 100. The evaluation criteria have been structured to reflect the combined scope of services in compliance with the applicable procurement rules and to ensure fair competition.

S. No.	REQUIREMENT	MAX. POINTS	POINTS OBTAINED
1.	<u>RELEVANT EXPERIENCE</u> <i>(Documentary proof is mandatory)</i> ☐ Minimum three (03) years' experience in Horticulture / Landscaping Services <u>20 Pts;</u> ☐	15	
2.	<u>TECHNICAL & PROFESSIONAL CAPABILITY</u> Horticulture / Landscaping Staff <u>10 Pts;</u> ☐ 01 Supervisor (Graduate or equivalent) 03 Pts; ☐ 03 Malis / Gardeners 07 Pts; (with 03 years' experience)	15	
3.	<u>MACHINERY, EQUIPMENT & TOOLS</u> (A) Landscaping Equipment <u>50 Pts;</u> ☐ 01 x Heavy Duty Trimmer / Cutter 06 Pts; ☐ 03 x Lawn Movers (3x4) 12Pts; ☐ 03 Handheld Trimmer (3x4) 12 Pts; ☐ 01 x Garbage Truck 05 Pts; ☐ 01 x Shawl 05 Pts; ☐ 01 Excavator 05 Pts; ☐ 01 x Bus (55-Seater) 05 Pts; <u>NOTE:</u> ✓ Owned equipment shall be awarded full marks. ✓ Hired equipment shall be awarded 50% marks. ✓ Documentary proof is mandatory. ✓ Physical verification may be conducted by the Committee. ✓	50	
4.	<u>FINANCIAL SOUNDNESS</u> ☐ Average working Capital of latest audited account <i>[For last three (03) years]</i> <u>10 Pts;</u> a) Minimum Working Capital Rs. 20 Million 07 Pts; b) For additional Rs 05 Million 03 Pts; ☐ Average Gross Revenue / Turn-over <u>10 Pts;</u> <i>[For last three (03) years]</i> a) Minimum Gross Revenue Rs. 10 Million 07 Pts; b) For additional Rs. 03 Million 03 Pts;	20	
	TOTAL	100	

FORM OF AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “agreement”) made on this _ _ _ _ day of _____, 2023 between **Port Qasim Authority**, incorporated and established under the Port Qasim Authority Act-1973 (Act XL-III of 1973), hereinafter called the “**Employer**” of the ONE PART.

AND

M/s. _____, through Mr. _____ CNIC # _____, (Designation) having office at _____, Karachi, hereinafter called the “**Contractor**” of the OTHER PART.

WHEREAS the employer desires to award certain works “Maintenance of PQA Lawns / Green Areas From T-Junction to Chairman’s Secretariat” and has accepted proposal of the contractor.

WHEREAS the Contractor being authorized and qualified contractor dealing with Horticulture Work in consideration of the agreed rates at Rs. _____/- (Rupees _____ Only) has agreed to undertake the said works as per Bill of Quantity given in the tender document.

NOW this agreement witnessed as follows:

1. The Contractor shall perform the works as define in and in accordance with the Bill of Quantity/Schedule – “A” and provision of Letter of Intent / Order to Commence No. _____ dated: _____ titled “Maintenance of PQA Lawns / Green Areas from T-Ju8nction to Chairman’s Secretariat.”
2. The contractual period will be for the period of two (02) years further extendable for another period of one-year subject to satisfactory performance.
3. The Tender Documents shall consist of the following documents which shall be deemed to form and be read and construed as part of this Contract Agreement viz:
 - a) Form of Tender;
 - b) General Terms & Conditions of the Contract.
 - c) The Bill of Quantity/Schedule-“A” abstract of cost duly filled by the Contractor;
 - d) The Letter of Intent / Order to Commence vide No. _____ dated _____;
 - e) The Performance Security;
4. The Employer hereby covenants to pay to the Contractor in consideration satisfactory completion of Horticulture Works, the contract price at the time and in the manner prescribed in the Contract documents including BOQ and Lol.

5. In witness whereof, the parties hereto have signed this Contract Agreement on the date stated above.

Rep. of the Company

Mr. _____
Designation _____
Address: _____

Secretary
Port Qasim Authority

WITNESS:

i. Signature: _____
CNIC #: _____
Name: _____
Address: _____

WITNESS:

ii. Signature: _____
CNIC #: _____
Name: _____
Address: _____
