BID DOCUMENTS

PROCUREMENT OF

GARBAGE BAGS

GUJRANWALA WASTE MANAGEMENT COMPANY
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92; Email: info@gwmc.com.pk

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The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

In case of any conflict of instructions/provisions herein with the Punjab Procurement Rules, 2014 ("the Rules"), the Rules shall prevail.

INVITATION TO BIDS

1. Gujranwala Waste Management Company, hereinafter referred to as "GWMC" or "the Client", requires sealed bids procurement of Goods **"GARBAGE BAGS".**
2. The successful bidder will be bound to provide the **"GARBAGE BAGS".**
3. Interested **contractors (Firms/Companies/Individuals),** having successful relevant past experience of 3 years or more, and registered with income tax and sales tax department, are invited to bid.
4. The Client invites sealed bids under **Single Stage Single Envelope (SSSE)** under Rule 38(1) of Punjab Procurement Rules 2014 which can be downloaded from website: http//www.ppra.punjab.gov.pk.
5. Bidders may obtain further information, inspect and acquire the bidding documents from the office of the **Senior Manager (Procurement & Contracts), Gujranwala Waste Management Company (GWMC).**
6. Bidding Documents may be purchased through a written application on payment of a non-refundable fee of **Rs.1,000/-**
7. All bids must be accompanied by a Bid Security in the favor of the Client equal to **5% of the estimated price/value of the Contract** valid for a period of 90 days beyond the bid validity in shape of bank CDR from a schedule bank and must be delivered along with the financial bid. Bids submitted without bid security shall not be entertained and accordingly declared non-responsive.
8. Incomplete and overwritten bids will be rejected.
9. GWMC will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids.
10. In case of official holiday on submission date, next day will be the date of submission.
11. GWMC may reject all the bids subject to relevant provision of Punjab Procurement Rules 2014.

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

1.1 The Client wishes to receive Bids for the procurement of Goods **"GARBAGE BAGS."** as specified in Technical Specifications attached hereto (hereinafter referred to as "the Goods"). Successful bidder shall be an independent service provider liable and able to provide all the Goods including transportation of the material to the GWMC Workshop. All arrangements will be the responsibility of the successful bidder.

1.2 The bid is to be completed and submitted to the Client in accordance with these instructions to Bidders and relevant rules/regulations.

2. Eligible Bidder

The invitation for Bid is open to all works well reputed contractors companies/firms/persons having requisite experience of similar projects based in Pakistan and registered with Income and Sales Tax Department.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will not be responsible or liable for those costs.

4. Joint Ventures

4.1 Bids submitted by a joint venture of two or more companies or partners shall comply with the following requirements:

a) The Bid, and in case of successful Bid, the Contract form, shall be signed by all so as to be legally binding on all the partners;

b) One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

c) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;

d) All partners of the joint venture shall be liable jointly for execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above, as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and

e) A copy of the agreement entered into the joint venture must be provided by the joint venture partners and shall be submitted with the Bid.

5. Assurance

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite Goods, within the time as mutually agreed in the agreement.

BIDDING DOCUMENTS

6. Contents of Bidding Documents

6.1 The Goods required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

a) Instructions to Bidders
b) Technical Specifications
c) Bid Form
d) Schedules:
   Schedule-A Conditions of Contract
   Schedule-B Price Schedule
e) Bid Security Form
f) Performance Security Form
g) Form of Contract Agreement
h) Appendices

6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect may result in the rejection of the bid.

7. Clarification of Bidding Documents

The prospective bidder requiring any further information or clarification regarding the bidding documents may notify the Client in writing or by visiting at the following address:

Senior Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

GWMC will respond in writing to any request for information or clarification of the bidding documents received prior to the deadline for the submission of bid which it receives.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bid, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment.

8.2 The amendment shall be part of the bidding documents, pursuant to Clause 8.1, will be notified in writing , or by fax to the prospective bidder who has received the bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.

