# Rawalpindi Waste Management Company (RWMC)
# Government of Punjab

## BIDDING DOCUMENT

**(NATIONAL COMPETITIVE BIDDING)**
**Single Stage Two Envelope Bidding Procedure**
**Least Cost Selection Method**

## For

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

## ISSUED ON: July 2024


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# Preface

This Bidding document has been prepared by the Rawalpindi Waste Management Company (RWMC) which is based on the Standard Bidding Document issued / notified by the Punjab Procurement Regulatory Authority ("the Authority"), dated July, 2023.

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# DEFINITIONS

The following terms shall have the following meanings, unless the context otherwise requires: ³ $ F F H S W D Q F H R I 1 R W L F H has the meaning given to that term in **ITB 2.6.1**.

³**Contract** ´ means the Contract for Outsourcing of SWM Services including Primary and Secondary Collection and Transportation of Solid Waste to Dumpsite Site of Tehsil KALLAR SYEDAN and other obligations as per TORs, including all schedules attached thereto, to be entered into between the Procuring Agency and the Successful Bidder, in relation to the Project.

³ $ S S O L F D E O H / D Z V 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.

³ $ V V H W V ´ 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's Obligations. Bidder shall return the properties & assets including vehicles to the procuring agency in acceptable condition.

³**Authorized** 5 H S U H V H Q W D W L Y H has the meaning given to that term in **ITB 2.3.2**.

³ % L G 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.

³ % L G G H U means a ´person, firm or bidder / contractor who has submitted a Bid to the Procuring Agency pursuant to the Bidding Documents.

³ % L G G L Q J ' R F X P H Q W V ´ has the meaning given to that term in **ITB 2.2.1**.

³ % L G G L Q J ) R U P V ´ means the forms attached to this Bidding Document that shall be filled out by the Bidder and submitted as part of the Bid.

³ % L G G L Q J 6 X U H W \ ´ has the meaning given to that term in **ITB 2.1.1**.

³ % L G 2 S H Q L Q J has the meaning given to that term in **ITB 2.5.1**.

³ % L G 3 U L F H ´ 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**.

³ **Bid Security** has the meaning given to that term in **ITB 2.3.6**.

³ **Bidding Document** has the meaning given to that term in **ITB 2.3.7**.

³ **Clarification Request** has the meaning given to the term in **ITB 2.5.3**.

³ **Bidder / contractor Obligations** includes the services to be provided by the Successful Bidder in terms of the Contract, as specified in Bidder / contractor's Obligations of the Bidding Document.

³ **Bidder / contractor 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.

³ **Consents** means all such approvals, consents, authorizations, notifications, concessions, acknowledgements, licenses, permits, or similar items that is or are required to be, from time to time, obtained and/or maintained by the Bidder / contractor for the performance of its obligations under the Contract.

³ **Construction Camp(s)** means construction of camp(s), boundary wall and other constructions by the bidder / contractor at the TSs as per the design and specifications agreed by the Procuring Agency.

³ **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.

³ **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.

³ **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

³0DWHULDO %UHDFK RU 0DWHULDO $GYHUVH (IIHFW´ means in relation to any 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's Obligations under this Contract to the extent that the performance of the Bidder / contractor's Obligations becomes impossible.

³0DWHULDO 2EOLJDWLRQ´ means an obligation which if not fully and timely paid or performed would have a Material Adverse Effect.

³1RWLILFDWLRQ´ shall have the same meaning as given to that in **ITB 2.6.1**.

³2SHUDWLRQV 3HULRG´ 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.

³2ZQHG 0DFKLQHU\´ means the machinery / vehicles to be purchased by the Bidder / Contractor.

³3DNLVWDQL 5XSHH´ means the lawful currency of Pakistan.

³3HUIRUPDQFH *XDUDQWHH´ means the Performance Guarantee to be furnished and maintained by the Bidder / contractor in accordance with **ITB 2.6.2** and the Contract.

³3URFXUHPHQW /DZV´ 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.

³3URFXULQJ $JHQF\´ means the Client i.e. "Rawalpindi Waste Management Company (RWMC)", Pakistan located at A-81 Iran Road, Satellite Town Rawalpindi.

³3URMHFW´ means Outsourcing of SWM services including Primary, Secondary and tertiary Collection and Transportation of solid waste to Dumpsite site and De-silting / Cleaning of Nallas and Small Open Drains of ***Tehsil KALLAR SYEDAN***, 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).

³5HQWHG 9HKLFOHV´ means the vehicles to be acquired by the Bidder / contractor on rental basis from any party through legal arrangements for performance of the Bidder / contractor's Obligations, in accordance with this Bidding Document and the Contract. Submission of Fitness Certificate for the rented vehicles is mandatory before execution of the services under the Contract.

³5HTXLUHG 'RFXPHQWV´ has the same meaning given to the term in **ITB 2.6.3**.

³6XEPLVVLRQ 'HDGOLQH´ 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.**

³**Sub-** &RQWUDFWRU´ has the same meaning given to that term in **ITB 2.3.2.1 (IV)**.

³6DQLWDWLRQ &RQWUDFWRU´ 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.

³6XFFHVVIXO %LGGHU´ 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.

³7HFKQLFDO %LG´ means the technical proposal / bid submitted by a Bidder as part of its Bid pursuant to the Bidding Document.

³9HKLFOHV´ means the vehicles to be procured/ provided by the Bidder / contractor for performance of the Bidder / contractor's Obligations, in accordance with this Bidding Document and the Contract.

extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended 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 of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

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

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

xiv) A Bid received from a Bidder, shall only be considered for further evaluation in accordance with the requirements of the Bidding Document if the criteria, as set out in BDS, is fully met and any non-compliant Bid shall be rejected by the 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 the Bidding Document which may constitute a conflict of interest are not exhaustive, and the Procuring Agency shall be the sole determinant when a conflict of interest shall arise.

xv) Each Bidder shall indemnify the Procuring Agency, its affiliates and its advisors fully in respect of any damage, cost, liquidated damages or expense of any kind incurred by such person arising from a Bidder's breach of its obligations referred to above and other obligations under the Bidding Documents.

**2.1.4. Cost of Bidding**

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding 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 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 taxes 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 any 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 36A 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 the Service provider's participation 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

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 the 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

alternate methods of Procurement.

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

v) Should the Procuring Agency deem it necessary to amend the Bidding Documents a result of a clarification, it shall do so following the procedure under **ITB 2.2.3.**

vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at 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 any 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) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Document that may become necessary as a result of the pre-Bid meeting shall

Agency for any reason, whether at its own initiative or in 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 of 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 record of the content of subject communication.

v) In order to allow prospective Bidders reasonable time in which

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 it shall also comprise the following:

a. Bidders are required to specify, in their Financial Proposals, all Bidder / contractor's Taxes applicable in relation to the provision and execution of the Bidder / contractor`s Obligations;

b. The Bidder shall be responsible for the Bidder / contractor's Taxes in accordance with the requirements 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.

ii) Prices indicated on the Price Schedule shall be for Tehsil KALLAR SYEDAN of RAWALPINDI District only.

iii) Bidder shall quote bid price for complete project duration i.e. three years and evaluation will be carried out on the basis of 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. Any 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 (notified by Labor & Human Resource Department, GOPb), other mandatory regulations as per labor laws and all other obligations as per TORs/Scope of Services while preparing financial bid.

vi) The Bidder's separation of price components in accordance with ITB Clause 2.3.4(i) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

vii) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the 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 management, monitoring, supply of the items for execution as well as performance of works and services according to the Contract, expenses related to fuel, spare parts, maintenance and repair, replacement and depreciation of vehicles (solid waste collection and transportation vehicles / sweeping and washing machines) etc.

