

Terms of Reference (TOR)

Introduction:

K-Electric Limited (KE), Pakistan's only vertically-integrated power utility company that manages all three key stages – generation, transmission, and distribution – of producing and delivering energy to its consumers, invites tenders via Ariba for procurement of services as per details given below:

Hiring of Gardening Services
Gardening Service Provider shall provide all personnel, certified equipment, tools, materials, supervision, and other items and services necessary to maintain the current green filed area of BQPS-I i.e. 223,680 SQFT. approx. (it may increase or decrease) as described in the scope of work herein below. The required result is to maintain the horticulture facility(s) in such a manner as to provide a clean, healthy, and green environment for all KE Locations
Contract period for gardening services will be three (03) years, from the date of contract execution. Annual Inflation shall be given as per CPI (Consumer Price Index, General) as announced by SBP (State Bank Pakistan).

(Section A)

Scope of Work

The Service Provider will be responsible for the maintenance and to further enhance the beautification of overall horticulture area of plants. Responsibilities of the Service Provider shall include:

- Mowing, trimming, tree cutting and pruning
- Maintenance of green spaces
- Cleaning and weeding
- Watering system management (Plants/Trees) and Grass Etc.
- Application of chemical and organic herbicides, pesticides, and fertilizers
- Soil management activities
- Sowing, cultivation and propagation of plants, trees, and shrubs
- Designing and building gardens
- Cultivating fruit and vegetable plants

The horticultural area wise requirement is following:

Grassed Areas

- Grass will be no longer than 65 mm
- Grass will be no shorter than 40 mm
- Uniformly cut including perimeter edges/obstacles
- Clean, clipping-free, rubbish free, litter and debris-free finish

- Green healthy-looking sward, free from unsightly weeds, bare patches all year round
- Any dead or burnt grass will be removed and replenished
- Paths and surroundings free of clippings
- Edges to beds maintained to provide neat, tidy and aesthetically pleasing perimeter

Hedges

- The profile of the hedge will be narrower at the top compared with the base to encourage uniformity, compact growth and well-furnished to the base
- Unique design formation of hedges will be submitted for approval to be legislated all over
- Any dead or diseased plant material will be removed and gaps in the hedge replenished □
The hedge and base will also be free of litter debris, clippings and weeds

Plantation

- Uniform plant coverage of the bed area
- Healthy plants free from pest, disease, and herbicide damage
- Maximum flowering encouraged by deadheading
- Maintained to a high horticultural standard throughout the year – aesthetically pleasing, free from litter, debris, and weeds
- Good soil conditions and husbandry, which will be achieved by the addition of appropriate organic material and fertilizer
- Plants will be pruned to a horticultural standard, to enhance and promote healthy flowering and general plant vigor

Trees

- Service Provider will be responsible for inspecting and reporting on all trees on an annual basis
- Undertaking maintenance and remedial works such as removal of Epicormic Growth / Deadwood and low-level pruning
- Service Provider will act as the management agent in relation to any major arboricultural works to be undertaken. The work undertaken will be upon approval from an authorized (Point of contract) POC of K-Electric Limited
- All work undertaken within the sites will be carried out with the least inconvenience to the users. Piles of debris accumulated by user during these operations will be cleared as soon as practicable.
- During period of leaf fall, hazardous, problematic, and unsightly accumulations of leaves will be removed. All leaf fall will be removed from hard surface areas as soon as is practicable. All leaves will be removed from grassed areas before damage to the turf can occur.

Manpower

Description	Quantity
Skilled Gardner	13
Skilled Supervisor	1

Materials and Equipment

Service Provider shall be responsible for all materials, tools and equipment required for any gardening activities. Service provider shall ensure that quality and availability of material / equipment should be sufficient for the purposes of achieving services level as defined in these terms of reference.

- Seeds + Pots
- Green filed maintenance
- Fertilizers & Medicines
- Labors, staff and process managers
- Misc. Grass, Khaad, Matti & other plants
- Machinery & Fuel
- Uniforms and Shoes 2 pair/half yearly (Summer & Winter)
- PPEs (Four Pairs per year) i.e. Steel toes Gum Boots, Cotton, Rubber Gloves, Safety Googles (not fancy/fashion googles), Helmet, Ear plugs, Earmuffs, Raincoats, etc.
- Transportation etc.