8.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the Client may, at its discretion, extend the deadline for the submission of bid.

BID PREPARATION

9. Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Client shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

No hand written bid will be accepted.

10. Documents Comprising the Bid

The evaluation of Bid submitted shall be inclusive of, but not limited to, the following factors:

a) Bid Form

The Bidder shall complete the Bid Form in accordance with Clause 12.

b) Price Schedule

The Bidder shall complete the appropriate Price Schedule provided in the Bidding Documents for one or all the items as mentioned therein in accordance with Clauses 12 and 13.

c) Bid Security

The bidder shall furnish Bid Security in accordance with Clause 14.

11. Bid Form

The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the company and all the Schedules provided in the bidding documents.

12. Bid Prices

12.1 The bidder shall complete *Schedule-B* for all or any one of the items on which he wants to quote rate as per the instructions contained in this document.

12.2 Prices quoted in the price schedule for the Goods should be entered in the following manner:

a) The price of the Goods will be quoted for Gujranwala inclusive of after sale Goods at the address provided in *Schedule-A*.

b) Bidders shall quote rate for one or more items in Schedule-B and should write nil against item not quoted.

c) The blank or partially/conditionally filled Schedule-B of any item is considered non-competitive for the specific item.

d) The price is to be submitted in Pak Rupees (PKR) only and should include all taxes.

12.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

13. Bid Currencies

Prices shall be quoted in Pak Rupees (PKR).

14. Bid Security

14.1 **Pursuant to Clause 10(c), the bidder shall furnish, as part of its bid, a bid security equal to 5% of the estimated price/value of the contract.**

14.2 The bid security shall be denominated in Pak Rupees and shall be in shape of Call Deposit Receipt (CDR) in favor of **Gujranwala Waste Management Company (GWMC), Gujranwala.**

The Bidder/Contractor should mention the CDR number at the financial bid.

14.3 The bid not secured in accordance with Clauses 14.1 and 14.2 above may be liable to rejection by the Client as non-responsive.

14.4 An unsuccessful bidder's bid security will be released or returned as promptly as possible upon award of the Contract.

14.5 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Clause 32, and after providing the performance security, unless mutually agreed to otherwise.

14.6 The bid security may be forfeited:

- if the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
- if the bidder fails;

  (a) to sign the contract in accordance with Clause 31, or

  (b) to furnish the performance security in accordance with Clause 32.

15. Period of Validity of Bid

15.1 The bid shall remain valid for ninety (90) days from the date of bid closing prescribed by the Client, pursuant to Clause 18.

15.2 Notwithstanding Clause 15.1 above, the Client may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 14.1 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. The bidder will not be required or permitted to modify its bid.

16. Format and Signing of Bid

16.1 The bidder shall submit dully filled original Bidding Document.

16.2 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original bid shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the authorized person signed the bid.

16.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

17. Sealing and Marking of Bid

17.1 The bidder shall seal the original Bid into a single envelope.

17.2 The Technical Bid/Technical Specifications should be clearly and legibly written with relevant price quoted in front of each of the Goods.

17.3 The envelopes shall:

(a) be addressed to the following address:

Senior Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

(b) bear the following identification:

BID FOR PROCUREMENT OF "GARBAGE BAGS."

DO NOT OPEN BEFORE 11:30 A.M. ON 24-05-2016.

CLOSING TIME FOR BIDS SUBMISSION IS 11:00 AM ON SAME DAY.

17.4 In addition the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late".

17.5 Electronics Bids will not be entertained.

18. Deadline for Submission of Bid

18.1 The original bid must be received by the Client at the address and time specified in Clause17.3 (a) (b) above.

18.2 The Client may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 8, in which case all rights and obligations of the Client and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Late Bid

The bid received by the Client after deadline for submission of bid prescribed by the Client, pursuant to Clause 18, will be rejected and returned unopened to the bidder.