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

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

staff for execution of the Contract.

xii) Cost of any or all insurances related to and for the purpose of 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 above-mentioned costs and those mentioned in the sections of the Contract, must be considered and included in 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 (notified by Labor & Human Resource Department, GOPb), other mandatory regulations as per labor laws and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

**2.3.5. Documents Establishing Bidder ¶ V Eligibility and Qualification**

i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the 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 qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:

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

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

iv) The Procuring Agency retains the right to verify particulars regarding any information, statements and / or documents furnished with the Bid. Any Bidder found to be misrepresenting information may be disqualified at any stage 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 of 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 security's forfeiture 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. date.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.6 (i) & (iii) may be rejected by the Procuring Agency as non-responsive.

v) Unsuccessful Bidders' 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 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 proposal 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 Clause

2.6.3; **or**

ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. Is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

**2.3.7. Period of Validity of Bids**

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting of its Bid security. A Bidder accepting the request will neither be allowed nor permitted to modify its Bid.

**2.3.8. Format and Signing of Bid**

i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.

ii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature.

iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

**2.3.9. Minimum Wage rates/all applicable taxes**

i) The Bidders must adhere to the minimum wage rate (notified by Labor & Human Resource Department, GOPb) and other obligations as per labor laws and all applicable taxes (Income Tax & PRA etc.) imposed by Govt. of Punjab while preparing financial bid.

## 2.4. Submission of Bids

| | | |
|---|---|---|
| **2.4.1 Sealing and Marking of Bids** | i) | As per Rule 24 of PPRA Rules 2014, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The |

Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:

a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
(c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.

viii) The inner and outer envelopes shall:

a) be addressed to the Procuring Agency at the address provided in the BDS;
b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB.2.4.3.

ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

**2.4.2 Deadline for Submission of Bids**

i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS.**

**2.4.3. Late Bids**

i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency

pursuant to ITB Clause 2.4.2 will be rejected and returne unopened to the Bidder.

ii) The Procuring Agency shall not consider for evaluation Bid that arrives after the deadline for submission of Bids.

iii) Any Bid received by the Procuring Agency after the dead for submission of Bids shall be declared late, recor rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

i) The Bidder may modify or withdraw its Bid after the Bid ¶ V submission, provided that written notice of the modificati including substitution or withdrawal of the Bids, is received by the Procuring Agency, prior to the deadline prescribed f submission of Bids.

ii) The Bidder¶V PRGLILFDWLRQ RU ZLW prepared, sealed, marked, and dispatched in accordance the provisions of Clause (i). A withdrawal notice may also b sent by email, but followed by a signed confirmation cop postmarked not later than the deadline for submission of Bids.

iii) No Bid may be modified after the deadline for submissior Bids.

iv) No Bid may be withdrawn in the interval between the dead for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder¶V forfeiture of its Bid security (along with other remedies available under PPR 24), pursuant to the ITB Clause 2.3.7 (vii).

v) A Bidder may withdraw its Bid after it has been submitte provided that written notice of the withdrawal of the Bid, received by the Procuring Agency prior to the deadline submission of Bids.

vi) Revised bid may be submitted after the withdrawal of th original bid before the deadline for submission of Bids.

## 2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

i) The Procuring Agency will open all Bids, in public, in t

opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.

viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.

ix) If the bid opening is to be attended through the authorized representative then the bidders are advised to send in a representative fully aware with the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i).**

xi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.

xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.

xiii) A copy of the minutes of the Bid opening shall be provided to individual Bidders upon request.

**2.5.2. Confidentiality**

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report

in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

**2.5.3. Clarification of Bids**

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

ii) The request for clarification and response shall be in writing that provide record of the content of communication. No change in the prices or substance of the bid shall be sought, offered, or permitted.

iii) The alteration or modi of its89(i)18(n)23(o)-19(vi)38(de)4( )-.!

have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

ii) Arithmetical errors will be rectified on the following basis:-

a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Pursuant to ITB Clause 2.5.5 prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 26), Taxes **and Duties** (GCC Clause 28) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and shall not be allowed to subsequently be made responsive by the Bidder by correction of the non-conformity.

v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

a) meets the eligibility / evaluation criteria defined in **ITB 2.1.3**;
b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
c) has been properly signed;
d) is accompanied by the required securities; and
e) Is substantially responsive to the requirements of the Bidding Documents.

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

**2.5.5. Examination of Terms and Conditions; Technical Evaluation**

i) The Procuring Agency shall examine the Bid to confirm 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) The Client's evaluation committee shall evaluate the Technical Bids/Proposals and on the basis of their responsiveness to the Terms of Reference/scope of services and the Bid Document, applying the evaluation criteria, sub-criteria, and point system if any specified in the Bid Data Sheet. Each responsive Bid/Proposal will be given a technical score, if any indicated in the data sheet. A Bid/Proposal shall be rejected at this stage if it does not respond to important aspects of the Bid document or if it fails to achieve the minimum technical score/Mandatory Evaluation Criteria, if any indicated in the Data Sheet

iii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements 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 Client shall notify those Bidders/Service providers, who's Bids/Proposals were considered non-responsive to the bid document and TOR or did not meet the minimum qualifying technical score and their Financial Bids/Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Bidders/Service providers that have achieved/qualified the minimum overall technical score/Mandatory evaluation criteria and inform them of the date, time and location for the opening of the financial bids/Proposals. The opening date should allow the Bidders/Service providers sufficient time to make arrangements for attending the financial bid opening. The Bidders/Service provider's attendance at the opening of the Financial Bids/Proposals (in person) is optional and is at the Bidders/Service provider's choice.

v) The Financial Bids/Proposals shall be opened by the Client's Bid/evaluation committee in the presence of the representatives of those Service providers whose bids/proposals have passed the minimum technical

score/mandatory criteria and who chose to be present.

vi) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance**,** it shall reject the Bid.

**2.5.6. Correction of Errors**

i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-

a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7.**

***2.5.7. Conversion to Single Currency***

i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

In terms of PPRA of Rules 2014 for the purposes of comparison of bids prices quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

**2.5.8. Post-qualification &**

i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to

| | | |
|---|---|---|
| **Evaluation of Bids** | | perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3. |
| | i) | The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate. |
| | ii) | The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5. |
| | iii) | The **financial evaluation** of a Bid will be on the basis of Total Bid Price for three years as quoted / offered by the bidder in Price Schedule / Financial Bid Form (F1 & F2) which must be inclusive of all prevailing taxes, duties along with observance of minimum wages, regulations as per labor laws and other obligations under the TORs / Scope of Services etc. |
| **2.5.9. Contacting the Procuring Agency** | i) | Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing. |
| | ii) | Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid. |
| **2.5.10. Grievance Redressal** | i) | As per Rule-67 of PPR-14, Procuring Agency shall constitute an exclusive Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The Committee may preferably have one specialist depending upon the nature of the procurement in addition to one person with legal background. |
| | ii) | Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding Document found contrary to provision of Rule 33, and the same shall be addressed by |

the GRC well before the proposal submission deadline.

iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding Document found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.

iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).

v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted

vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## 2.6. Award of Contract

### 2.6.1. Notification of Award

i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7.

**iv)** The successful bidder will provide stamp papers as per stamp paper Act II of 1899 and as per requirement of Procuring

| | | |
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| | Agency. | |
| **2.6.2. Performance Guarantee** | i) | Within Fifteen (15) days of the receipt of notification of award from the |

**2.6.6. Procuring Agency ¶ V 5 L J ƙ Accept or Reject All Bids**

i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

ii) The Bidders shall be promptly informed about the rejection of the Bids, if any

iii) The Procuring Agency shall upon its request communicate to any Bidder, the grounds for rejection of all Bids or proposal, but shall not be required to justify those grounds.