Materials to be supplied annually by the Service Providers including but not limited to:

Material	Unit	Annual Quantity
Fertilizer	Dumper	03
Bhalo Sand	Dumper	05
DAP	Kg	As Per Consumption
Urea	Kg	As Per Consumption
Pesticides	Liters	As Per Consumption
Pots - Small	Ea	1000
Pots - Medium	Ea	2500
Pot - Large	Ea	300
Seasonal Plants	Ea	9000
Non-Seasonal Plants	Ea	900
Seeds	Ea	As per requirement
Indoor Plants	Ea	300
White Gravel	Kg	300
Hybrid Paneri	Ea	No
Dantri	Ea	12

Service Provider shall provide the following equipment but not limited to:

Equipment	Unit	Annual Quantity
Spraying Pumps	Ea	03
Flower Cutter	Ea	03
PPE kit for gardener 2 pairs/year	Ea	30
Shovels	Ea	03
Watering Buckets/Cans	Ea	12
Wheelbarrow	Ea	04
Garden Hose	Ft	600 ft.
Trowel	Ea	10
Axe	Ea	12
Rake	Ea	06
Sprinkler (Automatic)	Ea	30
Hand Trolley (Wheel Borrow)	Ea	03
Khurpa (Cultivator)	Ea	12
Garden shears (Scissor)	Ea	12
Hedge Shear (Scissor)	Ea	10
Looping Shear	Ea	06
Hang Back Spray Pump (Medicine)	Ea	06
Grass Cutting Machine (Petrol)	Ea	02
Grass Cutting Machine (Manual)	Ea	02
Hand saw	Ea	12
PVC/Nylon Pipe	Ft	600 ft.
Trolley	Ea	03
Edger	Ea	03
Tree Pruners	Ea	06
Weedier	Ea	12

Other Specifications

The following are not required on fortnightly/daily basis. However, they are required to maintain the facilities in top condition and considered part of the Contract.

- **Damage Reports.** In all instances where KE property or equipment is damaged, the service provider shall submit to the office manager/supervisor a full report of the facts and extent of such damage verbally and in writing within twenty-four (24) hours of the occurrence.
- **Accident Reports.** The service provider shall comply with all the local laws and KE requirements as communicated in writing to the Service Provider for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The service provider shall provide a verbal report to KE (employer) along with a written investigation report within twenty-four (24) hours of occurrence.

1. Obligations of the service provider:

- Service provider must abide by the prevailing labor laws including but not limited to minimum wages, social security, life insurance, medical insurance, and Employees Old-Age Benefit Institution (EOBI). KE reserves the right to seek proof, if any payment required under the applicable laws are being paid by the Service Provider to its staff/personnel, the failure of which can lead to the termination of the contract.
- Ensure 100% attendance of its staff and supervisors, as per contract requirements.
- The Service Provider shall nominate a project manager to liaise with KE's representative.
- Service Provider will depute Gardening supervisor and Gardeners who must have sufficient knowledge of gardening and seasonal flowers. He should also be aware of basic safety practices.
- Service Provider will ensure site security and safety rules must be adhered in true spirit.
- Service Provider must ensure that their all deputed staff are equipped with appropriate PPEs as per KE policy.
- Service Provider will ensure to deliver seasonal flowers for Winter season in 1st week of November and seasonal flowers for Summer in 1st week of March with Fertilizer, Soil, and standard size of pots.
- There should be a margin to call all gardening team at site on Sunday and public holidays.
- The Service Provider shall have to make all the items/equipment specified above, physically available at the required locations of KE before starting the work and these should always remain in working condition during the period of contract.
- The Service Provider will ensure that the no smoking environment rules of KE locations are always respected by its staff.
- No materials or methods that are environmentally unfriendly may be used.
- The Service Provider after discussion with KE management shall employ female staff in areas where required.



- Theft of KE assets: during duty hours, any service provider employee involved or found in any theft activity, will be blacklisted.
- Service Provider will ensure will mannered conduct / behavior for all deputed staff at KE.
- In the event of any breakage or damage to the KE assets / materials done by service provider employee(s), Service Provider shall be responsible to make up the entire losses / deficiency / replacement of the breakage or damage to the KE asset.
- Service Provider will ensure to disburse salaries via banking transaction to staff deputed under this contract. KE may seek account details and transactional evidence of deputed staff at any time.

