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SECTION-I:

INVITATION TO BID

SUBJECT: OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES (ALONG WITH AVAILABLE RESOURCES) FOR TEHSIL CHAKWAL (RURAL & URBAN AREAS)

1. RWMC intends to invite sealed unconditional bids from you being the pre-qualified bidder for the subject assignment against estimated price of Rs. 4,469.56 Million for Three years (Inclusive of all applicable taxes and other obligations as per TORs / Scope of Services) having bid validity period of 180 days. This PreQualification shall be valid for the duration of the project (i.e. three years). The Invitation to Bid is being addressed to the following PreQualified bidders for submission of Technical & Financial proposals / bids for OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES (ALONG WITH AVAILABLE RESOURCES) FOR TEHSIL, CHAKWAL (RURAL & URBAN AREAS);

M/s Email: ----------	M/s Email: ----------
M/s Email: ----------	M/s Email: ----------
M/s Email: ----------	M/s Email: ----------

2. The above-mentioned prequalified bidders is intended to participate in the bidding process for Outsourcing of Tehsil KALLAR KAHAR AND BHOUN . All prospective Pre-Qualified bidders must be above mentioned assignment, may obtain bidding document by downloading directly from RWMC website or may obtain the hard copy of the bidding document from RWMC Head Office by producing this letter along with application on their letterhead by depositing the tender fee of Rs. 10,000/- in the RWMC bank account RWMC Bank Account No. 6020057067800042, Liaqat Bagh Branch, Bank of Punjab, Chakwal and attaching proof thereof. Pre-Bid meeting will be held on July 18, 2024 at 1400 hours at RWMC Head Office

3. Bidding shall be conducted as per Rule 38 (2)(a) i.e. Single Stage-Two Envelope bidding

procedure of Punjab Procurement Rules, 2014. The bids should clearly be marked as 7HFKQLFDO)LQDQFLDO <u>DUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES (ALONG WITH AVAILABLE RESOURCES) FOR TEHSIL, CHAKWAL (RURAL & URBAN AREAS)</u> · DQG VHDOHG ZKHQ VX Bidder can participate in any tehsil by submitting non-identical resources for each tehsil regarding Bank Balance / Credit Limit, Specialized Machinery & Key Personnel and there is no award limitation in Tehsils of subject District.

4. Sealed Bids (Containing Original filled duly signed & stamped Bidding Document, shall require to have attached Bid Security amounting 2% of the estimated price i.e. PKR 89.39 Million in the form of instrument acceptable to the Procuring Agency preferably Pay Order / Bank Guarantee / CDR) at the time of submission by you on or before July 25, 2024 till 1400 Hours positively at the address given below. The bids received till stipulated date & time shall be opened on the same day at 1430 Hours in the presence of the bidders or their authorized representatives who choose to attend. Late bids shall not be accepted.

Manager (P & C)
81 A-1 Iran Road Satellite Town Rawalpindi
Tel: 051-9291117-9, Fax +92-51-9291116
Email: proc.rwmc@gmail.com.pk

DISCLAIMER

This Bidding Document is being issued to the recipient by the Procuring Agency solely for use in preparing and submitting its Bid for participation in the national competitive bidding process being conducted by the Procuring Agency for the purposes of selection of a successful Bidder to perform and undertake the Bidder / contractor's Obligations in relation to the Project

The Bids will be evaluated in accordance with the selection criteria and prevailing applicable laws. Neither the Procuring Agency, nor its employees, personnel, agents, consultants, advisors and contractors etc., make any representation (express or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the Bidding Process and the same shall have no liability for these Bidding Documents or for any other written or oral communication transmitted to the Bidders in the course of the evaluation process. Neither the Procuring Agency nor its employees, personnel, agents, consultants, advisors and contractors etc., will be liable in any manner whatsoever to reimburse or compensate the Bidders for any costs, fees, damages or expenses incurred by the Bidders in evaluating acting upon these Bidding Documents or otherwise in connection with the Bidder / contractor's Obligations in relation to the project. Any Bid submitted in response to invitation to bid by any of the Bidders shall be upon the full understanding and Contract of any and all terms of these Bidding Document and such submission shall be deemed as an acceptance by the Bidders of all the terms and conditions stated in these Bidding Documents.

DEFINITIONS

The following terms shall have the following meanings, unless the context otherwise requires:**"Acceptance of Notification of Award"** has the meaning given to that term in ITB 2.6.1.

"Contract**"** means the Contract for Outsourcing of SWM Services including Primary and Secondary Collection and Transportation of Solid Waste to Dumpsite Site of Tehsil CHAKWAL and other obligations as per TOR, as included including all schedules attached thereto, to be entered into between the Procuring Agency and the Successful Bidder, in relation to the Project.

"Applicable Laws" means laws of Pakistan for the time being in force including the following:

a) all ordinances, notices, codes, administrative practice, directives, notification, clarification, policy, circulars, guidelines, permits, licenses, permissions, approvals, consents, requirement or other governmental restrictions (and all conditions relating to such permits, licenses, clarifications, permissions, approvals or consents) made or issued under (a) and (b) above; and
b) any judgments, decrees, notices, orders, directions, instructions, policies, awards or any form or decision of or determination by or interpretation of any of (a) and (b) above (whether or not having the force of law) by any authority, in each case as amended, re-enacted or replaced to the extent applicable.

"Assets" means the movable and immovable properties and assets, including the Vehicles procured by the Bidder / contractor or acquired from the procuring agency for undertaking the Bidder / contractor ¶ V 2 E O L Bidder shall Return the properties & assets including vehicles to the procuring agency in acceptable condition.

"Authorized **Representative"** has the meaning given to that term in ITB 2.3.2.

"Bid" means the bid comprising a Technical Proposal and a Financial Proposal, submitted or to be submitted by the Bidder to the Procuring Agency pursuant to the Bidding Document for the Project.

"Bidder(s)" means a person, firm or bidder / contractor who has submitted a Bid to the Procuring Agency pursuant to the Bidding Documents.

"Bidding Documents" has the meaning given to that term in ITB 2.2.1.

"Bidding Forms" means the forms attached to the Bidding Document that shall be filled out by the Bidder and submitted as part of the Bid.

"Bidding Process" has the meaning given to that term in ITB 2.1.1.

"Bid Opening" has the meaning given to that term in ITB 2.5.1.

"Bid Price" means the price calculated as the product of services quoted by the Bidder in

accordance with financial forms and TORs (Scope of Services) for a period of 03 years. Reference to Form F2.

"Bid Security" has the meaning given to that term in ITB 2.3.6.

"Bid Validity Period" has the meaning given to that term in ITB 2.3.7.

"Clarification" has the meaning given to the term in ITB 2.5.3.

"Bidder / contractor`**s Obligations"** includes the services to be provided by the Successful Bidder in terms of the Contract, as specified in Bidder / contractor's V Obligations of the Bidding Document

"Bidder / contractor**'s Taxes"** means any and all taxes (and duties), direct or indirect, whether imposed by Pakistan or elsewhere and whether imposed directly by a governmental authority or indirectly through any other person (including local/provincial governments), imposed or assessed by any federal or provincial/local taxing authority in Pakistan or elsewhere (or any political subdivision thereof or therein) whether general or special, whether ordinary or extraordinary, whether foreseen or unforeseen, payable by the Bidder / contractor in connection with the Bidder / contractor`s Obligations whether payable in instalments or not and regardless of whether such taxes are chargeable directly or primarily to the Bidder / contractor or any other person in connection with the Bidder / contractor`s Obligations and whether any amount in respect of them is recoverable from any other person.

"Consents" means all such approvals, consents, authorizations, notifications, concessions, acknowledgements, licenses, permits, or similar items that are or required to be, from time to time, obtained and/or maintained by the Bidder / contractor for the performance of its obligations under the Contract

"Construction Activities" means construction of ramp(s), boundary wall and other constructions by the bidder / contractor at the TSs as per the design and specifications agreed by the Procuring Agency

"Development Phase" means the mutually agreed period between procuring agency and contractor / bidder during which the bidder / contractor will undertake the necessary activities and perform its obligations related to this assignment/job as per TORs

"Encumbrance" means any charge, pledge, hypothecation, lien, mortgage, assignment, right of set-off, option, contractual restrictions (such as negative covenants having the effect of creating or acknowledging security interests in favor of creditors) or other encumbrance or security arrangement or interest of any kind securing any obligation or any type of preferential arrangement (including conditional sale, title transfer and retention arrangements) having similar effect.

"Force Majeure Event" means an event beyond the reasonable control of a party to the Contract, which materially and adversely affects the performance by such affected party of its obligations under or pursuant to the Contract, provided, however, that such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by

the affected party through the exercise of diligence and reasonable care, such events include but are not limited to, any of the following:

a) Pandemic or epidemic;
b) Acts of God, including fire, flood, earthquake, windstorm, tornado, hurricane, or other natural disaster;
c) War, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
d) Terrorist attacks, civil war, civil commotion, strikes, or riots;
e) Nuclear, chemical or biological contamination or sonic boom;
f) Fire, explosion or accidental damage.

"Government Authority" means any federal, state, local or municipal governmental body, and any governmental, regulatory, administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative policy, regulatory or taxing authority or power, or any court or governmental tribunal.

"Financial Proposal / Bid**"** means the financial proposal/bid submitted by a Bidder as part of its Bid pursuant to the invitation to bid

"TS" means the Transfer Station, as facility with a designated receiving area used for temporary deposition, accumulation and aggregation of waste.