**2.6.7. Re-Bidding**

i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

**2.6.8. Corrupt or Fraudulent Practices**

i) The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as defined under in Section-2 (d) of PPRA, Act, 2009,

*"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

*i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*

*ii. collusive practice by arrangement between two or more*

*some of the procuring agencies for a specified period.*

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

*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.]*

*As per rule 21 of PPR-14:*

***21. Blacklisting**.–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

*(a) acted in a manner detrimental to the public interest or good practices;*

*(b) consistently failed to perform his obligation under the Contract;*

*(c) not performed the Contract up to the mark; or*

*(d) Indulged in any corrupt practice.*

*(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:*

*(a) shall forward the decision to the Authority for publication on the website of the Authority; and*

*(b) May request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.*

*(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*

*(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

*(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

*(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring*

*agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

*As per Schedule appended with PPR-14:*

***SCHEDULE***

*see sub-rule (6) of rule 21*

***BLACKLISTING MECHANISM OR PROCESS***

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
   - *(c) The statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in 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 hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*

14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*

15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*

16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*

17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

**2.6.9 Integrity Pact**

2.6.9.1 Each Bidder shall sign and stamp the Bidding Form T2 (Form of Integrity Pact) provided in the Bidding Document (the "Integrity Pact"). Failure to provide

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 shall be responsible for procuring the relevant insurances relating to the Bidder / contractor`s Obligations, including those required under law and for theft and arson of the vehicles and workers` insurance (other than any insurances which may be the responsibility of the Employer). All fees, costs and other expenditures relating to such insurances shall be borne by the Bidder / contractor.

2.6.10.2 Furthermore, the cost for insurances may be included in the Financial Proposal by the Bidders. The Bidders are required to specify all the insurances that typically required for the project of this nature including those specified in the Agreement.

2.6.10.3 The Bidder / contractor shall be responsible for safeguarding of work and workplaces and shall take all insurances required by pertinent legislations and submit the policies thereof to the Employer. The Bidder / contractor shall be responsible for any damages caused by its staff, personnel, assignees, Sub-Contractors etc. including staff outsourced/handed over by RWMC, in respect of work performed under the Agreement.

2.6.10.4 The Bidder / contractor shall indemnify the RWMC, its employees against all losses and claims in respect of:

I. Death or injury to any person, due to accident.
II. Loss or damage to any vehicle, plant, property which may arise out of accident or public riot or in consequences of performing the Bidder / contractor`s Obligations and against all claims, proceedings, damages, cost, charges and expenses, whatsoever in respect of or in relation thereto.
III. Defects in Bidder / contractor's performance of the Bidder / contractor`s Obligations.
IV. Actions and omissions of the Sub-Contractor.
V. The Bidder / contractor shall be directly responsible for the choice or use of defective or non-compliant tools or machineries, deficiencies of performance in works and services, mistakes in sufficient supervision or any failure to incur other losses and damages which may occur due to similar reasons.

## 4.1. Bid Data Sheet (BDS)

| | | |
|---|---|---|
| **A.** | | **Introduction** |
| **BDS Clause Number** | **ITB Number** | **Amendments of, and Supplements to, Clauses in the Instruction to Bidders** |
| **1.** | **2.1.1** | **Name of the Procuring Agency:**<br><br>Rawalpindi Waste Management Company (RWMC)<br><br>The subject of procurement is: **OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES (ALONG WITH AVAILABLE RESOURCES) FOR TEHSIL KALLAR SYEDAN (RURAL & URBAN AREAS)**.<br>The Procuring Agency wishes to conduct National competitive bidding process for the subject procurement as per the TORs / Scope of Services defined in Section-III of this Bidding Document. However, The Procuring Agency is not bound to accept any or all Bids and reserves the right to annul the Bidding Process at any time prior to award of the Contract without thereby incurring any liability to the Bidders.<br><br>A bidder can bid in as many tehsils as he like in same district and contract may also be awarded for as many tehsils as he won being the lowest against non-identical resources regarding availability of Bank Balance / Credit Limit, Specialized Machinery & Key Personnel. |
| **2.** | **2.1.2** | Financial year for the operations of the Procuring Agency:<br>[***2024-25***]<br>Name of financing institution: ***Government of the Punjab.*** |
| **3.** | **2.1.3 (iv)** | Alteration / amendment in a JV / Consortium (formed at pre-qualification stage) shall not be allowed. |
| **4.** | | Ineligible country(s) is **India** & **Israel** |
| **B.** | | **Bidding Documents** |
| **5.** | **2.2.2** | The address for clarification of Bidding Document mentioned below.<br>*The contact information for requesting clarifications is as under;*<br><br>***Manager (P & C)***<br>***81 A-1 Iran Road Satellite Town Rawalpindi***<br>*Tel: 051-9291117-9, Fax +92-51-9291116*<br>*Email: proc.rwmc@gmail.com.pk* |
| **6.** | **2.2.2** | Pre-bid meeting will be held at below address with and date;<br><br>**July 18, 2024 Timing 11:00 Hours PST**: |

| | | |
|---|---|---|
| | | ***Manager (P & C)***<br>***81 A-1 Iran Road Satellite Town Rawalpindi***<br>*Tel: 051-9291117-9, Fax +92-51-9291116*<br>*Email: proc.rwmc@gmail.com.pk* |
| **7.** | **2.3.8** | The number of documents to be completed and returned One original (01) and One True Copy of original and same will be signed by Authorized Person along with one soft copy in a separate USB. |
| **C.** | | **Bid Price, Currency, Language and Country of Origin** |
| **8.** | **2.3.1** | The language of the Bid is English. All correspondence shall be in the English language. |
| **9.** | **2.3.3 (iv)** | Prices shall be fixed for contract period inclusive of all Applicable Taxes. However, price adjustment will be made at the time of invoice processing as specified in clause 9 of SCC. |
| **10.** | **2.3.4** | The price quoted shall be in **PKR** |
| **D.** | | **Preparation and Submission of Bids** |
| **11.** | **2.1.3** | **Mandatory criteria for Tehsil KALLAR SYEDAN:-**<br><br>*i)* Pre-Qualified Bidders / Shortlisted Bidders are only eligible. |
| **12.** | **2.4.2** | The deadline for Bid submission is;<br><br>Date & Time: **July 25, 2024** till **1400** Hours (PST)<br><br>***Manager (P & C)***<br>*81 A-1 Iran Road Satellite Town Rawalpindi*<br>*Tel: 051-9291117-9, Fax +92-51-9291116*<br>*Email: proc.rwmc@gmail.com*] |
| **13.** | **2.5.1** | Time, date/ Month/ Year, and place for Bid opening.<br><br>Date & Time: **July 25, 2024** at **1430 Hours** (PST).<br><br>The Proposal submission address is as under;<br><br>**Manager (P & C)**<br>81 A-1 Iran Road Satellite Town Rawalpindi<br>Tel: 051-9291117-9, Fax +92-51-9291116<br>Email: proc.rwmc@gmail.com |

<table>
<tr><td>14.</td><td>2.6.2</td><td>Amount of Performance Guarantee: As per rule 56 of PPR-14, a performance guarantee at the rate of 05% of Contract Price for three years as offered by the contractor. The Contractor shall provide Performance Guarantee 3 months beyond project duration i.e. (Three Years) to the Client. The said guarantee shall be furnished or caused to be furnished by the Contractor within Fifteen (15) days after the receipt of the Letter of Acceptance.<br><br>The Performance Guarantee shall be denominated in a currency of the Contract, or in a freely convertible currency acceptable to the Procuring Agency, and shall be in following form;<br><br>An unconditional Bank Guarantee;<br><br>Issued by any scheduled bank acceptable to the procuring Agency located in Pakistan; and in the form provided in the Bidding Document or another form acceptable to the Procuring Agency.</td></tr>
<tr><td>15.</td><td>2.3.6</td><td>Bid Security, in favor of Rawalpindi Waste Management Company shall be 2% of the estimated cost in shape of Bank Guarantee or any other form acceptable to the Procuring Agency. Bid Security should be submitted along with Technical Proposal:
<table>
<tr><th>Sr.</th><th>Tehsil of RAWALPINDI District</th><th>Estimated Cost for 3 Years (Rs.)</th><th>Bid Security @ 2%</th></tr>
<tr><td>1</td><td>KALLAR SYEDAN (City and Rural Areas)</td><td>1,427.61 Million</td><td>28.55 Million</td></tr>
</table></td></tr>
<tr><td>16.</td><td>2.3.7</td><td>Bid validity period after opening of the Bid is: 180 Days</td></tr>
<tr><td>17.</td><td>2.3.8</td><td>Number of copies of the Bid to be provided are: 01 True Copy of proposal.<br><br>Note: In case of conflict between the Copy and Original Proposal, the original proposal will prevail.</td></tr>
<tr><td colspan="2">E.</td><td>Opening and Evaluation of Bids</td></tr>
<tr><td>18.</td><td>2.3.4</td><td>Prices of Bid will be in PKR</td></tr>
<tr><td colspan="3">F. Bid Evaluation Criteria</td></tr>
</table>