2. Obligations of KE

- Facilitate the Service Provider in smooth provision of services
- Periodical performance monitoring of the Service Provider
- Timely payment of Service Provider invoices after generation of monthly report and other supporting documents as per contract
- Provide office space/ storage for inventory, machinery and miscellaneous tasks to the service provider
- Plant management will ensure the availability of water for green field

3. General Guidelines

- In the event of any illness/ injuries resulting from any accident to Service Provider staff, the Service Provider shall take all responsibility for the same and provide necessary compensation towards medical care and medical expenses incurred by the Service Provider staff.
- Service Provider will ensure background check along with NADRA and Police verification of all employees assigned or deputed at KE in accordance with all local laws and KE requirement
- In case of any labor disputes between Service Provider and its employees, the same shall be resolved by the Service Provider at the earliest to ensure scheduled work is completed satisfactorily and on time.
- Service Provider to ensure that no employer – employee relationship shall exist between KE, its staff and Service Provider staff.
- Ensure that all staff of the Service Provider providing services to KE, be adequately immunized against all types of communicable diseases, and periodically monitored through health check-ups.
 - All Service Provider staff providing services to KE must be Covid-19 fully vaccinated.
- The services provider shall provide the names, address, age and a fresh medical certificate of its staff providing services to KE.

4. Monitoring

Each month Service Provider and K-Electric POC will undertake a 10% random selection of K-Electric sites and monitor the quality of the services being delivered. This will be reported back to an authorized officer of K-Electric for evaluation. Upon inspection, a grading standard will be applied to the site. This will be based on visual appearance, grass height and overall cleanliness.

Grading Standard	Description
A	Exceeds all standards and requirements contained within the specification and the aesthetic appearance is neat, tidy and pleasing to the eye.
B	Meets the standards and requirements contained within the specification and the aesthetic appearance is neat, tidy and pleasing to the eye.
C	Fails to meet some of the standards and requirements contained within the specification and the aesthetic appearance is lacking due to incomplete or poorly performed tasks.

The above standards will be supported by a series of digital photographs, which will ensure the integrity of the monitoring arrangements. A written site inspection sheet will be accompanying the photographs, signed by the appropriate inspection officer of Service Provider and K-Electric.

Service KPIs	Rating Scale
Grass was cut as and when required, length was no longer than 65mm nor shorter than 40mm.	4
Grass was clean, clipping-free, rubbish free, litter and debris-free finish.	4
Edges to beds were maintained to provide neat, tidy, aesthetically pleasing perimeter along with green healthy-looking sward, free from undightly weeds.	4
Dead & burnt grass was removed from the covered area.	4
Hedges were maintained as narrower at the top compared with the base to encourage uniformity, compact growth, and well-furnished base.	4
Cleaning of the fallen leaves, hazardous, problematic, and unsightly accumulations of leaves.	4
Maintenance of trees, removal of epicormic growth, Deadwood, and low-level pruning.	4
Planting necessary plants covering the bed area.	4
Necessary materials like fertilizer, Soil & equipment's were provided as and when required.	4

Plants were watered and maintained on regular basis.	4
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Note: Performance evaluation of Service Provider will be monitored according to Annexure 2 – Performance evaluation form.

(Section B)

Technical and Commercial Score Card

1. Bid Evaluation

The total points allocated for the technical and organizational strength component of the bid is 60.

If the technical component achieves 50% points (out of 60 Points), the bid will be considered technically responsive. Those bids scoring less than 50% will not be considered for financial bid opening.

The contract validity shall be of three years from the signing of the contract subject to satisfactory performance of services.

KE shall evaluate the technical proposal in a manner prescribed ahead in the document, without reference to the price and reject any proposals that do not conform to the specified requirements. After submission, no amendments in the technical or financial proposal shall be permitted. Conditional discounts shall not be considered in evaluation.

The offer must be valid for 120 days from date of bid submission.

The quoted prices shall be treated as firm and final till the duration of the contract (3 years).

Based on scorecard KE will evaluate and enter into formal agreement with successful Service Provider accordingly. Non-confirming bids against TOR, Techno-commercial scorecard and ITB will be rejected.

2. Technical Evaluation

The technical evaluation of the bid shall be according to the below scorecard. All compliance certificates need to be submitted with the technical bid along with all lists and other requirements with proofs.

1	Technical Score Card
1.1	Experience Record Three projects (completed/ongoing) having similar nature and having financial value of at least Rs. 50 million per annum. Project Description: Financial Value:
1.2	Methodology / Management Plan Proposal on how to carry out garden maintenance service to a high standard <i>in all locations</i> in accordance with the Scope of work in this TOR Any environmentally friendly measure to dispose of garden waste
	Logistics deployment management plan and Equipment that will be used to service proposed contract the allocation of staff that will be used to service proposed contract and the duties of each staff member
1.3	Quality Assurance How consistent quality can be assurance specific to proposed contract Experience and knowledge of staff Supervision provided and complaints procedure in place
1.4	Compliant with Law of land including but not limited to minimum wages, social security and EOBI (documentary evidence to be submitted with tender/bid)
1.5	Service Provider shall be able to acquire required certification/work permits/NOCs to carry out Gardening services for KE