20. Modification and Withdrawal of Bid

20.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Client prior to the deadline prescribed for submission of bid.

20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 17.1withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.

20.3 The bid may not be modified subsequent to the deadline for submission of bid.

20.4 The bid may not be withdrawn in the interval between the deadline for submission of bid 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's forfeiture of its bid security, pursuant to Clause 14.6.

OPENING AND EVALUATION OF BID

21. Opening of Bid

21.1 The bid shall be opened, on the same date after passage of at least 30 minutes after the submission deadline, by the Client in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 18.1, at the office of the Client, given in Clause 17.3(a). The bidder's representatives who are present shall sign a register evidencing their attendance.

21.2 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the Client, at its discretion, may consider appropriate will be announced and recorded at the opening.

21.3 Bids shall be awarded as per Technical Evaluation and least cost method and not lowest price method.

22. Clarification of Bid

To assist in the examination, evaluation and comparison of bid, the Client may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

23. Determination of Responsiveness of Bid

23.1 Prior to the detailed evaluation of the bid, pursuant to Clause 25, the Client will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:

(a) meets the eligibility criteria specified in Clauses 2 .

(b) has been properly signed on the Bid Form;

(c) is accompanied by the required Securities and these Securities are valid and in good order;

(d) The technical specifications should meet the major technical criteria as specified in Technical Specifications/Technical Bid Form of this document;

(e) ***Offers fixed price inclusive of all taxes quotations i.e. the bid do not offer an scalable price quotation;***

(f) is otherwise complete and generally in order;

(g) Conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one that:

(i) Affects in any substantial way the scope, quality or performance of the Goods; or

(ii) Limits in any substantial way, inconsistent with the bidding documents, the Client's rights or the bidder's obligations under the Contract.

23.2 The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

23.3 The bid determined as not substantially responsive will be rejected by the Client and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.

23.4 The Client may waive any minor informality or non-conformity or irregularity in the bid.

24. Evaluation and Comparison of Bids

The Client will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 23, as stated herein.

25. Basis of Evaluation and Comparison of Bid

The Bids of only those Bidders who are substantially responsive to the requirements of the Bidding document will be considered for evaluation in accordance with Technical Evaluation Criterion attached as Appendix-B. ***The evaluation and comparison of the Bid will be done on composite rate basis. The contract will be awarded to those Bidders who are technically sound and who's evaluated Bid Price is lowest with respect to competitive bidders and market rates.***

26. Contacting the Client

Any effort by a bidder to influence the Client in the Client's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

27. Client's Right to Accept the Bid or Reject the Bid

The Client reserves the right to reject the bids pursuant to Rule 35 of the Rules at its sole discretion and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder(s) as to justification for the Client's action.

AWARD OF CONTRACT

28. Post-qualification and Award Criteria

28.1 The Client will determine to its satisfaction whether the bidder has offered the Goods at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract and in doing so, may allow the bidder to make up any shortcoming in the bid which does not negatively impact the performance and financial value of the Goods to be provided.

28.2 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.

28.3 Subject to Clause 26 above, the Client will award the Contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the Client, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

29. Client's Right to Vary Quantities at Time of Award

The Client reserves the right at the time of award of Contract to increase or decrease the quantity of the Goods to be procured, without any change in unit prices or other terms and conditions.

30. Notification of Contract Award

30.1 Prior to the expiration of the period of bid validity, the Client will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as Letter of Acceptance.

30.2 The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 33below.

31. Signing of Contract

31.1 After the acceptance of performance security, if applicable, by the Client, the Client may send to the successful bidder a formal agreement format incorporating all the terms and conditions herein.

31.2 Within two (2) days of the receipt of such formal agreement, the bidder/Service Provider shall sign the same and return it to the Client.

32. Performance Security

Upon the receipt of the Letter of Acceptance from the Client the successful bidder shall deposit 5% performance security of total contract value in the form of Bank Guarantee/CDR.