| | | |
|---|---|---|
| **19** | **2.5.8** | **Evaluation Criteria to Bid;**<br><br>***Below is the Technical Evaluation Criteria based on the Scope for Tehsil KALLAR SYEDAN;*** |

| Sr. | Criteria | Requirement | Total Marks |
|---|---|---|---|
| **1** | **Financial Capability** | | **20** |
| **i** | Average Annual Turnover of at least **Rs.500 Million** in last three (03) years.<br>• No Marks will be given if the Annual Audit Reports of last three years (2020-21, 2021-22, 2022-23) duly certified by chartered accountant are not attached. | • Full Marks if average annual turnover is Rs.500 million or more.<br>• 50 % Marks if average annual turnover is less than Rs.500 million but greater than or equal to Rs.350 million.<br>• No marks will be given if average annual turnover is less than Rs.350 million. | **10** |
| **ii** | Bank Balance / Credit Limit<br>If bank balance + credit limit up-to 24th July, 2024 is equal to or more than Rs. **112 million**, full marks will be awarded.<br><br>Otherwise, the marks may be awarded as;<br><br>Closing balance + Credit Limit x 10 _____<br><br>No Marks will be given if bank balance + credit limit is less than **Rs.78.4 million**.<br><br>No marks will be given if the latest / valid Credit line certificate and Bank Statement up to (one day before the bid submission date i.e. July 25, 2024) is not attached. | Proof of cash availability in terms of Bank statement, or available Credit facility must be provided not older than 24th July 2024.<br><br>• Availability of 70% Financial Resources: 03 Marks<br>• Availability of 80% Financial Resources: 05 Marks<br>• Availability of 90% Financial Resources: 07 Marks | **10** |
| **2.** | **Proposed Work-Plan and Management** | | |
| **2.1** | Compliance of operational plan as per scope of work defined in Section-III covering the following major points;<br><br>➢ Door to Door Collection<br>➢ Container Based Collection<br>➢ Manual Sweeping & De-silting<br>➢ Waste Disposal Strategy<br>➢ Secondary Collection & Landfill Site Management<br><br>• Bidder will submit a detailed operational / execution plan explaining the methodology of waste collection, | | **40** |

<table>
<tr><td></td><td></td><td>
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<tr><td></td><td>transportation and disposal of waste.<br>• 40 Marks will be given if bidder's execution plan and methodology complies with the mentioned specifications / TORs. Marks will be evaluated by the Technical Committee.<br>• If the bidder deviates from the mentioned specification / TORs, they will be evaluated & marked by the Technical Committee accordingly.<br><br>The decision of the Technical Evaluation Committee / Management Procurement Committee will be final in this regard.</td><td></td></tr>
<tr><td colspan="3">3. Key Personnel</td></tr>
<tr><td>3.1</td><td>Key Personnel of firm / Company<br><br>The verification of engineers will be confirmed from Pakistan engineering council online website or verified through PEC acknowledgement receipts which must be Attached by the bidder. No marks will be given if the employment status did not show employed with the firm at online verification of PEC website or if bidder does not attach acknowledgement receipt.<br>Bidders will provide CV's, experience certificates, affidavit of employees on judicial stamp paper. No marks if required documents are not attached.</td><td>10</td></tr>
<tr><td colspan="3">
<table>
<tr><th>Sr.</th><th>Qualification & Experience</th><th>Marks</th></tr>
<tr><td>i</td><td>One Project Manager having minimum sixteen years education in the field of Business Administration or related discipline with 5 years' or above relevant experience.</td><td>2 Marks of qualification & 2 Marks of experience</td></tr>
<tr><td>ii</td><td>One Engineer having minimum sixteen years education in the field of Environmental / Mechanical / Civil Engineering or related discipline with 5 years' or above relevant experience.</td><td>2 Marks of qualification & 2 Marks of experience</td></tr>
<tr><td>iii</td><td>10 HTV Drivers having valid License, minimum 03 Years old</td><td>0.20 mark for each driver</td></tr>
</table>
</td></tr>
<tr><td colspan="3">4 Specialized Machinery</td></tr>
<tr><td>4.1</td><td>The additional machinery must be ensured by the bidder in terms of rental deed or ownership as defined in technical specification of section (III).<br><br>Marking criteria is as follows;<br><br>i) Availability of 100% total machinery: 30 Marks<br>ii) Availability of <100% but ≥90% of total machinery: 20 Marks<br>iii) Availability of <90% but ≥80% of total machinery: 15 Marks<br>iv) No marks if the availability of machinery is <80%</td><td>30</td></tr>
<tr><td colspan="2">Total Marks</td><td>100</td></tr>
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| | | |
|---|---|---|
| | | • A bidder can participate in any tehsil by submitting non-identical resources for each tehsil regarding Bank Balance / Credit Limit, Specialized Machinery & Key Personnel as required above in Evaluation Criteria.<br>• The applicant must score **65** marks to qualify.<br><br>National Competitive Bidding shall be conducted under **Single Stage Two Envelope** bidding procedure with Least Cost method as stipulated in PPRA Rules 2014, as amended from time to time. The bid shall be a single sealed package consisting of two separately sealed envelopes, containing separately the Technical and Financial Proposal. The envelopes shall be marked as "Technical Proposal" and "Financial Proposal" as described in rule 38 (2) (a) of PPRA Rules 2014.<br><br>Note: Bidders shall fill the prices in the price schedule of this bidding document and shall submit the original bidding document in the financial bid. However, copy of the bidding document without price schedule will be submitted in the technical bid. Each page of the bidding document must be signed and stamped by the authorized person of the bidder.<br><br>Bids will be evaluated on the Basis of Total Bid Price as per the Scope of services and contract will be awarded to the lowest evaluated bidder. |

## G. Award of Contract

| | | |
|---|---|---|
| **20** | **2.6.5** | Percentage for quantity increase or decrease is: 15% as per PPRA Rules 2014. |
| **21** | **2.6.2** | The Performance Guarantee shall be: 5% of Total Contract Price for Three Years. |
| **22** | **2.6.2** | The Performance Guarantee shall be in the form of: Unconditional Bank Guarantee from any scheduled bank of Pakistan acceptable to the procuring agency having validity 3 months beyond the contract / project duration. |

**NOTIFICATION OF AWARDS**

[Date]

To:
[Name and address of the Successful Bidder]

*Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Bidding Document.*

This is to notify you that your Bid consisting of the Technical Proposal and the Financial Proposal dated ---------- 2024 for execution of the Contract for KALLAR SYEDAN (the "Contract") for the **Total Bid Price For Three Years**_____
(

# DRAFT CONTRACT

Contract No._____

**Draft Contract**

**For**

**OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES (ALONG WITH AVAILABLE RESOURCES) FOR TEHSIL KALLAR SYEDAN**
**(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 "the 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 _____ (Hereinafter referred to as the "CONTRACTOR" which expression, 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 KALLAR SYEDAN (Rural & Urban Areas)** ´ Herein referred to as ³3 5 2 - ( & 7´

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 words and figures] (hereinafter called "the Contract Price");

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. (In case of discrepancy between the Documents, the following sequence will prevail);

(a) Complete Bidding Document (Signed & Stamped)
(b) The Bid Form and the Price Schedule submitted by the Bidder;
(c) The Schedule of Requirements/Work Plan/Deputation Plan;
(d) The Technical Specifications / TORs (Scope of Services);
(e) SOPs, KPIs, Plans and Maps
(f) The Special Conditions of Contract; and
(g) The General Conditions of Contract;
(h) The Procuring Agency's Notification of Award / LOA.
(i) Addendum (if any)

3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring

Agency to provide the services in the project site ces

# Section-V: Part I-General Conditions of Contract

**1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the Contract entered into by and between the Client / Procuring Agency and the service Provider / Contractor, as recorded in the Contract Form signed by the parties, including all attachments, appendices and annexures thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Contractor / Service Provider under the Contract for the full and satisfactory performance of its contractual obligations to provide services in the project site as per the provisions laid down in the Contract.