3. Financial Evaluation

2	Financial Score Card
2.1	Quoted Price
	SCOC – Supplier Code of Conduct
	KE Standard terms and conditions
	KE HSEQ form SP-022
	Compliant to CHSEQ KE Corporate Policy
	Submission of Bid Security
	Performance Guarantee

(Section C)

ITB – Instructions to Service Provider (Service Provider)

1. Mandatory Requirements

Suppliers Code of Conduct (SCOC), KE Standard Terms and Conditions, KE HSEQ form SP-022 ad KE Corporate CHSEQ Policy must be endorsed/signed by Service Provider and to be submitted at Ariba along with quotations.

2. Terms and Conditions:

- Payment terms will be 60 days' credit after the submission of invoices and required documents duly verified by KE admin for the contract.
- Following documents to be submitted to admin department on monthly basis:
 - a) Commercial Invoice (with user signature)
 - b) Attendance Sheet (with user signature)
 - c) EOBI/SESSI challan to be submitted along with monthly invoices.
- KE may, at its sole discretion and at any time, terminate the respective contract without assigning any reason by giving thirty (30) days prior written notice to the service provider.
- Taxes, fees, and other impositions shall be as per applicable Laws.
- Service providers to confirm for registration of Sales Tax in Sindh Revenue Board (SRB).
- All stamp duties at the time of contract execution will be borne by service provider. □ TORs and instructions to Service Provider(s) will be integral part of the contract.

3. Penalties

- The service provider shall always ensure availability of quality services as mentioned in the scope of work. All complaints regarding the quality of services, unavailability of services and/or usage of substandard material, by the Service Provider shall be immediately resolved. In the event of any failure to resolve or, if performance sheet reports of any given month provide unsatisfactory performance of the Service Provider, same shall be penalized with a fine equivalent to 5% of service charges for that month.
- In case of consecutive occurrence of any complaint for which penalty has already been imposed on the Service Provider, the second penalty to be imposed shall increase by an additional 5% of service charges. However, KE reserves the right to terminate the contract with if the quality of services provided by the Service Provider remains unimproved and/or in case of persistent breach of any obligation of the Service Provider under the contract.
- Ensure 100% attendance of its staff and supervisors, as per contract requirements. In case of short attendance replacement should be provided, otherwise 0.2% per day will be deducted from the Service provider invoice.
- If the Service Provider fails to deliver seasonal flowers for winter season in 1st week of November and seasonal flowers for Summer in 1st week of March with Fertilizer, Soil, and standard size of pots, KE will deduct Rs. 5,000/- from running invoice for each plant of the Service Provider.
- Such penalties will only be imposed after due diligence procedure by KE on compliance or nonperformance by the Service Provider on the complaint of GM (user department)

4. Right of Rejection

KE reserves the right to cancel, amend or modify the TORs/bidding documents, the tendering process and to accept or reject any proposal/bid at any time prior to the acceptance of the proposal/bid without assigning any reason whatsoever and without incurring any liabilities with respect to the same.

5. Cost of Bidding

The Service Provider shall bear all costs associated with the preparation and submission of its proposal/bid and negotiating the contract including any visits to KE. KE will in no case be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process and further KE shall not be bound to accept any of the proposal/bid submitted.

6. SITE Visits

It is mandatory for all Service Providers to conduct site visits before submitting proposals.



Service Provider wishing to make an appointment to avail of this opportunity must contact the POC as per (Annexure 1) to decide.

Service providers must contact the Point of Contact (POC) KE to organise appropriate times and dates to visit the sites and review all areas that require gardening.

7. Confidentiality

The Service Provider shall not, at any time communicate to any person or entity any confidential information acquired during the bidding/tendering process and/or during the course of provision of services, nor shall the service provider make public the recommendation formulated during the bidding/tendering process and/or in the course of, or as a result of, the services provided to KE.

8. Publicity and Marketing

The Service Provider(s) shall not refer to KE, as being a client of the Service Provider(s) either in any of their written publicity material or in any pitch proposals to other clients (whether orally or in writing)

9. Lobbying

Service Provider shall not attempt to communicate directly or indirectly with any representative of KE during the tendering process except as expressly directed or permitted by KE, or except as may be required and permitted under KE's policies and Suppliers Code of Conduct (SCOC), or for any other project or assignment, in which event the Service Provider shall not have any discussions regarding the tendering process.