"Insolvency Event" means when the Bidder / contractor shall (i) be adjudicated insolvent pursuant to a non-appealable judgment, decree or order of a court of competent jurisdiction in Pakistan or any other jurisdiction (inside or outside Pakistan), (ii) commence a voluntary bankruptcy or insolvency case or proceeding; (iii) consent to, or acquiesce in the institution of a bankruptcy or an insolvency proceeding against it or the entry of a judgment, decree or order for relief against it in an involuntary bankruptcy or insolvency case or proceeding; (iv) apply for, consent to or acquiesce or be in the appointment of or taking possession by a custodian of its business or of any substantial part of its property; or (v) take any corporate (or individual) action in furtherance of or to facilitate, conditionally or otherwise, any of the foregoing, in each case in Pakistan or any other jurisdiction.

"Integrity Pact" has the meaning given to that term in ITB 2.6.9.

"ITB" or **"Instruction to Bidders"** means the instructions to Bidders set out in the Bidding Documents.

"Dumpsite**"** means designated area for final disposal of the solid waste, designated by RWMC.

"Lead Partner / **Member"** means in case the Bidder is a JV / Consortium, a member of a JV / Consortium who is duly authorized by the other JV / Consortium members to represent and bind the JV / Consortium in all matters connected to the Bid and Contract shall be considered as terminated if lead bidder in a JV / Consortium refused to continue

services/work.

"Invitation to Bid**"** means the Letter of Invitation issued to prequalified bidders for participation in the subsequent Bidding Process for OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES (ALONG WITH AVAILABLE RESOURCES) FOR TEHSIL, CHAKWAL (RURAL & URBAN AREAS) .

"Material Breach or Material Adverse Effect" means in relation to an event or circumstance, an event or circumstance, the occurrence or effect of which has materially and adversely impaired or can reasonably be expected to materially and adversely impair the ability of the Bidder / contractor to perform the Bidder / contractor¶V 2EOLJDWLRQV X this Contract to the extent that the performance of the Bidder / contractor¶V 2EOLJDWLRQ becomes impossible.

"Material Obligation" means an obligation which if not fully and timely paid or performed would have a Material Adverse Effect.

"Notification of Award" shall have the same meaning as given to that in ITB 2.6.1.

"Operations Period" means a period of 03 years (extendable for another three years on annual basis) from the signing of the Contract, during which period the Bidder / contractor will perform the contractual obligations.

"Owned Machinery" means the machinery /vehicles to be purchased by the Bidder / Contractor

"Pakistani Rupee" or **"PKR"** means the lawful currency of Pakistan.

"Performance Guarantee" means the Performance Guarantee to be furnished and maintained by the Bidder / contractor in accordance with ITB 2.6.2 and the Contract

"Procurement Laws" means collectively: (a) the Punjab Procurement Regulatory Authority Act, 2009; and (b) the Punjab Procurement Rules, 2014; as may be amended, modified, supplemented, extended or re-enacted from time to time.

"Procuring Agency" means the Client i.e. Rawalpindi Waste Management Company (RWMC) -, Pakistan located at A-81 Iran Road, Satellite Town Rawalpindi.

"Project" means Outsourcing of SWM services including Primary, Secondary and tertiary Collection and Transportation of solid waste to Dumpsite site and Desilting / Cleaning of Nallas and Small Open Drains of Tehsil KALLAR KAHAR AND BHOUN, and all related matters as per KPI or Operational Model described in the Section-III of Bid document. The proposed waste collection and transportation through Door to Door and Container Based collection will also include street sweeping and washing (both mechanical and manual), De-silting / Cleaning of Nallas and Small Open Drains, mechanical sweeping, mechanical washing & scrapping of roads. The Successful Bidder would be responsible for procuring and Developing of infrastructure and personnel for carrying its aforesaid operations. The contractor shall also be responsible to perform the function of fee collection (billing & collections system defined by the client in Section-III).

"Rented Vehicles" means the vehicles to be acquired by the Bidder / contractor on rental basis from any party through legal arrangements for performance of the Bidder / F R Q W U D F W R U ¶V 2EOLJDWLRQV LQ DFFRUGDQFH ZLWK W Submission of Fitness Certificate for the rented vehicles is mandatory before execution of the services under the Contract

“Required Documents” has the same meaning given to the term in ITB 2.6.3.

“Submission Deadline” means closing date for submission of bids i.e. July 25, 2024 till 1400 hours (Pakistan Standard Time) which may be extended by the Procuring Agency in terms of ITB 2.4.2.

“Sub-Contractor” has the same meaning given to that term in ITB 2.3.2.1 (V).

“Sanitation Fee” Contractor shall be responsible for fee collection of waste collection / sanitation fee from the Residential, Commercial & Industrial etc. units as per the rates and categories notified by the government from time to time against the mechanism defined by the Client in Section-III.

“Successful Bidder” means the Bidder: (i) having the lowest evaluated Bid pursuant to the requirements of the Bidding Document and the Procurement Laws; and (ii) selected by the Procuring Agency to execute the Contract pursuant to the requirements of the Bidding Document and perform and undertake the Bidder / contractor’s Obligations.

“Technical Proposal / Bid” means the technical proposal / bid submitted by a Bidder as part of its Bid pursuant to the Bidding Document

“Vehicles” means the vehicles to be procured / provided by the Bidder / contractor for performance of the Bidder / contractor’s obligations under the Bidding Document and the Contract

Section II: Instructions to Bidders (ITB)

allowed.

iii) Where the Consortium/ JV Contract is governed by a law other than Pakistani law, a legal opinion confirming that the consortium Contract is legal, valid, binding and enforceable will be required.

iv) All partners of the JV / Consortium shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the terms thereof and a statement to this effect shall be included in the Form of Bid.

v) Where the Bidder is a JV / Consortium, the Bid must identify the Lead Bidder, which is duly authorized (to the satisfaction of the Procuring Agency) by all other JV / Consortium members to act and deal with the Procuring Agency on their behalf in connection with the Project and to sign the Contract with other JV / Consortium members if the JV / Consortium is the Successful Bidder and to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the JV / Consortium.

vi) In case of JV/ Consortium, it shall be mandatory to register the JV / Consortium before award of contract and all the members of JV / Consortium shall liable to sign the Contract before execution as per the approved plan of the procuring agency.

vii) To obviate the chance of conflict of interest, Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under the Invitation to Bids.

viii) Bidders shall not be under a declaration of blacklisting by any Government department/ or Procuring Agency or by the Punjab Procurement Regulatory Authority (PPRA) or has not gone into court against any such order

ix) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest w

one or more parties in this Bidding process, if they:

a. Are associated or have been associated in the past, direc indirectly with a firm or any of its affiliates which have be engaged by the Procuring Agency to provide consultin services for the preparation of the design, specifications other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
b. have controlling shareholders in common; or
c. Received or have received any direct and indirect subs from any of them; or
d. have the authorized legal representative for purposes of t Bid; or
e. have a relationship with each other, directly or throu common third parties, that puts them in a position to h access to information about or influence on the Bid of anc Bidder, or influence the decisions of the Procuring Age regarding this Bidding process;

x) A Bidder may be ineligible if –

a. the Bidder is declared bankrupt or, in the case of a bidder / contractor or firm, become insolvent;
b. payments in favor of the Bidder is suspended in accordan with the judgment of a court of law other than a judgm declaring bankruptcy and resulting, in accordance with national laws, in the total or partial loss of the right administer and dispose of its property;
c. legal proceedings are instituted against such Bidder involving an order suspending payments and which may resul accordance with the national laws, in a declaration bankruptcy or in any other situation entailing the total partial loss of the right to administer and dispose of the property;
d. the Bidder is convicted, by a final judgment, of any offen involving professional conduct;
e. The Bidder is debarred and blacklisted due to involvemen corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with Punjab Procurement Rule 2014.
f. The Bidder is debarred and blacklisted in general (i.e. to

extent of all public procurement) due to consist performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule 21, read with Schedule append with, Punjab Procurement Rules, 2014.

g. The firm, Service Provider and contractor or any member of the consortium is blacklisted/ debarred by any National and international organization.

xi) Bidders shall provide to the Procuring Agency evidence their eligibility, proof of compliance with the necessary le requirements to carry out the contract effectively.

xii) Bidders shall provide such evidence of their continu eligibility satisfactory to the Procuring Agency, as t Procuring Agency shall reasonably request.

xiii) Bidders shall submit proposals relating to the natu conditions and modalities of sub-contracting wherever th sub-contracting of any elements of the contract is required Bidder shall obtain prior written approval from the Procur Agency for any sub-contracting so required.

xiv) A Bid received from a Bidder, shall only be considered further evaluation in accordance with the requirements o Bidding Document if the criteria, as set out in BDS, is fully met and any non-compliant Bid shall be rejected by th Procuring Agency. The Procuring Agency may require further verification of the evaluation criteria in such manner as it may deem fit and the circumstances provided in th Bidding Document which may constitute a conflict o interest are not exhaustive, and the Procuring Agency shall be the sole determinant when a conflict of interest s arise.

xv) Each Bidder shall indemnify the Procuring Agency, its affiliates and its advisors fully in respect of any dama cost, liquidated damages or expense of any kind incurre suc K S H U V R Q D U L V L Q J I U R P D % L G referred to above and other obligations under the Biddir Documents

2.1.4 Cost of Bidding

i) The Bidder shall bear all costs associated with preparation and submission of its Bid and the Procuring Agency shall in no case be responsible or liable for th costs, regardless of the conduct or outcome of the Bid Process.

ii) The Bidder is advised to obtain for itself at its own cost and responsibility all information which may be necessary for preparing the Bid and entering into the Contract for the execution and performance of the Bidder / contractor's Obligations. This shall include but not to be restricted to the following:

a. Inquiries on Pakistani federal, provincial and local tax to the relevant tax regulatory authorities as per the applicable laws.
b. Inquiries on clearance of payments / profits abroad to the concerned authorities of State Bank of Pakistan.
c. Information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
d. Information regarding regulatory clearances or any other enforcement agency clearances required for import of goods, or other material, etc.
e. Investigations regarding transport conditions and the probable conditions which will exist at the time and goods or parts are required to be transported.
f. The successful bidder will provide stamp papers as per stamp duty Act 1899 as per requirement of Procuring Agency as per Law.
g. Any other information that may have a financial bearing on the Bid.