(c) "The Goods" means all the equipment, machinery, and/or other materials which the Service Provider / Contractor is required to supply to the Procuring Agency / Client under the Contract.

(d) "Municipal Solid Waste (MSW)" includes all but not limited to items from homes and businesses whatsoever that people no longer have any use for commonly called trash or garbage and include items such as food waste, paper, plastics, textiles, rags. Leather, wood, green garbage such as grass and leafs etc. glass, metals, sanitary waste in septic tanks, and other waste such as demolition and construction debris.

(e) "Primary Municipal Solid Waste Collection" consists of the door to door collection of waste from the point where it is placed by the person or organization that has produced it and/or wherever it is found in the Project Territory.

(f) "Secondary Municipal Solid Waste Collection" includes picking up MSW from community bins, waste storage depots, or transfer stations and transporting it to waste processing sites or to the final disposal sites.

(g) "The Services" means all services ancillary and related to the Services of Solid Waste Management for collection of Primary & Secondary Waste Collection, Sweeping & Washing of Manual and Mechanical and clearance of De-siting/cleaning of Nallas and Small Open Drains, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Service Provider covered

under the Contract.

(h) "Specifications" mean the document as listed in the Contract Data, including Client's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such documents.

(i) "Plan and Map" means the Contractors plans and maps of the Services as listed in the Contract Data and any Variation to such plans and maps.

(j) "Contract Period" means the time period for the Services (or as extended under Sub-Clause 8.2 calculated from the Commencement Date.

(k) "GCC" means the General Conditions of Contract contained in this section.

(l) "SCC" means the Special Conditions of Contract.

(m) "The Procuring Agency" means the organization procuring the Services, as named in SCC.

(n) "The Procuring Agency's country" is the country named in SCC.

(o) "The Service Provider" means the Bidder / Contractor or firm / bidder / contractor supplying/ Joint Ventures/Consortium / rendering the Services under this Contract.

(p) "The Project Site," where applicable, means the place or places named in SCC.

(q) "Day" means calendar day.

**(r) Other Definitions;**

i) "Contractor's Equipment" means all machinery, vehicles, equipment, apparatus and plants and other things required for the execution of the Contract Services.
ii) "Country" means the Islamic Republic of Pakistan.
iii) "Client Risk" means those matters listed in Sub-Clause 8.5.3.
iv) "Force Majeure" means an event or circumstance which makes performance of a Party's obligations impracticable and which is beyond that Party's reasonable control and as explained in clause 15.2.
v) "Materials" mean things of all kinds to be supplied, machinery, equipment and incorporated in the Services by

extend only as far as may be necessary for purposes of such 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 records relating to the performance of the Service Provider 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 SCC / 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 under the Contract, including any warranty obligations, unless specified otherwise in SCC.

| | |
|---|---|
| **7. Incidental material** | 7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC: |
| **8. Commencement of Services Starting Date / Effective Date of Commencement** | The Service Provider shall commence services within the period specified in **SCC** after the date the Contract becomes effective, but in no case it shall be without the receipt of performance guarantee. |
| **9. Time Schedule of Services** | The time schedule of Services is specified in the **SCC.** |
| **10. Payment** | 10.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be as specified in SCC.<br><br>10.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.<br><br>10.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the work is satisfactory and duly verified by the representative(s) of Procuring Agency / Client deputed and authorized in this regard.<br><br>10.4. The currency of payment would be PKR. |
| **11. Prices** | 11.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC. |
| **12. Contract Price** | 12.1. The price payable in Pak Rupees (PKR) is set forth in **SCC** |
| **13. Price Escalation / De-Escalation and Change in the Applicable Law** | 13.1. Price adjustment will be allowed in this contract as explained in Special Conditions of the Contract (SCC). |
| **14. Change Orders** | 14.1. The Procuring Agency may at any time pursuant to GCC Clause 15, by a written order given to the Service Provider / Contractor, make changes within the scope of the Contract or any additional scope of work, only if it is established and admitted as inevitable for the successful completion of the services with prior approval of Board of |

Directors, RWMC.

14.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order.

**15. Contract Amendments**

15.1. Subject to GCC Clause 14, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**16. Assignment**

16.1. The Service Provider / Contractor may execute subcontracting in a year for services with prior written approval of the Procuring Agency / Client.

**17. Sub-Contracts**

17.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

17.2. Subcontracts must comply with the provisions of GCC Clause 16.

**18. Delays in the 6HUYLFH 3U Performance**

18.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.

18.2. If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). The Procuring Agency after receipt of the service provider's such notice shall evaluate the situation and if deemed appropriate and rationale, the Procuring Agency may extend the Service Provider's—time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under GCC Clause 21, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

**19. Liquidated Damages**

19.1. Notwithstanding to GCC Clause 21, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the

Contract Price, as liquidated damages, a sum equivalent to the 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 the percentage specified in SCC. Once the maximum deduction is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 20 along with other remedies available under PPR-14.

**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 mean the practice defined as per Section 2(d) of The PPRA Act, 2009 read with Rule 21(d) of PPRA 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 terms 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 costs 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 it delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such 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, the

Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

21.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**22. Termination for Insolvency**

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

**23. Termination for Convenience**

23.1. The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

23.2. The Services that are complete within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, the Procuring Agency may choose:

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

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

**24. Resolution of Disputes**

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

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

partners in case of Partnership Fir and The Chief Executive, all the executive and non-executive directors, all shareholders in case of a limited liability company forming Joint Venture in any combination thereof and his/her/their successors in interest, legal heirs, legal representatives, executors and permitted assigns shall be jointly and severally liable including for the purposes of recovery of amounts as laid out in clause 31.1.

**32. Labor Laws**

32.1. Service Provider shall comply with all Labour laws for the time being in force including but not limited to Social Security, EOBI & GLI etc. Service Provider shall also strictly ensure minimum wages to unskilled Labour as fixed by the Government from time to time. There shall be zero tolerance as regards the rights of Labour.

# Section-VI. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

## 1. Definitions (GCC Clause 1)

GCC 1.1 (g)— The Procuring Agency is: Rawalpindi Waste Management Company (RWMC)

GCC 1.1 (h)— The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Service Provider is: M/s----------

GCC 1.1 (j)—The Project Site is: Tehsil KALLAR SYEDAN (Urban and Rural AREAS)

## 2. Performance Guarantee (GCC Clause 6)

GCC 6.1— **Performance Guarantee:** As per rule 56 of PPR-14, a performance guarantee at the rate of 05% of the Contract Price of Three Years shall be provided by the successful bidder who is awarded the contract. The Contractor shall provide Performance Guarantee for the three months beyond the project duration to the Client. The said guarantee shall be furnished or caused to be furnished by the Contractor within Fifteen (15) days after the receipt of the Notification of Award / Letter of Acceptance.

GCC 6.3— **Form of Performance Guarantee:** An unconditional bank guarantee should be issued by a scheduled bank located in the Procuring Agency's country, in the form provided in the Bidding document or another form acceptable to the Procuring Agency or issued by a foreign bank through a correspondent bank acceptable to the Procuring Agency located in Pakistan, and in the form provided in the bidding document or another form acceptable to the Procuring Agency. No other mode of performance guarantee will be accepted other than bank guarantee.

GCC 6.4 (a)— **Releasing the Performance Guarantee:** The performance security shall be returned to the contractor upon determination that the obligations under this Agreement have been dully fulfilled in accordance with the provisions of this Agreement and the tender documents, and the contractor has no liability toward the client regarding the work thereof. In case of liabilities of the contractor to the client and other public offices under this contract, the Performance Security shall be converted in to cash and set off against such liabilities and the remaining portion, if any, shall be returned to the contractor without any further notice and judgment.