The Bidder/Contractor should clearly mention the Bank Guarantee/CDR number in the letter of acceptance reply or performance security submission letter.

33. Income Tax & General Sales Tax

The Client may make inquiries on income tax to the concerned authorities of Income Tax and (If Applicable) General Sales Tax Department, Government of Pakistan.

APPENDIX A

TECHNICAL SPECIFICATIONS "GARBAGE BAGS"

Sr.No	Item	Dimensions	Gauge	Color	Quantity
1-	Garbage Bags (Polythene)	3 Feet X 2 Feet	10	Blue With printing of GWMC Logo	25,000

ESTIMATED COST OF CONTRACT	**Rs. 750,000/- (Approximately)**
QUANTITY	**25,000**

BID FORM

To:

Senior Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda, if any.

(b) We offer to provide the **GARBAGE BAGS** to the Client in conformity with the Bidding Documents.

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:
_____

(d) The discounts offered and the methodology for their application is:

_____
_____
_____

(e) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the value of the contract for the due performance of the Contract.

(g) ***We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative/revised offers in accordance with the Bidding Document and or relevant laws;***

(h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Client or the Government of Punjab;

(i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(k) 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 a formal Contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(m) We agree to permit the Client or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank, or such other sums as may be ascertained in accordance with the *Price Schedule* attached hereto and made part of this Bid.

(n) We undertake, if our above stated individual Bids for any or more items are accepted, we shall be bound to complete the work in accordance with the Contract Execution Schedule provided in the *Schedule-A* conditions of the Contract to Bid.

(0) If our individual Bids for any one or more items are accepted, we shall deposit 5% Performance Security in the shape of Bank Guarantee or CDR to the Client , for due performance of the Contract.

(p) We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening pursuant to Clause 21 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(q) Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Contract Award, shall constitute a binding Contract between us.

(r) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

(s) We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

(t) We understand that all the Appendices/Schedules/Documents attached hereto form part of this Bid and further declare that we have completely read and understood the same, the contents whereof shall be binding on us.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Witness:

Name: _____

Signature: _____

Address: _____

Occupation: _____

Date _____

WITNESS	**Bidder Signature and Seal**
Signature ----------	Signature ----------
Name----------	Name ----------
Title: ----------	Title----------
Address: ----------	Address----------

SCHEDULE–A: CONDITIONS OF CONTRACT

For ease of reference, certain information and Conditions of Contract applicable to the Contract are set forth herein.

1. The Goods shall be delivered at workshop of GWMC.

2. The successful bidder shall deposit 5 %Performance Security in the shape of Bank Guarantee/CDR. The performance security number should be clearly mentioned at the submission letter.

3. Goods to be delivered as required and within the time period determined by the Client.

4. Any delay in delivery may be liable to a penalty of up to 10% of the total bid price.

5. Each bidder should propose the level and extent of warranty that would be associated to the Goods being procured.

6. The period of service and manufacturer defect rectification or replacement, for which the bidder/contractor will be responsible, shall begin from the date of delivery of the Goods at workshop of GWMC.

SCHEDULE-B: PRICE SCHEDULE/FINANCIAL BID

1. The total Bid Price shall include all **Applicable Taxes & Duties and Charges** up to the delivery point and other Goods to be provided under the Contract.

2. Where no prices are entered against any item, the price of that item shall be deemed to be nil and can be considered that the Bidder is not interested to compete for this specific item / equipment.

3. The rate can be quoted for single item or all of the items and contract will be awarded accordingly.

4. The proposals or bids should include the suggested terms of payment and full breakdown of all costs must be given.

Signature of Bidder _____

BID SECURITY FORM

The Total Bid Security amounting to Rs. _____ (Rupees _____ only) (fixed) in shape of “Call Deposit Receipt” of the Bank (Name)_____ is attached in accordance with Clauses 14 of the Instruction to Bidder for the supply of the items. The enclosed CDR number is_____.