2.1.5. One person one bid

i) As per Rule 36 (a) of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or under a joint venture made or any similar arrangement.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

iv) Each Bidder/ Service provider shall submit only one bid either individually or as a joint venture. A bidder/Service provider who submits or participates in more than one bids (in cases of alternatives that have been permitted or requested) will cause all the bids with such bidder to be disqualified

2.1.6. Work Plan/Deputation

i) The Bidder shall be responsible for the provision of bids as per micro work plan/deputation plan to be approved by the

Plan

procuring agency and procuring agency may also, from tim time amend the same as per its requirement

ii) The Bidder/Service provider, DW WKH 6HUYLFH responsibility and risk, is encouraged to visit and examine Site of required Services and its surroundings and obtai information that may be necessary for preparing bid/Proposal and entering into a contract for the Services. The FRVWV RI YLVLWLQJ WKH 6LWH VKA expense

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

i) The services required, Bidding procedures, and contract te are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

Section-I: Invitation to Bids

Section-II: Instructions to Bidders (ITB)

Section-III: Technical Specifications / TORs

Section-IV: Bid Data Sheet

Section-V: General Conditions of Contract (GCC)

Secton-VI: Special Conditions of Contracts (SCC)

Section-VII: Schedule of Requirements/Work Plan/Deputation Plan

Section-VIII: Sample Forms

For the Technical Proposal;

a) T1 - Letter of Technical Proposal;
b) T2 - Form of Integrity Pact;
c) T3 - Form of Power of Attorney;
d) T4 - Form of Affidavit; and Blacklisting
e) T5 – Bidder / contractor¶V 2UJDQL]D Experience
f) T6 - Form of Bid Security; and

For the Financial Proposal;

g) F1 - Letter of Financial Proposal;
h) F2 – Total Project Cost/ Total Bid Price

i) F3 – Form of Performance Guarantee
j) Draft Contract

Section-IX: Check List

ii) The Bidder is required to examine all instructions, forms terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

iii) In case of discrepancies between the Invitation to Bid and Bidding Document listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

iv) The Procuring Agency is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. e-P confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder

2.2.2. Clarification of Bidding Documents

i) A prospective Bidder requiring any clarification of the Bidding Document may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in the Invitation to Bid / Tender Notice / Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding Document which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

ii) A prospective Bidder requiring any clarification of the Bidding Document may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.

iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior the deadline for the submission of Bids as prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case

alternate methods of Procurement.

iv) Copies of the Procuring Agency's response will be forwa to all known Prospective Bidders who has acquired th Bidding Document through an expeditious identified source of communication e.g.: email etc., including a description of the inquiry, but without identifying its source.

v) Should the Procuring Agency deem it necessary to amen Bidding Documents as a result of a clarification, it shall do s following the procedure under ITB 2.2.3

vi) If indicated in the BDS, the Bidder ¶ V G H V L J Q D W H is invited at the Bidder ¶ V F R V W W R - B i d m e e t i n g a t the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or other aspects of the Bidding Documents.

vii) Minutes of the pre-Bid meeting, if applicable as required, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) a the responses given, together with any responses pre after the meeting will be transmitted promptly to prospective Bidders who have obtained the Biddir Documents. Any modification to the Bidding Docume nt that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the of an Addendum pursuant to ITB 2.2.3 Non-attendance at th pre-Bid meeting will not be a cause for disqualification o Bidder.

2.2.3 Amendment of Bidding Documents

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason whether at its own initiative or in response to a clarificat requested by a prospective Bidder, may modify the Bidding Document by amendment. Any such change/amendment in Bidding Documents shall be provided in a timely manne preferably through electronic means and not later than three (3) days, and on equal opportunity basis as per Rule 25(3) of PPR-14.

ii) All prospective Bidders that have received the Bidding Document will be notified of the amendment in writing or by email, and will be binding on them.

iii) Before the deadline for submission of Bids, the Procu

Agency for any reason, whether at its own initiative or response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Document by issuing addenda.

iv) Any addendum issued including the notice of any extension the deadline shall be part of the Bidding Document and shall be communicated in writing or in any identified electronic form, e.g. email that secures a record of the content of such communication.

v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the same manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field to all prospective bidders.

2.3. Preparation of Bids

2.3.1 Language of Bid

i The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

i) The Bidder shall complete the Bid Forms (Technical & Financial Forms) provided in the Bidding documents indicating the services identified in invitation to bid to be provided. The Authorized Representative shall be duly authorized to sign on behalf of the Bidder.

ii) The Bid shall comprise a Technical Proposal, containing documents listed in ITB 2.3.2.1 hereof, and a Financial Proposal, containing the documents listed in ITB 2.3.2.2, each submitted simultaneously in separately sealed envelopes.

iii) Bidders are expected to carefully examine the Bidding Document when preparing their Bids and use only the relevant Bidding Forms as set out in ITB 2.2.1 (i). Bidding Forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested. Any deviations / omissions / reservations from the formats provided in the Bidding

Documentshall not be accepted and may form basis for rejection of the Bid. Material deficiencies in providing information requested may result in rejection of a Bid.

2.3.2.1Technical Proposal

i) The Technical Proposal shall establish to the unconditional acceptance of the complete scope of the Bidder / contractor's Obligations and any obligations (direct or indirect) of the Bidder under the Contract. Any omission, reservation, deviation or condition attached in the Technical Proposal shall cause the Bid to be declared non-responsive.

ii) The Technical Proposal submitted by the Bidder shall include the following information:

a. Signed and filled out Letter of Technical Proposal undertaking unconditional acceptance of the Bidder / contractor's Obligations, as set out in Bidding Form T1 (Letter of Technical Proposal);

b. Integrity Pact, as set out in Bidding Form T2 (Form of Integrity Pact), in accordance with ITB 2.6.9 (Integrity Pact);

c. Written confirmation authorizing the signatory of the Bid to commit the Bidder, as set out in Bidding Form T3 (Form of Power of Attorney);

d. Documentary evidence establishing that the Bidder is eligible and not blacklisted, as set out in Bidding Form T4 (Form of Affidavit), in accordance with Basic Eligibility Criteria;

e. Companies Organization and Experience as set out in Bidding Form T5.

f. Bid Security, as set out in Bidding Form T6 (Form of Bid Security), in accordance with ITB 2.3.6 (Bid Security);

g. Evidence indicated for each requirement of Basic Eligibility Criteria and each qualificationcriteria specified in Evaluation and Qualification Criteria;

h. List of insurances to be obtained by the Bidder in accordance with ITB 2.6.10 (Insurance & Indemnification); and;

i. Any other documents required under the Bidding

Document (See Bidding Document ITB 2.2).

iii) The Technical Proposal shall not include any direct or ind financial information relating to the Financial Proposal. A Bid having such financial information shall be declared non-responsive.

iv) The Bidder may sub-contract the project during the Operation Period with the prior written consent of the Procuring Agency. The Bidder will at all times and for all purposes remain lia in connection with any matter which may arise as a resu sub-contracting, including resolution of any disput performance, quality, delivery, timeliness etc. of the sub-contracted Bidder / contractor ¶ V 2 E O L J D W L R Q V

v) For the sake of clarity, it is specified that the Techn 3 U R S R V D O V K R X O G L Q F O X G H L organization and an outline of its recent experience (in cas a consortium / joint venture, each partner shall provide su information); (ii) a finalized and exclusive list of propos personnel by area of expertise in relation to each design (iii) any other requirement as per the Bidding Document

vi) A technical proposal to be submitted to provide details of operationa model for HR, equipment, vehicles, system provi addressing the scope of work in detail with diagrams design explaining methodology including verification a confirmation protocol.