## 3. Commencement of Services (GCC Clause 8)

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 th the 20(s)-10(i)38(de)4(r)-6(a)4(t)-41(i)38(o)-19(n)20( )-9(o)-19(f)33( )-9(t)-21(hi)18(s)9( )-9(C)7(o)-

The Contractor shall comply with all instructions given, in accordance with the Contract, by the Client.

**(v) Approvals;**

No approval or consent or absence of comment by the Client shall affect the Contractor's obligations.

GCC 9.1 (d) — & O L H Q W ¶ V 5 H;S U H V H Q W D W L Y H V

**(i) Authorized Person;**

The Client may appoint a duly authorized person to act for it and on its behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case, the Client may notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

**(ii)** & O L H Q W ¶ V 5 H S U H V H Q W D W L Y H

The name and address of Client's Representative is given in the Contract Data. However, the Contractor shall be notified by the Client, the change of representative and the delegated duties and authority before the Commencement of Services.

GCC 9.1 (e)— **The Contractor;**

**5. Obligations of Contractor**

**(i)** The Contractor shall carry out the Services properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, Materials, Plant and equipment which may be required under the Contract however waste collected will remain the property of the client.

**(ii)** The Contractor shall procure / purchase its own machinery at least 30% of total machinery as specified in Section-III during first year of the contract.

**(ii)** The movable & immovable assets / properties / machinery / vehicles etc. which will be acquired by the contractor from the Procuring Agency during this contract shall remain under the ownership of Procuring Agency and Contractor shall be bound to return back the same to the Procuring Agency in acceptable condition after the completion of contract and / or termination of contract what so ever.

**(iv)** & R Q W U D F W R U ¶ V **Fee Collection Services** V I R U

**I. Fee Collection Responsibilities:**

The contractor providing sanitation services in the Tehsil shall also be responsible for fee collection from the households and commercial entities etc. on the prescribed rates by GOPb and based on the customer database to be provided by the client.

## II. Administrative / Collection Charges:

The contractor will be entitled to administrative / collection charges at the incremental / slab based ratios prescribed below in Table 11.1 for the amount of fee collected. However if the contractor fails to collect the desired target (25%, 40%, 60% for year 1, 2, 3 respectively), the contractor shall be penalized at the incremental / slab based ratios prescribed below in Table 11.2.

## III. Fee Deposit and Payment Process:

- The Contractor shall deposit full amount (100%) of fee collected into the bank account provided by RWMC.
- The contractor will submit separate invoice for administration charges on the fee collected on monthly basis.

## IV. Commencement of Fee Collection:

Fee collection from households and commercial entities etc. shall commence on a date specified by the client but not later than four months after the execution of the contract. However contractor will ensure zero billing to consumers in that period.

## V. Digital Billing System:

RWMC will establish a digital billing system to facilitate the contractor in fee collection.

## VI. Enforcement of Bill Recovery:

RWMC, local governments and the District Administration will enforce and facilitate the bill recovery mechanism under the powers granted to them by the Local Government Act and applicable rules.

## VII. Fee Charges Compliance:

The contractor is obligated to collect and submit fee charges according to the rates notified by the Government of Punjab (GOPb.).

### Table-11.1: Admin. / Collection Charges Mechanism for Fee Collection

| Fee Collection Target (of assessed value) | Fee Collected | Contractor Share / Admin. Charges |
|---|---|---|
| **25% (1st Year)** | 25% | 10% of the Fee Collected |
| | 25% to 50% | 10% + 15% of the additional collection |
| | 50% to 80% | 10% + 15% of the additional 25% + 20% of the remaining |

| | | |
|---|---|---|
| | 80% to 100% | 10% +<br>15% of the additional 25% + 20% of the additional 30% collection + 25% of the remaining |
| **40%<br>(2nd Year)** | 40% | 10% of the Fee Collected |
| | 40% to 60% | 10% +<br>15% of the additional collection |
| | 60% to 80% | 10% +<br>15% of the additional 20% + 20% of the remaining |
| | 80% to 100% | 10% +<br>15% of the additional 20% + 20% of the additional 20% + 25% of the remaining |
| **60%<br>(3rd Year)** | 60% | 10% of the Fee Collected |
| | 60% to 80% | 10% +<br>15% of the additional collection |
| | 80% to 100% | 10% +<br>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%<br>(1st Year)** | >20% to <25% | No Administrative / Collection Charges to the Contractor, No penalty |
| | >15% to ≤20% | No Administrative / Collection Charges &<br>1% deduction from the monthly Invoice of the Contractor against SWM Services |
| | >10% to ≤15% | No Administrative / Collection Charges<br>2% deduction from the monthly Invoice of the Contractor against SWM Services |
| | >5% to ≤10% | No Administrative / Collection Charges<br>5% deduction from the monthly Invoice of the Contractor against SWM Services |
| | Less than 5% | Termination proceedings under the contract |
| **40%<br>(2nd Year)** | >25% to <40% | No Administrative / Collection Charges to the Contractor, No penalty |
| | >15% to ≤25% | No Administrative / Collection Charges<br>1% deduction from the monthly Invoice of the Contractor against SWM Services |
| | >10% to ≤15% | No Administrative / Collection Charges<br>2% deduction from the monthly Invoice of the Contractor against SWM Services |
| | >5% to ≤10% | No Administrative Charges<br>5% deduction from the monthly Invoice of the Contractor against SWM Services |
| | Less than 5% | Termination proceedings under the contract |
| **60%<br>(3rd Year)** | >30 % to <60% | No Administrative Charges to the Contractor, No penalty |

| | | |
|---|---|---|
| | >20% to ≤30% | No Administrative Charges<br>1% deduction from the monthly Invoice of the Contractor against SWM Services |
| | >10% to ≤20% | No Administrative Charges<br>2% deduction from the monthly Invoice of the Contractor against SWM Services |
| | >5% to ≤10% | No Administrative Charges<br>5% deduction from the monthly Invoice of the Contractor against SWM Services |
| | Less than 5% | Termination proceedings under the contract |

**(i)** &RQWUDFWRU¶V 5HSUHVHQWDWLYH

The Contractor shall appoint a representative at site on full time basis to supervise the execution of service and to receive instructions on behalf of the Contractor. The Contractor shall inform the Client in writing regarding the appointment of such representative. Such authorized representative may be substituted / replaced by the Contractor at any time during the Contract Period but only after informing the Client as aforesaid.

GCC 9.1 (f)— &RQWUDFWRU¶V 3ODQV DQG 6FKHGXOHV

The Contractor shall carry out plans and schedules to the extent specified in the Technical Specifications / TORs. The Contractor shall promptly submit to the Client all plans and schedules prepared by him. Within Seven (07) days of receipt, the Client shall notify any comments or, if the plans and schedules submitted are not in accordance with the Contract, shall reject it stating the reasons.

The Contractor shall carry out all elements of the Services planned and schedules submitted/ approved by client within Seven (07) days after the plan and schedules have been submitted/ approved by+ the Client. Plans and schedules that have rejected shall be promptly amended and resubmitted for approval of client. The Contractor shall resubmit all plans and schedules commented on taking these comments into account as per the Contract.

## 6. Payment (GCC Clause 10)

GCC 10.1 (A)— **Terms of Payment:** The contract price including the increases / decreases that may occur due to the additional work or price escalation / de-escalation shall be paid by the Client under the following terms and conditions;

(i) All payments, under this contract shall be made from the bank account of the Client to the Contractor account only. The contractor shall submit the details of bank account in the legal name of the Contractor to the Client for payment.

(ii) In case of Joint Venture / Consortium payment shall be made to the Joint Venture Account.

(iii) Payments other than the contractor shall not be allowed.

**a) Quantities:** The services set out in the TORs are the estimated quantities for the services and they are not to be taken as the actual quantities of the Services to be executed by the Contractor in fulfillment of his obligations under the Contract.

**b) Services to be measured & method:** The Client shall measure the services based on digital monitoring system / KPIs and Village / Ward Committees or any method defined by the Client. Till the time digital monitoring system is not deployed, services will be measured as per KPIs manually through hierarchy defined by the Client.