KE reserves the right to disqualify any Service Provider(s) who, in KE's opinion, have engaged in lobbying in connection with this document.

10. Miscellaneous

All commissions, fees, costs and expenses required for the proposes of tender submission shall be borne by the Service Provider.

The Service Provider(s) by submitting its bid warrants the accuracy of the information provided. The Service Providers further agree that it will promptly notify KE of any changes in the information provided pursuant to the TOR, or of any changes to any other information provided as part of its proposal/bid. Any failure by the Service Provider to provide accurate and updated information may result in the disqualification of the Service Provider(s) from the tendering process.

The Service Provider shall indemnify, and will keep KE and its affiliates indemnified, at all times from and against any and all loss, damage or liability (whether criminal or civil or any environmental damages) suffered, legal fees and all other costs and expenses incurred by KE or any of its affiliates



or asserted against the Service Provider due to any action taken by a third party against KE and/or the Service Provider (whether directly or indirectly) as a result of a breach by the Service Provider of any of the terms or conditions of this TOR or the neglect or default of, or any act, matter or thing permitted or omitted by, the Service Provider or their personnel arising from or in connection with the tendering process or subsequent award of contract.

The Service Provider shall bear complete risk of any loss or damage incurred or suffered due to them which result in rejection of applications or annulment or postponement of the tendering process.

The Service Provider may not use any trademarks, slogans, or logos of KE or any of its affiliates except as specifically authorized by KE in writing.

The Service Provider shall not assign, novate and/or subcontract the contract or services to be provided thereunder, any part thereof, and/or the services to be provided by him and/or any part thereof to any third party in any manner with any of its rights and obligations without the express written consent of KE.

11. Conduct of Work

The Service Provider shall be responsible for the management of all aspects of the scope of work (specifications).

The Service Provider shall work closely with the designated KE staff. KE's staff and representatives will be involved with the Service Provider throughout the duration of contract. All the job/works performed by the Service Provider will be with close coordination of KE's representatives. However, no responsibility will be laid on KE's staff and representatives.

The Service Provider shall implement internal quality controls and assurance procedures during execution to achieve service level as defined in Scope of work (Specifications) of the contract and shall demonstrate that they are being applied to work.

12. Applicable law and disputes procedure

The TOR, bidding procedure, the bidding documents and all related documentation are exclusively governed by the laws of Pakistan. The governing law in the contract (s) shall be the laws of Pakistan.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this these TOR/ tendering documents or their interpretation. In case the parties fail to resolve the dispute amicably within 30 days of a dispute being raised the matter shall be finally decided by reference to arbitration by a sole arbitrator appointed mutually by both the parties. If the parties fail to appoint sole arbitrator amicably, the matter shall be referred to the High Court of Sindh at Karachi for appointment of arbitrator from the retired judges of the High Court within 60 days from such referral. Such arbitration shall be held in accordance with the provisions of the Arbitration Act, 1940 and the same shall be binding



on the parties. The venue of such arbitration shall be Karachi, Pakistan and the language of arbitration proceedings shall be English.

13. Disclaimer

The information contained in this TOR has been prepared to assist each Service Provider in making its own evaluation of the project/services. In all cases, the Service Provider is required to conduct its own due diligence, investigation, and analysis. None of KE or its directors, officers, employees or advisors may make any representation or warranty, express or implied, as to the accuracy or completeness of this TOR or the information contained herein and none of KE or its directors, officers, employees or advisors shall have any liability for the information contained in, or omitted from this TOR, nor for any of the written, oral, electronic or other communications transmitted to the Service Provider(s) in the course of the successful Service Provider investigation and evaluation of the project/services and submission of its proposal/bid pursuant to this TOR. Only those representations and warranties that are made in a definitive written agreement, when and if executed, and subject to any limitations and restrictions as may be specified in such definitive written agreement, shall have any legal effect. Each Service Provider shall be responsible for its own independent evaluation and assessment of the project and should consult its own professional advisors.

KE is under no obligation to disclose any information relating to the bidding process. No representation or warranties are being made via this instant document and KE accepts no liabilities with respect to the same. KE is under no obligation to provide any reason whatsoever, for the internal selection criteria used for the bidding process. No contractual obligations whatsoever shall arise from the bidding process between KE and the Service Providers.

KE retains the right to award the contract under this TOR to more than one Service Provider.

Acknowledgment of above ToRs:

(Name, Authorized signature, date & company stamp): _____

Annexures:

1. Annexure 1 - Point of Contact
2. Annexure 2 - Performance Evaluation Form
3. Annexure 3 - Legal Agreement Gardening