2.3.2.2 Financial Proposal

i) In preparing the Financial Proposal, Bidders are expecte fully understand the requirements and conditions outline the Bidding Documents, all contractual obligations of Procuring Agency, scope of Bidder / contractor's Obligations and any obligations, direct or indirect, of the Successful Bi under the Bidding Documents.

ii) Bidders would be required to quote their Financial Propos line with the requirements of Section III Technica Specifications of this document as whole as well The technically responsive bidder with the lowest Financi Proposal would be considered as the Successful lowest evaluated Bidder.

iii) The Financial Proposal shall provide a quote for the e Bidder / contractor C V 2 E O L J D W L R Q V H R U Q H V D

basis such that it covers all obligations of the Bidder mentioned in or to be reasonably inferred from the Bidding Document in respect of the Bidder / contractor's Obligations.

iv) Any omission, reservation, deviation or condition included in the Financial Proposal to the contrary may cause the Bid to be declared non-responsive.

v) The Financial Proposal quote of the bidder must be inclusive of all applicable taxes and shall also comprise the following:

a. Bidders are required to specify, in their Financial Proposals, all Bidder / contractor¶V7D[HVDSV in relation to the provision and execution of the Bidder / contractor's Obligations;

b. The Bidder shall be responsible for the Bidder / contractor¶V7D[HVLQDFFRUGDQFHZLWK as stipulated in the Contract;

c. Signed and filled out Letter of Financial Proposal, as set out in Bidding Form F1 (Letter of Financial Proposal);

d. Details of Financial Proposal in accordance with ITB 2.3.2.2(Financial Proposal);

e. Any other document required in the Bidding Documents.

vi) Bidders are hereby cautioned that proposals with conditional offers or deviation from the conditions and instructions contained in this Bidding Document or other requirements stipulated therein shall result in rejection of proposal / Bid as non-responsive and shall not be considered. Under no circumstances shall the Procuring Agency consider / accept any conditional or partial Bid.

vii) Only one Bid proposal fulfilling all conditions, instructions and requirement contained in Bidding Document should be submitted by each Bidder. Alternative proposal shall not be accepted. Each Bidder in terms of Rule 36A of PPRA Rules, 2014 shall submit only one Bid either by itself or as a partner in a joint venture/consortium. A Bidder who submits or participates in more than one Bid will be disqualified.

2.3.3. Bid Prices

i) The Bidder shall indicate on form F 1 & F 2, the Total Bid Price for three years of the services which it proposes to render / provide under the terms and conditions specified in Section III.

ii) Prices indicated on the Price Schedule shall be for the Tehsil CHAKWAL of Chakwal District only.

iii) Bidder shall quote bid price for complete project duration i. three years and evaluation will be carried out on the basis o Total Bid Price for three years. Partially / Conditionally filled bid price will be declared non-responsive

iv) All the applicable taxes shall be included in the bid price. A increase /decrease in the taxes, the tax amount will be adjusted as per provisions of prevailing state laws accordingly

v) The Bidders must adhere to the minimum wage rate (not by Labor & Human Resource Department, GOPb), o mandatory regulations as per labor laws and all o obligations as per TORs/Scope of Services while prepa financial bid.

vi) The Bidder¶V VHSDUDWLRQ RI SULFH with ITB Clause 2.3.4(i) above will be solely for the purpos of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency¶V right to contract on any of the terms offered.

vii) Prices quoted by the Bidder shall be fixed during the Bidder¶V performance of the contract and not subject to variation or account, unless otherwise specified in Bid Data Sheet. A Bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

viii) The following expenses will be included in the Total Bid Price;

ix) All costs associated with the operational managem monitoring, supply of the items for execution as well performance of works and services according to the Contract, expenses related to fuel, spare parts, maintenance repair, replacement and depreciation of vehicles (solid was collection and transportation vehicles / sweeping and was machines) etc.

x) The cost of other incidental items, cost of transportation, of trollies, cost of waste bags, containers, dustbins and o mentioned in various sections of the Contract

xi) Cost of hiring the managerial as well as operational and

staff for execution of the Contract.

xii) Cost of any or all insurances related to and for the purpos works and cost of all taxes, duties and levies required to be paid by the Bidder / contractor pursuant to laws of Pakistan as well as provincial government.

xiii) All the abovementioned costs and those mentioned in sections of the Contract, must be considered and included the contract price.

2.3.4. Bid Currencies

i) Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

ii) The Bidders must adhere to the minimum wage rate (not by Labor & Human Resource Department, GOPb), other mandatory regulations as per labor laws and all applicable taxes (imposed by FBR/PRA/any other governm organization) while preparing financial bid.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as par of its Bid, documents establishing the Bidder's ¶ V H O L J L Bid and its qualifications to perform the contract if its Bid is accepted.

ii) The documentary evidence of the Bidder's ¶ V H O L J LBE L shall establish to the Procuring Agency's ¶ V V D W L V I D F Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

iii) The documentary evidence of the Bidder's ¶ V T X D O L I L perform the contract if its Bid is accepted, shall establish to the Procuring Agency's ¶ V V D W L V I D F W L R Q

(a) that the Bidder has the financial, technical capabili necessary to perform the contract;

(b) That the Bidder meets the qualification criteria listed in tl Bid Data Sheet.

iv) The Procuring Agency retains the right to verify particular regarding any information, statements and / or docum furnished with the Bid. Any Bidder found to b misrepresenting information may be disqualified at any st of the Bidding Process and may be proceed under Rule 20 and 21 of PPRA Rules 2014 and their Bid Security/ performance guarantee shall be forfeited, even after award o contract.

2.3.6. Bid Security	i)	The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
	ii)	The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the forfeiture of the Bid Security pursuant to ITB Clause 2.3.6. (vii).
	iii)	The Bid security shall be in the form of CDR / Bank Guarantee issued by a scheduled bank in Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan in favor of RWMC valid for a period 30 days beyond the bid validity of One Eighty Days (180) Days, which should be attached with technical proposal.
	iv)	Any Bid not secured in accordance with ITB Clause 2.3.6 (i) & (iii) may be rejected by the Procuring Agency as non-responsive
	v)	Unsuccessful Bidder's Bid security will be discharged or returned as promptly as possible but not later than 30 days after the execution of contract with the successful bidder or expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposals as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under: 38(2)(a)(vii) *the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later: provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".*
	vi)	The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2
	vii)	The Bid security may be forfeited: a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or b. In the case of a successful Bidder, if the Bidder: i. Fails to sign the contract in accordance with ITB Cla

The Procuring Agency's determination of a Bi responsiveness will be based on the contents of the Bid its

2.5.5 Examination of Terms and Conditions; Technical Evaluation

i) The Procuring Agency shall examine the Bid to conf that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

ii) 7 K H & O L H Q W ¶ V H Y D O X D W L R Q F Technical Bids/Proposals and on the basis of thei responsiveness to the Terms of Reference/scope services and the Bid Document, applying the evalua criteria, sub-criteria, and point system if any specified the Bid Data Sheet. Each responsive Bid/Proposal will given a technical score, if any indicated in the data sh A Bid/Proposal shall be rejected at this stage if it does respond to important aspects of the Bid document or fails to achieve the minimum technical score/Mandator Evaluation Criteria, if any indicated in the Data Sheet

iii) The Procuring Agency shall evaluate the technical asp of the Bid submitted to confirm that all requirement specified in Section VII – Schedule of Requirements and Evaluation Criteria as provided in BDS, have been met without material deviation or reservation.

iv) After the technical evaluation is completed, the Cli shall notify those Bidders/Service providers whose Bids/Proposals were considered non-responsive to the bi document and TOR or did not meet the minimu qualifying technical score and their Financial Bids/Proposals will be returned unopened after comple the selection process and Contract signing. The Client shall simultaneously notify in writing thos Bidders/Service providers that have achieved/qualified minimum overall technical score/Mandatory evaluat criteria and inform them of the date, time and location the opening of the financial bid Proposals. The openir date should allow the Bidders/Service providers suffic time to make arrangements for attending the financial R S H Q L Q J 7 K H % L G G H U V 6 H U Y L F opening of the Financial Bids/Proposals (in person o S W L R Q D O D Q G L V D W W K H % L G G

v) The Financial Bids/Proposals shall be opened by & O L H Q W ¶ V % L G H Y D O X D W L R Q F representatives of those Service providers wh bids/proposals have passed the minimum technical

Evaluation of Bids perform the contract satisfactorily, in accordance with the

prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing1*

2.6.9 Integrity Pact

		(Form of Integrity Pact) provided in the Bidding Document W K H ‡ , Q W H J U L W \ 3 D F W such Integrity Pact may render the Bid non-responsive.
2.6.10 Insurance and Indemnification	2.6.10.1	If a Bidder is selected as the Successful Bidder, it will be presumed that it understands, undertakes and confirms all the terms & conditions pre-requisite and requirement of the project already conveyed through detailed bidding document and

works and services, mistakes in sufficient supervision or any failure to incur other losses and damages which may occur due to similar reasons.

17.	2.3.8	Number of copies of the Bid to be provided are 01 True Copy of proposal. Note: In case of conflict between the Copy and Original Proposa the original proposal will prevail	

	No marks will be given if the latest / valid Credit line certificate and Bank Statement up to (one da before the bid submissio date i.e. July 25, 2024 is not attached.		
2.	Proposed Work-Plan and Management		
	Compliance of operational plan as per scope of work defined in Section-III covering the following major points; Door to Door Collection Container Based Collection Manual Sweeping & De-silting Waste Disposal Strategy Secondary Collection & Landfill Site Manageme		
2.1	Bidder will submit a detailed operational / executio plan explaining the methodology of waste collectio transportation and disposal of waste. 40 0DUNV ZLOO EH JLYHQ LI and methodology complies with the mentioned specifications /TORs. Marks will be evaluated by the Technical Committee. If the bidder deviates from the mentione specification / TORs, they will be evaluated marked by the Technical Committee accordingly.		4
	The decision of the Technical Evaluation Committe Management Procurement Committee will be final in this regard.		