**c) Monthly Invoice;**

The Contractor shall be (is) entitled to be paid the value of the Services executed at monthly intervals, The Contractor shall submit, each month to the Client, an invoice showing the amounts to which he considers

Any sums to which the Contractor is entitled under the contract.

Any sums to which the Client is entitled.

**Note:** In case of Joint Venture, payment will be made on the name of the Joint Venture Bank Account.

## 7. Prices (GCC Clause 11)

GCC 11.1— Prices shall be fixed for contract period inclusive of all Applicable Taxes. However, price adjustment will be made at the time of invoice processing as specified in clause 8 of SCC.

## 8. Contract Prices (GCC Clause 12)

GCC 12.1 (a)—This Agreement is a lump sum price contract and made for the price _____ (in figures) _____ (in words)_____.

| Name of Tehsil | Total Bid Price for Three Years (PKR) |
|---|---|
| Cost of Services for Tehsil KALLAR SYEDAN | |
| Total Bid Price for Three Years (In Words); | |

GCC 12.1 (b)—Regarding the performance of the work subject to the tender, any and all expenses related with fuel, insurance, managerial staff, spare parts, maintenance, repair, depreciation, transportation, vehicles, containers and equipment as well as costs of transportation, cleaning supplies in connection with the performance of work under the tender, are included in the bid price. The management cost of the employees to be employed under this contract/in work of tender and employees provided by the Client are included in the bid price.

GCC 12.1 (c)—Pursuant to the laws of Pakistan, all payable taxes and duties required to be paid by the Contractor are included in the bid price including withholding income tax, sales tax and custom duties etc. Any change in amount of taxes by the government shall be borne by the contractor.

## 9. Price Variation (Increase or Decrease) / (Escalation / De-Escalation) (GCC Clause 13)

GCC-13.1 (a): **Increase and Decrease of Cost**

| Escalation Factor Working | | | |
|---|---|---|---|
| **Particulars** | **%age** | **Adjustment Factors** | |
| Fuel Cost | 30.85% | C | Fuel Rate as on July 04, 2024 as per PSO (High |

| | | | |
|---|---|---|---|
| | | | 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%** | | |

*Pn = P Price Adjustment Factor*

| | |
|---|---|
| *A* | |
| *B* | |
| *Ln* | |
| *Lo* | |
| *C* | |
| *Fn* | |
| *Fo* | |

## Escalation Factor for the month

The amount payable to the Contractor, shall be adjusted in respect of the rise and fall in the cost of labor and fuel by applying to such amount the formula prescribed below;

Pn = A + b (Ln/Lo) + c (Fn/Fo)

Where,

"Pn" is the Price Adjustment factor for the work carried out in the period "n".
"A" is the constant or the Non-Adjustable Portion of the Price Adjustment Factor.
"b", "c" are coefficients or weightage s of the order of 0.xx (i.e., fractions have two significant digits) for each specified element of adjustment in the Contract. The sum of A, b, c, etc., shall be one.

"Lo", "Fo" are the Base Date Indices for the Labor and Fuel which are adjustable elements.
"Ln", "Fn" are the Current Date Indices of the Labor and Fuel which are also adjustable elements for the period "n" i.e. Invoice Period. If "P" is the amount payable (prior to adjustment) at the rates entered in the Price Schedule of the work carried out in period "n" then, Adjusted amount payable to the Contractor for the work carried out in the period "n" shall be equal to Pn*P.
Coefficients

A = 0.3089
b = 0.3826 Labor
c = 0.3085 Fuel

GCC-13.1 (b): **Base and Current Dates Prices & Source of Prices:**

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

- Fuel Rate as on July 04, 2024 as per PSO (High Speed Diesel @277.45/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 to the Client, the additional Services shall be executed by the Contractor. In case of otherwise, the Client may assign the task to any other contractor.

GCC-14.3 (a): Right to vary the Scope of Services 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 Contractor's failure to notify, which results to the client being unable to keep all relevant records or not taking steps to minimize any delay, stop, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Contract Period 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-contracted Bidder / contractor's Obligations etc.

**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) days after the receipt of the Client's notice, the Client may by a second notice given within a further seven (07) days to terminate the Contractor. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Client instructs, in the 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 (14) days after the Client's receipt of this notice, the Contractor will refer the case to the responsible senior management of the Client for finalization and then take further course of action.

If the default is not remedied within twenty eight (28) days after the Client's receipt of Contractor's notice, the Contractor may by a second notice given within a further twenty one (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 leaving behind, in the case of Contractor's solvency; any Contractor's Equipment which the 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:

If any dispute or difference of any kind (a "Dispute") arises between Client and Contractor in connection with, or arising out of, this Agreement, the Client's Representative and Contractor's Representative within seven (7) days shall attempt to settle such dispute in first 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)**

GCC 25.1— The operative Language shall be: English:

**18. Applicable Law (GCC Clause 26)**

GCC 26.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

**19. Notices (GCC Clause 27)**

GCC 27.1—Procuring Agency's address for notice purposes;

***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*

**20. ±PANELTIES & TERMINATON OF THE AGREEMENT**

20.1 The detailed table of Key Performance Indicators and their related penalties are provided in a table given in Section III, Technical Specification.

20.2 Procedure for imposing of Penalty;

20.2.1 If the Client finds anything contrary to the description and scope of work specified in the technical document, which are liable to be penalized as per the defined mechanism in the Section-III. Technical Specifications, Scope of Services, the contractor will be conveyed through digital monitoring system or otherwise and compliance be ensured by the contractor as per plan. Non-compliance of TORs/ Scope of Work will be reflected in penalties and will also lead deduction of payments as per payment mechanism defined in TORs/Scope of work.

20.2.2 The digital system of penalties and KPIs leading to performance based evaluation dashboard will be based on digital basis through vehicle tracking system, digital attendance system, complaint redresser system, penalty management system, dump site and TCP management system etc. The systems may be changed but all the values shall be processed digitally with same availability to the contractor for measuring its own performance as well.

20.2.3 If during the term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against Contractor or Client arising from Contractor's failure to operate and maintain the Project in accordance with applicable Laws without Clients prior written consent, such fines and penalties shall be the sole bear by the Contractor and shall not be Reimbursed by the client.

20.2.4 KPI annexed with technical specifications shall define the service level required by the Client failing which deduction will be made by the client. The system will evaluate daily working of the contractor and will issue compliance points leading to calculate invoice amount.

20.2.5 The Client may not apply penalty to Contractor as far as possible with good intention by showing tolerance until the completion of the transition phase define in the technical specifications. However, in case any conflict arises between the parties regarding imposition

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 &RQWUDFWRU¶V &DUH RI WKH 6HUYLFHV

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 party during the above period due to any act, negligence or Omission of the Contract, the Contractor shall rectify such loss or damage.

Unless the loss or damage happens as a result of any of the Client's Risks, the Contractor 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 to 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 these 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 7KH &OLHQW¶V 5LVNV

The Client's Risks are;

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 disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Services;
d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active 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-

Contractors may be responsible for the use of any radio-active material;

e) Pressure wave caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
f) Use or occupation by the Client of any part of the Services, except as may be specified in the Contract;
g) Late handling over the sites, anomalies in maps, late delivery of maps and maps of any part of the Services by the Client's personnel or by other from whom the client is responsible;
h) A suspension under Sub-Clause 8.4.3 unless it is attributable to the Contractor's failure; and
i) Physical obstructions or physical conditions other than climatic conditions

## 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 and 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, and 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 of 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 / contractantenbelermiing lien/F4 12 Tf1 0 0 1 84.00(t)-21( )-9(wi)40(t)-21

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's 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

## 8.1 Bid Form

*[To be signed & stamped by the Bidder and reproduced on the letter head as well as on copy of this form. To be attached with the Financial Bid]*

To:

The Chief Executive Officer
Rawalpindi Waste Management Company (RWMC)
81 A/1 Iran Road Satellite Town, Rawalpindi.