Signature of Bidder _____

PERFORMANCE SECURITY FORM

To:

Senior Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

WHEREAS (Name of the Contractor) _____ hereinafter called "the Contractor" has undertaken, in pursuance of **"INVITATION TO BID FOR THE PROCUREMENT OF "GARBAGE BAGS."**

1. [***Please insert details***].

(Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____(Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 2016__, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature_____

Name_____

Title _____

Address_____

_____

Seal_____

FORM OF CONTRACT AGREEMENT[1]

THIS AGREEMENT made on the --- day of ------, 2016, between ---------- of -------- (hereinafter "the Client"), of the one part and ---------- of ---------- hereinafter called the Supplier, of the other part:

WHEREAS the Client invited bids for certain Goods viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods in the sum of _____ (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Client's Notification to the Supplier of Award of Contract (Letter of Acceptance);

   (b) the Form of Bid and the Price Schedules submitted by the Supplier;

   (c) the General Conditions of Contract;

   (e) the Schedule to Bid (other than Price Schedule);

   (f) Appendices to Bid;

   (g) Specifications; and

   (h) Drawings, if any.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Client to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Client to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price

[1] This contract agreement is for reference only; format, and terms and conditions of finally executed contract agreement are subject change.

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

Signature of the Supplier

_____

(Seal)

Signature of the Client

_____

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

`Witness

_____

(Name, Title and Address)

FINANCIAL REQUIREMENTS

Following information to be provided by the bidder for its financial evaluation.

1. Evidence of financial capability of the bidder which shall be to the satisfaction of the Client and may include latest audited balance sheet and financial statements for last three years, credit worthiness report, name of bank(s) where the bidder has business account(s), bank statement(s) for last twelve (12) months, etc.

2. An affidavit stating that the bidder has not been blacklisted by any government or financial entity of Pakistan (in case of a foreign company, such evidence to be provided for relevant country of operation/registration also).

FORM A

Following information to be provided for every project completed:-

1. Name of customer and brief details of the good(s) delivered/sold.
2. Location where the product(s) currently installed and working.
3. Date of engagement and satisfactory after sales service provided.
4. The address and contact number of the customers/clients.

(APPENDIX-B)

TECHNICAL EVALUATION CRITERION

"GARBAGE BAGS"

Sr.No	Description	Requirement
1	Certificate of **Company /Firm/individual's** registration/Incorporation under the laws of Pakistan.	Mandatory
2	**Registration** with NTN /Valid **Income Tax** and **sales tax.**	Mandatory
3	Certified credit facility from the bank of at least 40% of project cost OR Statement to evidence liquid reserves of at least 20% of project cost and Evidence of financial capability of the bidder which shall be to the satisfaction of the Client OR may include latest audited balance sheet OR certified bank statements showing closing balance and average of all transactions to the satisfaction of client.	Mandatory
4	Preliminary Program / Delivery Schedule must be of **15** days after placement of order.	Mandatory
5	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan during last six months.	Mandatory
6	Compliance to the specifications of all items to be procured mentioned vide Appendix-A Technical Specifications of this document. (Undertaking of same on legal stamp paper or company letter head properly signed and stamped)	Mandatory
7	At least one experience Certificate of same or similar job	Mandatory
8	Every single document (Technical or Financial Bid) must be signed and stamped	Mandatory
9	All the "Forms" (particularly Agreement Form) given in Bidding Documents are mandatory to fill, signed and stamped.	Mandatory

AWARD OF CONTRACT :All technical proposals will be evaluated on basis of above given evaluation criteria and bidders who do not fulfill above mentioned technical criteria will be considered as technically non responsive bidders and will not be taken into consideration for comparative financial evaluation. However technically qualified bidders (Responsive to Technical evaluation Criteria and Bidding Documents) will be considered as responsive bidder, and among technically responsive bidders the bidder with lowest financial proposal (on composite rate basis) will be awarded the contract.