DRAFT CONTRACT

Contract No._____

Draft Contract

For

OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES (ALONG WITH AVAILABLE RESOURCES) FOR TEHSIL CHAKWAL
(Rural & Urban Areas)

By and Between

Contractor Name:

AND

Rawalpindi Waste Management Company (RWMC)

CONTRACT FORM

THIS CONTRACT is made on this _____ day of __________ 20____ by & between M/s Rawalpindi Waste Management Company (RWMC), a company registered under Section 42 of the Companies Ordinance, 1984 (now Companies Act 2017) having its registered office at 81 A-1 Iran Road Satellite Town Rawalpindi (hereinafter referred to as ‡WKH Procuring Agency/ Client· which expression, unless it be repugnant to the context or meaning thereof and shall, where the context so permits include its successors in interest, legal heirs, legal representatives, executers and permitted assign) on the one part.

AND

Service Provider Name ____________________________ having its registered office at BBBBBBBBBBBBBBBBBBBB +HUHLQDIWHU 1 7 5 $ & 7 2 5 ZKLFK H[SUHVVLRQ unless it be repugnant to the context or meaning thereof means and shall, where the context so permit, include its successors in interest, legal heirs, legal representatives, executers and permitted assign) on the other part.

WHEREAS, the Client intends to award the Contractor for OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES (ALONG WITH AVAILABLE RESOURCES), FOR TEHSIL CHAKWAL (Rural & Urban Areas)" (Herein referred to as **"PROJECT"**)

AND WHEREAS, the Contractor is willing to provide such services subject to and in accordance with the terms and conditions of this Contract in the sum of [contract price in ZRUGV DQG ILJXUHV@ KHUHLQDIWHU FDOOHG ‡WKH &RQW

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are assigned to them respectively in the Conditions of Contract.

2. The following documents shall be deemed to form and be read and construed as part of this Contract

the Contractor.

vi) ‡ 0 D F K L Q H U \ · P H D Q V W K H P machinery, vehicles and appar intended to form or forming part of the Services.

vii) ‡ 6 L W H · P H D Q V W K H S O D F H V S U R Services are to be executed, and any other places speci the Contract as forming part of the Site.

viii) 9 D U L D W L R Q · P H D Q V D F K D Q J H Z K under Clause 14 of GCC.

ix) ‡ 6 H U Y L F H · P H D Q V D Q \ R U D O O W collection (Primary & Secondary) De-silting / Cleaning of Nallas and Small Open Drains, transportation, mechanic sweeping, manual sweeping, mechanical washing establishment & maintenance of Transfer Stations and controlled dump sites and any variation thereof.

(s) "Interpretation" Words importing persons or parties sh include firms and organizations. Words importing singular one gender shall include plural or the other gender wher context requires.

(t) "Law · The Contract Act 1872 which is relevant Law of the Islamic Republic of Pakistan.

(u) ‡ 6 W D W X W R U \ · The Contract shall comply with th Laws of Islamic Republic of Pakistan and shall give noti and pay all fees and other charges in respect of the Ser due from time to time.

2. Application

2.1. These General Conditions shall apply to the extent that they a not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1. All Services supplied under the Contract shall have their o in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. The origin of Services is distinct from the nationality of Service Provider. In any case, the requirements of rules 10 & 26, 14, shall be followed.

4. Standards

4.1. The services supplied under this Contract shall conform to th standards mentioned in the Technical Specifications / Scope o Services / Work Plan / Deputation Plan.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Service Provider shall not, ZLWKRXW WKH 3U prior written consent, disclose the Contract, or any provision the or information furnished by or on behalf of the Procuring Agenc connection therewith, to any person other than a person employ the Service Provider in the performance of the Contract. Disclosu any such employed person shall be made in confidence and

extend only as far as may be necessary for purposes of performance

5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and to have them audited by auditors appointed by the procuring agency, if so required by the procuring agency. Moreover the contractor will be bound to provide any kind of document/record required by the client within stipulated time frame. The contractor will also be required to submit its project specific financial statements duly audited by QCR rated firm of chartered accountants within 6 months of end of each financial year or any extended time allowed by the client.

6. Performance Guarantee

6.1. Within Fifteen (15) days of receipt of the Notification of Contract Award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in the Bid Data Sheet & clause 2.6.2 of ITB.

6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

6.3. As per Rule 56 of PPR-14, the performance guarantee shall be denominated in the currency of the country acceptable to the Procuring Agency and shall be in one of the following forms:

(a) A bank guarantee issued by a scheduled bank located in the Procuring Agency's Country in the form provided in the Bidding Document

6.4. The performance guarantee shall be released by the Procuring Agency/ Client and returned to the Service Provider/Contractor not later than thirty (30) days following the date of completion of the Service Provider's performance obligations, including any warranty obligations, unless specified otherwise in SCC

7. Incidental material	7.1. The Service Provider may be required to provide any o incidental material if any, specified in e	

Directors,RWMC.

14.2. If any such change causes an increase or decrease in the R U W K H W L P H U H T X L U H G I R U W K H 6 provisions under the Contract, an equitable adjustment shall be mad in the Contract Price, or both, and the Contract shall according amended. Any claims by the Service Provider for adjustment unde this clause must be asserted within thirty (30) days from the date

Contract Price, as liquidated damages, a sum equivalent to percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each day or part thereof until actual delivery or performance, up to a maximum deduction of percentage specified in SCC. Once the maximum deduction is reached, the Procuring Agency may consider termination of Contract pursuant to GCC Clause 20 along with other remedies available under PPR 2014.

20. Termination for Default

20.1. The Procuring Agency, without prejudice to any other remedy for breach of the Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

(a) If the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 18;

(b) If the Service Provider fails to perform any other obligation(s) under the Contract; or

(c) If the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices means the practice defined as per Section 2(d) of The PPRA Act, 2009 read with Rule 21(d) of PPR Rules 2014.

20.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 20.1, the Procuring Agency may procure, upon such rates and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess cost for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

21. Force Majeure

21.1. Notwithstanding the provisions of GCC Clauses 18, 19, and 20, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21.2.)RU SXUSRVHV RI WKLV FODXVH 6HUYLFH 3URYLGHU¶V IDXOW RU QHJ events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both

Procuring Agency and the Service Provider, may agree to ex certain widespread conditions, e.g.: epidemics, pandemics, quarant restrictions, etc. IURP WKH SXUYLHZ RI ‡)RUFH

21.3. If a Force Majeure situation arises, the Service Provider promptly notify the Procuring Agency in writing of such condition the cause thereof. Unless otherwise directed by the Procuring A in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practica shall seek all reasonable alternative means for performanc prevented by the Force Majeure event.

22. Termination for Insolvency

22.1. The Procuring Agency may at any time terminate the Contract giving written notice to the Service Provider if the Service Prov becomes bankrupt or otherwise insolvent. In this event, termir will be without compensation to the Service Provider, provided such termination will not prejudice or affect any right of action remedy which has accrued or will accrue thereafter to the Proc Agency.

23. Termination for Convenience

23.1. The Procuring Agency, by written notice sent to the Se Provider, may terminate the Contract, in whole or in part, at any ti for its convenience. The notice of termination shall specify WHUPLQDWLRQ LV IRU WKH 3URFXULQ which performance of the Service Provider under the Contra terminated, and the date upon which such termination bec effective.

23.2. The Services that are complete within thirty (30) days afte 6HUYLFH 3URYLGHU¶V UHFHLSW RI QR the Procuring Agency on the Contract terms and prices. For th remaining Services, the Procuring Agency may choose:

(a) To have any portion completed and delivered at Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Service Provid agreed amount for partially completed Services and pa previously completed by the Service Provider.

24. Resolution of Disputes

24.1. After signing the contract or issuance of Letter of Acceptance c bid, The Procuring Agency and the Service Provider shall make effort to resolve amicably by direct informal negotiation any disp arising between them under or in connection with the Contract.

24.2. If, after thirty (30) days from the commencement of s informal negotiations, the Procuring Agency and the Service Prc have been unable to resolve Contract dispute amicably, either party may require that the dispute be referred for resolution to the fo

GCC 8.1(a) † The effective date for commencement of Services is fifteen (15) to thirty (30) days after signing of contract. The machinery will be mobilized within these days.

GCC 8.1 (b) † The infrastructure development for TCPs & waste enclosures will be carried out within thirty (30) days from the signing of the contract without imposing any penalty. Similarly, the contractor will develop the controlled dumpsite within three (03) months from the date of signing of contract without imposing any penalty related to dump site. However, shift arrangements will be the responsibility of the contractor during this tenure of waste disposal. In case of non-availability of government land for establishment of controlled dumpsite, rent of land will be paid to the contractor with prior approval of the Client.

The Parties agree that the Time is of the essence in this Contract and, whenever a date or time is set forth in this Contract, the same has been entered into and formed a part of the consideration of this Contract subject to clause 5 of SCC.

4. Time Schedule of Services (GCC Clause 9)

GCC 9.1(a) † Contract Period: The term of the contract shall be for the period of 03 Years from the Commencement of Services. Contract is extendable at the same terms and conditions on annual basis, subject to the satisfactory performance of the bidder and with the mutual consent of the parties for another three years.

GCC 9.1 (b) † Extension of Contract Period: Contract is extendable for another three years on annual basis at the same terms and conditions, subject to the satisfactory performance of the bidder and with the mutual consent of parties.