Gentlemen:

Having examined the Bidding Document including No _____, the receipt of which is hereby duly acknowledged, for the above Contract, we, the undersigned, offer to deliver the services as specified in Section III – of Scope of Services / Technical Specifications / TORs and in conformity with the said bidding document for the Total Bid Price of required services.

| **Name of Tehsil of RAWALPINDI District** | **Total Bid Price for Three Years (PKR)** |
|---|---|
| Cost of Services for Tehsil KALLAR SYEDAN | |
| Total Bid Price for Three Years (In Words); | |

[*Amounts must coincide with the ones indicated under Total Bid Price in* PRICE SCHEDULE 8.9 which shall be inclusive of all applicable / prevailing taxes, duties and other obligations as per TORs/Scope of Services].

Or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our above stated total bid for all is accepted, to complete the Work in

| | | |
|---|---|---|
| | | |

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

*{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}*

*{The Service Provider shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Service Provider and for each member of a Joint Venture}.*

Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

| |
|---|
| 1. Bidder's Name: *[insert Bidder's legal name]* |
| 2. Bidder's JV Member's name: *[insert JV's Member legal name]* |
| 3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]* |
| 4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]* |
| 5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]* |
| 6. Bidder's JV Member's authorized representative information<br>Name: *[insert name of JV's Member authorized representative]*<br>Address: *[insert address of JV's Member authorized representative]*<br>Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]*<br>Email Address: *[insert email address of JV's Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.<br>☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Service Provider.<br>8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

## BIDDING FORM T1 - LETTER OF TECHNICAL PROPOSAL

Date: ……

Outsourcing of Solid Waste Management Services Including Primary and Secondary Collection (DTD), Transportation and Disposal of Solid Waste to Dumpsite Site of Tehsil KALLAR SYEDAN (Urban & Rural Areas) (the "Project")

To: [insert Procuring Agency's address]

We, the undersigned, confirm, undertake and declare that:

a) We have examined and have no reservations to the Bidding Document issued in accordance with ITB 6 (Amendment of Bidding Documents) dated _____ for the Project.
b) We offer to perform and undertake the Bidder / contractor`s Obligations in respect of the Project in conformity with the Bidding Document without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the Bidding Document including the schedules / annexures attached to the Bidding Documents.
c) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of 180 days from the date fixed for the Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
d) As security for due performance of the undertakings and obligations of this Bid, we submit unconditionally herewith the Bid Security drawn in your favor or made payable to you and valid for a period twenty-eight (28) days beyond the period of validity of Bid. We confirm that the Bid Security has been issued and maintained in PKR in accordance with the requirements of the Bidding Documents.
e) As security for due performance of the undertakings and obligations of this Bid, we submit unconditionally herewith the Bid Security drawn in your favor or made payable to you and valid for a period of 180 days covering the period of validity of Bid. We confirm that the Bid Security has been issued and maintained in PKR in accordance with the requirements of the Bidding Documents.
f) We, including any Sub-Contractor, have or will have nationalities from eligible / authorized countries, in accordance with the requirements of the Bidding Documents.
g) We, including any Sub-Contractor, do not have any conflict of interest in accordance with the requirements of the Bidding Documents.
h) We understand that all the schedules / annexures attached to the Bidding Document are integral part of the Bidding Documents.
i) We undertake to perform the Bidder / contractor`s Obligations same within the time period stipulated in Notification of Award.
j) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until the Contract is cancelled / meets its duration.
k) We and our Sub-Contractor (if any) neither blacklisted by any authority / entity nor have been involved in any litigation in court and investigation for fraud or corruption in or outside Pakistan. We are not involved in any bankruptcy or liquidation proceedings. We have not been engaged in any corrupt or fraudulent practices nor have any commissions or gratuities been or are to be paid by us to agents relating to this Bid and Contract's execution.
l) We are not participating, as a Bidder in more than one Bid in this Bidding Process in accordance with the requirements of the Bidding Document.
m) We, our affiliates or subsidiaries, including any Sub-Contractor, have not been

KNOWN BY ALL THAT by this Power of Attorney [insert name of Bidder] (the "Bidder") having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), 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 Attorney considers necessary or expedient with regard to the foregoing or the effective exercise of any power listed above.

This Power of Attorney is issued with respect to Bidding Document circulated on [insert date Bidding Document is floated] (the "Bidding Documents").

Capitalized terms used herein and not otherwise defined shall bear the meaning ascribed thereto in the Bidding Documents.

The Bidder does hereby ratify and confirm whatever the attorney shall do by virtue of these presents.

Specimen signature of Mr. [name of the nominee on behalf of Bidder]

Specimen signature of Mr. [name of the attorney appointed by Bidder]

[Signature]
[Name]

[Designation]
[Bidder / contractor]
WITNESSES:

1. Signature ----------

Name ----------

S.O/D.O: ----------

Address ----------
---

Passport / CNIC ----------

2. Signature ----------
---

Name ----------
---

S.O/D.O: ----------
---

Address ----------
---
---

Passport / CNIC ------
---

# 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 valid to the best of my knowledge and belief and may be verified by Procuring Agency if the Procuring Agency, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, bidder / contractor or corporation to furnish any additional information requested by the *Rawalpindi Waste Management Company (RWMC)* deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *Rawalpindi Waste Management Company (RWMC)*. The undersigned further affirms on behalf of the firm that:

(i) The firm / bidder / contractor has not been blacklisted by any govt. department / agency / firm.
(ii) The documents / photocopies provided with Bid are authentic. In case, any fake / bogus document was found at any stage, RWMC has full right to blacklist our firm / bidder / contractor as per Law / Rules.
(iii) Affidavit for correctness of information.
(iv) Contractor / firm is not blacklisted or subject to any pending litigation with any Government or Public Department.
(v) Integrity Pact: Declaration Of Fees, Commission And Brokerage Etc. Payable By The Suppliers Of Goods, Services & Works In Contracts Worth Rs. 10.00 Million Or More
(vi) are not in bankruptcy or liquidation proceedings;
(vii) have not been convicted of, fraud, corruption, collusion or money laundering;
(viii) are not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect our capability to comply with the obligations under the Contract;
(ix) [are legally and financially autonomous and operate under commercial law][1]; and
(x) all pending actions, suits, arbitration or legal, administrative, governmental or other proceedings or litigation pending or threatening against the Bidder ("Claims") does not in total represent more than 50% of the its net worth, nor are there any Claims that prevent or materially impede the Bidder from its obligations in respect of the Bidder / contractor`s Obligations and the terms of the Contract.

[1] Only relevant for the government owned legal enterprise or institution

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 ¶ 6 2 5 * $ 1 , = $ 7 , 2 1 AND EXPERIENCE

### A - Bidder / contractor ¶ V 2 U J D Q L ] D W L R Q

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

## **B** - &RQWUDFWRU¶V ([SHULHQFH

*[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:<br>Location within country: | Duration of assignment (months): |

# 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 _____

withholdings of any nature whatsoever and by whomsoever imposed.

Such demand must be received by us on or before the [●] (the Expiry Date), 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 any change in our constitution or of the Bidder's constitution or of their successors and 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 Guarantee might exonerate or discharge or release Bank's liability hereunder.

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

# BIDDING FORM F2 ±FIN FORM

## PRICE SCHEDULE

**Name of Tehsil of RAWALPINDI District**

# 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 _____

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 any change in our constitution or of the Bidder's constitution or of their successors and 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 Guarantee might exonerate or discharge or release Bank's liability hereunder.

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 valid and binding obligation on the Bank's part, enforced in accordance with the terms 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's demand) equivalent to the Interbank Offered Rate (at the Offer rate) plus 5% per annum of the amount of Procuring Agency's demand pro 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, 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.

Name: …….

Designation: ……

# 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 Person. | | |
| 2 | 2% Bid Security of estimated cost. The Bid security must be submitted with technical proposal. | | |
| 3 | Forms of Technical & Financial Bid (as per **Section VIII** of Bidding documents) on letter head of the firm duly signed and stamped and on the non-judicial stamp paper duly attested by Oath Commissioner / notary Public (where applicable). | | |
| 4 | All documents required as per the TORs / Scope of Services. | | |
| 5 | All documents required as per the Evaluation Criteria. | | |

**Stamp & Signature of Bidder** _____