GCC 9.1 (c) † The Client;

(i) Provision of Site;

The Client shall provide the Site and right of access thereto on the Commencement Date.

(ii) Permits etc.

The Client shall, if requested by the Contractor, assist Contractor in app.63 Tm 0 g 0 G. R a

w e w

	80% to 100%	10% + 15% of the additional 25% + 20% of the additional 30% collection + 25% of the remaining
40% (2nd Year)	40%	10% of the Fee Collected
	40% to 60%	10% + 15% of the additional collection
	60% to 80%	10% + 15% of the additional 20% + 20% of the remaining
	80% to 100%	10% + 15% of the additional 20% + 20% of the additional 20% + 25% of the remaining
60% (3rd Year)	60%	10% of the Fee Collected
	60%to 80%	10% + 15% of the additional collection
	80% to 100%	10% + 15% of the additional 20% + 20% of the remaining

Table-11.2: Penalty Mechanism for Below Fee Collection Target

Fee Collection Target (of assessed value)	Fee Collected	Contractor Penalty
25% (1st Year)	>20%to <25%	No Administrative / Collection Charges t the Contractor, No penalty

			No Administrative Charges
	>20%to	%	1% deduction from the monthly Invoice o the Contractoagainst SWM Services

			Speed Diesel @277.45/litre
HR Cost	38.26%	B	Minimum Wage notified by the government of Punjab for each category deployed under this contract as on July 04,2024
Other Operational Cost	30.89%	A	
Total Net Operational Cost	100.00%		

As provided in Section-III: Technical Specifications / TORs;

Fuel Rate as on July 04, 2024 as per PSO (High Speed Diesel @ 275/litre

government of Punjab for each category deployed under this contract as on July 04,2024

10. Change Orders & Variations (GCC Clause 14)

GCC-14.1 (a)ADDITIONAL WORK THROUGH CHANGE ORDER : The Client may ask the Contractor to execute the Services that are not included in the scope of the Contract In such a case the values of the Services to be executed shall be offered to the Client by the Contractor. In case the offered values are accepted by the Client, the additional Services shall be executed by the ContractorIn case of otherwise, the Client may assign the task to any other contractor.

GCC-14.3 (a): Right to vary the Scope of Services with reference to GCC 14.1 (a)

The Client may issue mutually agreed Variation Order(s) in writing, where for any reason it has not been possible for the Client to issue such Variation Order(s), the Contractor may confirm any orders given by the Client in writing and if the same are confirmed by the Client within seven (07) days of the receipt of such confirmation the same shall be deemed to be a mutually agreed Variation Orders for the purpose of this Contract.

GCC-14.3 (b): Valuation of Variations:

Variations shall be valued as follows:

a) At a lump sum price agreed between the Parties, or
b) Where appropriate, at rates in the contract, or
c) In the absence of appropriate rates, the rates in the contract shall be used as the basis for valuation, or failing which
d) At appropriate new rates, as may be agreed

GCC-14.3 (c): Early Warnings:

The Contractor shall inform / notify the Client in writing as soon as he is aware of any circumstances which may delay, stop or disrupt the Services, or which may give rise to a claim for additional payment.

To the extent of the &RQWUDFWRU¶V IDLOXUH WR QRWLI\ ZKLFK U keep all relevant records or not taking steps to minimize any delay, stop, disruption, or Cost, RU WKH YDOXH RI DQ\ 9DULDWLRQ WKH &RQWUDFWRU¶V or additional payment shall be reduced/rejected.

11. Contract Amendments (GCC Clause 15)

GCC-15: No amendments or modification of this Agreement shall be valid unless evidence in writing and signed by duly authorized representative of both parties. Any amendments to this contract or supplemental Contract may be made by means of mutual understanding of both the parties.

12. Sub-Contracting (GCC Clause 17)

GCC-17.2: Subject to Clause 16 of GCC, Contractor may execute subcontracting in a year for services with prior written approval of the Procuring Agency. The Bidder will at all times and for all purposes remain liable in connection with any matter which may arise as a result of sub-contracting, including resolution of any disputes; performance, quality, delivery, timeliness etc. of the sub-F R Q W U D F W H G % L G G H U F R Q W U D F W R U ¶ V 2 E

13. Liquidated Damages (GCC Clause 19)

GCC 19.1† Liquidated damages applicable Rate: 0.07% of the Contract Price of the delayed services per day as per services described in Section-III. But not exceeding Ten (10%) of Contract Price stated in the Notice of Contract Award/Letter of Acceptance by the Procuring Agency.

14. Termination for Default (GCC Clause 20)

(A) Default by Contractor

If the Contractor abandons to the Services, refuses or fails to comply with a valid instruction of the Client or fails to provide expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Client may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken due practicable steps to remedy the default within seven (07) G D \ V D I W H U W K H U H F H L S W R I W K H & O L H Q W ¶ V Q R W L F H W further seven (07) days to terminate the Contractor. The Contractor shall then demobilize I U R P W K H 6 L W H O H D Y L Q J E H K L Q G L Q D Q \ & R Q W U D F W R U ¶ V (T second notice, to be used for the completion of Services at the risk & cost of the Contractor till the alternative arrangement by the Client.

(B) Default by Client

If the client fails to pay in accordance with the Contractor, or is, despite a written complaint, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen G D \ V D I W H U W K H & O L H Q W ¶ V U H F Contractor will refer the case to the responsible senior management of the Client for finalization and then take further course of action.

, I W K H G H I D X O W L V Q R W U H P H G L H G Z L W K L Q W Z H Q W \ H L & R Q W U D F W R U ¶ V Q R W L F H R U W K H & R Q W U D F W R U P D \ E D V H (21) days, terminate the Contractor. The Contractor shall then demobilize from the Site.

15. Termination for Insolvency (GCC Clause 22)

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site OHDYLQJ EHKLQG LQ WKH FDVH RI &RQWUDFWRU¶V VROY Client instructs in the notice is to be used for the completion of Services at the risk & cost of the Contractor till the alternative arrangement by the Client

16. Resolution of Disputes (GCC Clause 24)

GCC 24.2† the dispute resolution mechanism to be applied pursuant to GCC Clause 24.1 shall be as follows:

,I DQ\ GLVSXWH RU GLIIHUHQFH RI DQ\ NLQG D ‡'LVSXWH FRQQHFWLRQ ZLWK RU DULVLQJ RXW RI WKLV $JUHH Con W U D F W R U ¶ V 5 H S U H V H Q W D W L Y H Z L W K L Q V H Y H Q G D \ V instance through discussion. The designated representatives of Client and Contractor shall promptly confer and exert their best efforts in a good faith to reach a reasonable and equitable resolution of such dispute.

If the representatives are unable to resolve the dispute within seven calendar days, the dispute shall refer within two calendar days of lapse of seven calendar day period to the Chief Executive officer of RWMC for resolution within Seven Calendar Day period.

If the Chief Executive officer of RWMC is unable to resolve the dispute within seven calendar days, the dispute shall refer within two calendar days of lapse of seven calendar day period to the Dispute Resolution Committee headed by Deputy Commissioner for resolution within Fifteen Calendar Day period.

If the Dispute Resolution Committee headed by Deputy Commissioner is unable to resolve the dispute within fifteen calendar days, the dispute shall refer within two calendar days of lapse of fifteen calendar day period to Divisional Commissioner for arbitration within thirty days in accordance with the Arbitration Act 1940. Whereas, place of arbitration will be Rawalpindi.

GCC-24.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) under the chair of Commissioner Rawalpindi and rules made there under and any statutory modifications thereto. Any hearing shall be held at Rawalpindi, Pakistan and in the language referred to in the Clause 3. The Decision of the Divisional Commissioner shall be final and binding upon Client and Contractor.

GCC-24.4 Continued Performance

During the pendency of any arbitration, Contractor and Client shall continue to perform their obligations under this agreement.

17. Operative Language (GCC Clause 25)

of penalties as per the defined mechanism in the Section-III i.e. Technical Specifications/TORs (Scope of Services), any party can refer the matter before a local committee which will be duly notified by the Client. The local Committee shall consist of a total of three members notified by the Client, with mutual consent of the Contractor. The decision of said Committee shall be final and binding upon both the parties.

21. RISKS AND RESPONSIBILITIES

21.1 Contractor's Care of the Services

The Contractor shall take full responsibility for the care of the Services from the Commencement Date until the completion of contract. If any loss or damage happens to the Client or to any public or private property during the above period due to any act, negligence or Omission of the Contract, the Contractor shall rectify such loss or damage.

8 Q O H V V W K H O R V V R U G D P D J H K D S S H Q V, the Contractor X O W R shall indemnify the Client, or his agents against all claims of loss, damage and expense arising out of any act or omission of the Contractor during the Services.

21.2 Time Extension

Situation for which time extension shall be provided by the Client are as follows:

a) In cases where the Client fails to fulfill its obligations regarding performance of the Contract and Technical specifications, due to any reason (including site delivery, approval of projects & works programs), causing delay in the work of Client whereby the responsibility does not fall on the Contractor. However, despite efforts of the Contractor, it causes delay in performing the required tasks. In such cases, time shall be extended for delay time period with respect to the reasons preventing realization and nature of the business.
b) In case the scope of work is increased due to any additional work, time period of the business may be extended in proportion to the increased work for part or all of the business.

21.3 The Client's Risks

7 K H & O L H Q W ¶ V 5 L V N V D U H

a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies within the Country.
b) Rebellion, terrorism, revolution, insurrection, or civil war, within the Country;
c) Riot, commotion or G L V R U G H U E \ S H U V R Q V R W K H U W K D Q W K H other employees including the personnel and employees of Contractors, affecting the Site and/or the Services;
d) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/sub

24. CODE OF CONDUCT & RULES OF ETHICS

24.1 The contactors that attempt to get secret information, to conclude illegal agreements with the competitors or to affect the Client during the phase of tender inspection, evaluation, and comparison shall result in their candidacy or offers being cancelled. This situation shall be penalized administratively.

24.2 The Contractor shall announce that it does not get affected from any potential conflict of interests by participating in the tender and that it does not have any equivalent relationship with the other tender participants or parties participating in the project. In case such a situation evolves during the execution, the Contractor shall inform the Client immediately.

24.3 The Contractor shall always act impartially and trust worthily in accordance with the rules of business ethics. It should avoid from making public announcements regarding the projects and services without prior authorization of Client. It shall not oblige the Client without prior authorization in anyway.

24.4 The Contractor and its staff shall be respectful towards basic human rights during the Contract and shall promise not to act against political, cultural, religious customs of the country and avoid all kinds of discrimination.

24.5 The contractor shall not accept payments other than the ones stated in the contract. The Contractor and its staff shall not act in an inconsistent way or contrary to their obligations and shall not accept any benefits against the Client. The Contractor shall not accept any types of presents, entertainment or similar direct or indirect contributions that may affect their decisions in executing the job.

24.6 The Contractor and its staff are obligated to keep the confidentiality in a professional way during the Contract period and period afterwards. All the reports and documents prepared or received by the Contractor are confidential. Such documents and information shall never be shared with third party without permission of the Client.

24.7 Bidder / contractor assets belonging to the client within or outside the scope of work shall not be sold or be utilized by the third parties without appropriate documentation and valid permissions in accordance with Contract. Bidder / contractor assets shall not be used for personal interests or the bidder /contractor¶V GLVDGYDQWDJH

24.8 Usage of all reports and documents received and submitted by the parties to the Contract during the contract period shall be subject to an agreement.

24.9 The contractor is responsible to ensure behaviors against the public and code of conduct of workers employed by it.

24.10 Contractor shall be constructive, not destructive, with public in performance of the work of tender subject, and not cause any public complaint by endearing, not disgusting. It shall never forget that it is in service on behalf of local Client which aims serving the public.

24.11 It is strictly forbidden for the contractor to attempt to offer, to give or to promise bribe to the Government Officers in order to execute the job.

24.12 The Contractor shall avoid any such relationship that may put it under any kind of commercial, financial or any other type of pressures that may affect its and its S H U V R Q Q H O ¶ V W H F K Q L F D O G H F L V L R Q ¶ V D Q G H Q G D Q J H U situation, the Administrative warns the contractor and requires its immediate dismissal of the relevant personnel.

24.13 In case, any type of fraud is identified at any phase of decision process, the Client reserves its rights to suspend or to cancel the tender. Bribes, presents, tips, commission offered as an incentive or reward D U G W R D Q \ S H U V R Q V K D O O E H F R Q V L G provision.

25. LABOR & LABOR COSTS

25.1 The number of personnel required for the scope of work to be commenced within the boundaries of tehsil is listed in table provided in the Section-III i.e. Technical Specifications / TORs. The cost of labor provided by the client shall not be included to the prices to be determined of Waste Collection, Mechanical Sweeping, Mechanical Cleaning, Urban

Sr. No	Personnel	Nos.
1		

will maintain and keep functional the specified number of vehicles, machinery, containers, equipment and material and shall also maintain backup vehicle and equipment.

26.2 The number of vehicles, machinery, containers, equipment and material stated in the related section are the estimated figures. At the implementation stage, if Contractor and Client make changes in the Implementation, they also make changes in the number of necessary vehicles and equipment upon joint agreement with prior approval of Client / Board of Directors

26.3 The vehicles provided by the Contractor shall be in good working condition and will be inspected by the Client before acceptance. Furthermore, the Contractor is bound to ensure vehicle branding, good aesthetics and provision of fitness certificates.

26.4 Rental cost of any property or asset, movable or immovable, including the vehicles/ machinery/ equipment to be handed over to the Contractor is not included in cost estimates. However, fuel, HR and other allied cost associated to that asset / property is included in cost estimates. Contractor shall return these properties & assets to the Client in acceptable working condition.

Manager (P &C)
81 A-1 Iran Road Satellite Town Rawalpindi
Tel: 051-9291117-9, Fax +92-51-9291116
Email: proc.rwmc@gmail.com.pk

SECTION-VII. SCHEDULE OF REQUIREMENT / WORK PLAN / DEPUTATION PLAN

Work Plan / Deputation Plan

To be submitted by the Contractor as per the TORs / Scope of Services. Client will approve the plan as per the mechanism defined in BDS, SCC and as per Section III.

Commencement of Services

(a) † The effective date for commencement of Services is fifteen (15) to thirty (30) days after signing of contract. The machinery will be mobilized within this period

(b) † The infrastructure development for TCPs & waste enclosures will be carried out within thirty (30) days from the signing of the contract without imposing any penalty. Similarly, the contractor will develop the controlled dumpsite within three (03) months from the date of signing of contract without imposing any penalty related to landfill site. However, shift arrangements will be the responsibility of the contractor during this tenure of waste disposal. In case of non-availability of government land for establishment of controlled dumpsite, rent of land will be paid to the contractor with prior approval of the Client.

Section-VIII : Sample Forms

declared ineligible under the Procuring Agency's/ country laws or official regulations.

n) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other document relating to the Bid submission and to have them audited by auditors appointed by the Procuring Agency at its expense.

o) We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it shall lead to our

THE BIDDER / CONTRACTOR

Dated _____

[Name of Bidder] (the "Bidder") hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab, Rawalpindi Waste Management Company (RWMC), any administrative subdivision or agency thereof or any other entity owned or controlled by Government of Punjab (collectively to be hereinafter referred to as "GoP") through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Bidder] certifies that it has made and will make full disclosure of all Contracts and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit whatsoever form from GoP.

Name of Procuring Agency: Rawalpindi Waste Management Company (RWMC)

Name of Bidder: _____

Signature: « « « « « « « «

[Seal]

BIDDING FORM T3 - FORM OF POWER OF ATTORNEY

KNOWN BY ALL THAT by this Power of Attorney [insert name of Bidder] (the ‡%LGGHUY·LQJ LWV KHDG RIILFH VLWXDWHGauthorizeM@ GRHV > @ 6R 0U > @ 6QRG0UU > @ ERWK RI ZKRVH VSHFLPHQ VL on behalf of the Bidder, hereinafter referred to as the attorney, to sign the Bid, the ancillary documents, the Acceptance of Notification of Award and the Contract (if awarded the Notification of Award), to negotiate, execute (under hand or under seal), sign and deliver all contracts, instruments, deeds, Contracts, applications and other documents, to make amendments to the same whether or not material, and to submit the same to the Procuring Agency, and to act for and on behalf of the Bidder and to bind the Bidder in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto, and generally to take such actions and decisions as may be necessary for the purpose of the bidding, to appear before any appropriate registrar or sub-registrar, represent the Grantor before such registrar and to do all acts and things incidental to registration of any instrument, and to do all other things and to take all necessary steps incidental to the exercise of the above powers or which the .8c<0051>40<0003>-49<0056>4e abm 013<0003>-29<0036>1

BIDDING FORM T4 – FORM OF AFFIDAVIT

[To be printed on PKR 100 Stamp Paper, duly attested by Oath Commissioner / Notary Public. To be attached with Technical Bid]

Notes for Execution of Affidavit

The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the applicable laws and the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.

This Affidavit shall be notarized with the Notary Public.

Please find below the form and substance of Affidavit.

Date: _____

To:

The Chief Executive Officer
Rawalpindi Waste Management Company (RWMC),
81 A-1 Iran Road Satellite Town Rawalpindi
Tel: 051-9291117-9, Fax +92-51-9291116
Email: proc.rwmc@gmail.com.pk

I/We, the undersigned, do hereby certify that all the statements made in the Bidding Document and in the supporting documents are true, correct and complete to the best of my

That whatever stated above is true and correct to the best of my knowledge and belief and nothing has been concealed thereto.

_____

DEPONENT

Verified on oath at _____ on this____day of _____, 2024 that the contents of the above Affidavit are true and correct to the best of my knowledge and belief.

_____

DEPONENT

WITNESSES:

a) _____

Name----------

Address----------

CNIC----------

b) _____

Name----------

Address----------

CNIC----------

BIDDING FORM T5 – BIDDER / CONTRACTOR **'S ORGANIZATION** AND EXPERIENCE

A - Bidder / contractor**'s Organization**

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - **Contractor's Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in current US$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PA:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current PKR):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated
Name of associated Contractor, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

) L U P ¶ V 1 D P H

BIDDING FORM T6 – FORM OF BID SECURITY

BANK GUARANTEE

Guarantee No._____

Executed on _____

Expiry date _____

[Letter by the Bank to the Procuring Agency]

Name of Bank (Bank) with address: _____

Name of Principal (Bidder) with address: _____

Guaranteed Amount (express in words and figures):_____

Date of Bid _____

The above premised, we (the Bank) hereby undertake irrevocably and unconditionally on demand to pay to Rawalpindi Waste Management Company (RWMC) (the Procuring Agency), without any objection, question or delay and without any notice, reference or recourse to the Bidder or to any other entity or without the necessity of any legal or judicial

withholdings of any nature whatsoever and by whomsoever imposed.

6XFK GHPDQG PXVW EH UHFHLYHG E\ XV RQ RU EH
when this Bank Guarantee shall expire and shall be returned to us.

We have been informed that the Procuring Agency may require the Bidder to extend this Bank Guarantee if the Performance Security has not been issued thirty (30) days prior to such expiry date. We undertake to immediately pay you such guaranteed amount upon receipt by us of your demand in writing and your written statement that the Performance Security has not been issued and that this Bank Guarantee has not been extended. Upon expiry, this Bank Guarantee shall be returned to the Bidder without undue delay.

The Guaranteed Amount shall be revised upon receipt by us of a notice duly signed by the Procuring Agency and the Bidder of the revised guaranteed amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual Contract by the Procuring Agency, the Bidder or any other entity of any document, Contract, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Bank Guarantee for its validity period shall not be affected in any manner by DQ\ FKDQJH LQ RXU FRQVWLWXWLRQ RU RI WKH %LGGHU
assignees and this Bank Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

The obligations of the Bank for the payment of the Guaranteed Amount, are absolute irrespective of the insolvency, bankruptcy, reorganization, dissolution and / or liquidation of the Bidder or occurrence of an event of Force Majeure such as (but not limited to) acts of God, riots, pandemics, civil commotions, insurrections, wars, strikes or lockouts, relating to the Bidder or the Bank or occurrence of any other causes beyond the control or the Bidder or the Bank or any other act or omission by Procuring Agency or occurrence of any event which but for this provision or any other provision of this *XDUDQWHH PLJKW H[RQHUDWH RU GLVFKDUJH RU UHOHD

The Bank agrees that their liability to Procuring Agency hereunder shall not be affected, reduced and/or extinguished by any disputes between the Bidder and Procuring Agency or by the existence of any litigation or arbitration between the Bidder and Procuring Agency.

The Bank represents and undertakes that the Bank has power, authority, and legal right to incur obligations under, and to exercise and deliver, and to perform and observe the terms and provisions of this Guarantee and that the Bank has complied with all necessary regulations with respect to the issuance of this Guarantee and this Guarantee

Procuring Agency¶V FRXQWU\ laws or official regulations.

m) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Procuring Agency at its expense.

n) We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it shall lead to our disqualification, forfeiture of the Bid Security and / or our blacklisting by the Procuring Agency.

o) We undertake, if our Bid is accepted, to furnish the Performance Security as per the requirements of the Bidding Document and the Contract. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Bidder / contractor`s Obligations.

p) We understand that the Bidding Document has been issued by the Procuring Agency for the Project; and if our Bid is accepted, we shall execute the Contract for the Project as per the requirements of the Bidding Document.

(Unless otherwise specified, capitalized terms used herein shall have the same meaning given to them in the Bidding Documents).

1DPH «««««««««««««««««««««««««« ««««««««

In the capacity of ««««««««««««««««««««««««««««««

6LJQHG «««««««««««««««««««««««««« ««««««««

'XO\ DXWKRUL]HG WR VLJQ WKH %LG IRU DQG RQ WKH E Bidder)

'DWH ««««««««««««««««««««««««««««««««««

[Seal]

In the presence of

[Name]
[Signature]
[Title]

[Name]
[Signature]
[Title]

BIDDING FORM F2 – FIN FORM

PRICE SCHEDULE

Name of Tehsilof Chakwal District	Total Bid Price for Three Years (PKR)
Cost of Services for Tehsil KALLAR KAHAR AND BHOUN	
Total Bid Price for Three Years (In Words);	

Note: Total Bid Price shall be inclusive of all applicable / prevailing taxes, duties, charges and other obligations as per TORs/Scope of Services

Stamp & Signature of Bidder _____

BIDDING FORM F3 – FORM OF PERFORMANCE GUARANTEE

BANK GUARANTEE

Guarantee No._____
Executed on _____
Expiry date _____

[Letter by the Bank to the Procuring Agency]
Name of Bank (Bank) with address:_____
Name of Principal (Bidder) with address: _____
Guaranteed Amount (express in words and figures):_____
Date of Bid _____

The above premised, we (the Bank) hereby undertake irrevocably and unconditionally on demand to pay to Rawalpindi Waste Management Company (RWMC) (the Procuring Agency), without any objection, question or delay and without any notice, reference or recourse to the Bidder or to any other entity or without the necessity of any legal or judicial proceedings and without any set off and without any counterclaim and without any recourse or reference to any document, contract, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

> @ -> >@@ > @
(the Guaranteed Amount)

at sight and immediately upon the receipt of the Procuring Agency¶V ILUVW ZULWWHQ GH
'HPDQG DW WKH %DQN¶V RIILFHV ORFDWHG DW > @ RU V
the Procuring Agency¶V EDQN L H > @ Procuring Agency to the Bank, such
Demand stating:

a) that the Bidder is in breach of its obligations towards the Procuring Agency; and
b) the total amounts demanded.

A Demand shall only be honored by us (i) in the case of a written Demand, if it is made by and bears the signature of an authorized officer or other representative of the Procuring Agency; or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the Procuring Agency¶V EDQN L H > @ behalf of the Procuring Agency.

We, the Bank, shall unconditionally honor a Demand hereunder made in compliance with this Bank Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the account notified in the Demand, in immediately available and freely transferable funds in the currency of this Bank Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

6XFK GHPDQG PXVW EH UHFHLYHG E\ XV RQ RU EHIRUH
Bank Guarantee shall expire and shall be returned to us.

We have been informed that the Procuring Agency may require the Bidder to extend this Bank Guarantee if the Performance Security has not been issued thirty (30) days prior to such expiry date. We undertake to immediately pay you such guaranteed amount upon receipt by us of your demand in writing and your written statement that the Performance Security has not been issued and that this Bank Guarantee has not been extended.

Upon expiry, this Bank Guarantee shall be returned to the Bidder without undue delay.

The Guaranteed Amount shall be revised upon receipt by us of a notice duly signed by the Procuring Agency and the Bidder of the revised guaranteed amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual Contract by the Procuring Agency, the Bidder or any other entity of any document, Contract, instrument or deed shall not in any way impair or affect our liabilities hereunder and may be undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Bank Guarantee for its validity period shall not be affected in any manner by any FKDQJH LQ RXU FRQVWLWXWLRQ RU RI WKH %LGGHU¶V FR and this Bank Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

The obligations of the Bank for the payment of the Guaranteed Amount, are absolute irrespective of the insolvency, bankruptcy, reorganization, dissolution and / or liquidation of the Bidder or occurrence of an event of Force Majeure such as (but not limited to) acts of God, riots, pandemics, civil commotions, insurrections, wars, strikes or lockouts, relating to the Bidder or the Bank or occurrence of any other causes beyond the control or the Bidder or the Bank or any other act or omission by Procuring Agency or occurrence of any event which but for this provision or any other provision of this Guarantee might exonerate or discharge RU UHOHDVH WKH %DQN¶V OLDELOLW\ KHUHXQGHU.

The Bank agrees that their liability to Procuring Agency hereunder shall not be affected, reduced and/or extinguished by any disputes between the Bidder and Procuring Agency or by the existence of any litigation or arbitration between the Bidder and Procuring Agency.

The Bank represents and undertakes that the Bank has full power, authority, and legal right to incur obligations under, and to exercise and deliver, and to perform and observe the terms and provisions of this Guarantee and that the Bank has complied with all necessary regulations with respect to the issuance of this Guarantee and this Guarantee constitutes a YDOLG DQG ELQGLQJ REOLJDWLRQ RQ WKH %DQN¶V SDU hereof.

In the event that the Bank fails to make payment to Procuring Agency of the full amount of any of its demands upon receipt of the first simple demand by Procuring Agency (or at the latest by close of business hours on the day of such demand), the Bank will become liable to Procuring Agency and shall make payment to Procuring Agency of an additional amount (in addition to the amount of Procuring Agency¶V GHPDQG HTXLYDOHQW WR WK Rate (at the Offer rate) plus 5% per annum of the amount of Procuring Agency¶V GHPDQG SUR rata for each day the amount is not paid by the Bank from the day of the receipt of the

demand, together with all costs and expenses incurred by Procuring Agency (including legal costs) for effecting recovery from the Bank.

All references to any contract, Contract, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Bank Guarantee.

If one or more of the provisions of this Bank Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Bank Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Bank Guarantee, and which obligations are valid and legally binding on and enforceable against us under the laws of Pakistan and under the laws of the jurisdiction where this Bank Guarantee is issued. Further, that the signatory (ies) to this Bank Guarantee is / are our duly authorized officer(s) to execute this Bank Guarantee.

This Bank Guarantee and all rights and obligations arising from this Bank Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Bank Guarantee is permitted according to the laws of Pakistan and the laws of the jurisdiction where this Bank Guarantee is issued.

This Bank Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.

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Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Yes	No
1	Copy of the receipt for purchase of tender along with Original Bidding Document with signed and stamp by authorized Pers		
2	2% Bid Security of estimated cost The Bid security must be submitted with technical proposal.		
3	Form		