REQUEST FOR PROPOSAL

FOR

HIRING OF THIRD PARTY SERVICES FOR THE PROVISION DRIVERS (SKILLED LABOR)

December, 2016

GUJRANWALA WASTE MANAGEMENT COMPANY

Section 1: Letter of Invitation

REQUEST FOR PROPOSALS FOR HIRING OF THIRD PARTY SERVICES FOR THE PROVISION OF DRIVERS (SKILLED LABOR)

M/s Gujranwala Waste Management Company (GWMC) invites bids from eligible reigistered national/local Firms, Companies or Joint Ventures of Workforce & Human Resource Providers for providing the Drivers (Skilled Labor) for GWMC.

The Service firm will be selected by following "Single Stage- Two Envelops" procedure in accordance with the Punjab Procurement Rules 2014. The contract will be valid upto June 30, 2018

The RFP documents may be purchased on the payment of non-refundable cost of Rs 2,000/- (Two Thousand Rupees only) on submission of a written application to the office given below one day prior to the opening date.

Proposals must be delivered to the address given below not later than 1100 hours on January 16, 2017. Technical Proposals will be opened on the same day at 1130 hours in the presence of the representative of the firms who may wish to attend. The Bid Security / Earnest Money for the sum of **PKR 547,893** in the form of CDR i.e. Bank Draft, Pay Order in favor of Gujranwala Waste Management Company is required to be submitted with the Financial Bid, without this, the offer shall be rejected being non-responsive.

GWMC will not be responsible for any cost or expense incurred by the bidders in connection with preparation or submission of bids. In case of official holiday on the day of submission, next day will be treated as closing date. Bid notice has also been posted on PPRA website (www.ppra.punjab.gov.pk) and GWMC website (www.gwmc.com.pk).

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

Section 2: Instructions to Service Provider Firms/Companies

Definitions	**(a)** "Agreement" means the Agreement signed by the Parties and all the attached documents. **(b)** "Client" means the organization with which the selected Service Provider signs the Agreement for the Services. **(c)** "Service Provider" means any entity or person that may provide or provides the Services to the Client under the Agreement. **(d)** "Data Sheet" means such part of the Instructions to Service Provider Firms or Companies used to reflect specific conditions. **(e)** "Day" means calendar day. **(f)** "Gujranwala Waste Management Company (GWMC)" means the M/s Gujranwala Waste Management Company established under section 42 of the Companies Ordinance, 1984 and all its associated departments. **(g)** "Instructions to Service Provider" means the document which provides information to Service Provider with all information needed to prepare their Proposals. **(h)** "LOI" means the Letter of Invitation included in the RFP as Section 1 being issued by the Client to the Service Provider Firms/Companies. **(i)** "Proposal" means the Technical Proposal and the Financial Proposal. **(j)** "RFP" means the Request for Proposals to be prepared by the Client for the selection of Service Provider Firm/Company, based on the Standard RFP. **(k)** "Services" means the work to be performed by the Service Provider Firm/Company pursuant to the Agreement. **(l)** "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Service Provider Firm/Company, and expected results and deliverables of the assignment.

1. Introduction	**1.1**	The Client named in the Data Sheet will select the Service Provider Firm/Company from those who are eligible under the criteria provided in Advertisement & TORs, in accordance with the method of selection specified in the Data Sheet.
	1.2	The Service Provider Firms/Companies are invited to submit a Technical Proposal and a Financial Proposal for Services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Service Provider Firm/Company.
	1.3	Service Provider Firm/Company should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Service Provider Firms/ Companies are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Service Provider Firm/Company should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Service Provider Firms/Companies should ensure these officials are informed well-ahead of time in case they wish to visit the Client.
	1.4	The Client will timely provide at no cost to the Service Provider Firms/Companies the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
	1.5	Service Provider Firm/Company shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Service Provider Firms/Companies.

Conflict of Interest	**1.6** Government of Punjab policy requires that Service Provider Firm/Company provide professional, objective, and impartial services and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. **1.6.1** Without limitation on the generality of the foregoing, Service Provider Firm/Company, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
Conflicting activities	**i.** A firm that has been engaged by the Client to provide goods, works or services other than Services for a project, and any of its affiliates, shall be disqualified from providing Services related to those goods, works or services. Conversely, a firm hired to provide Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Services resulting from or directly related to the firm's Services for such preparation or implementation. For the purpose of this paragraph, services other than Services are defined as those leading to a measurable physical output, for example surveys.

Conflicting assignments	**ii.** A Service Provider Firm/Company (including its Personnel and Sub-Service Provider Firm/Company) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Provider Firm/Company to be executed for the same or for another Client.

Conflicting relationships	**(iii)** A Service Provider Firm/Company (including its Personnel and Sub-Service Provider Firm/Company) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Gujranwala Waste Management Company throughout the selection process and the execution of the Agreement. **1.6.2** Service Provider Firm/Company has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider Firm/Company or the termination of its Agreement.
Unfair Advantage	**1.6.3** If a Service Provider Firm/Company could derive a competitive advantage from having provided Services related to the assignment in question, the Client shall make available to all Service Provider Firms/Companies together with this RFP all information that would in that respect give such Service Provider Firm/Company any competitive advantage over competing Service Provider Firms/Companies.
Fraud and Corruption	**1.7** M/s Gujranwala Waste Management Company (GWMC) requires Service Provider Firms/Companies participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the Gujranwala Waste Management Company;

a) defines, for the purpose of this paragraph, the terms set forth below as follows:

(iv) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;

(v) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a agreement;

(vi) "collusive practices" means a scheme or arrangement between two or more Service Provider Firms/Companies with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;

(vii) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a agreement.

b) will reject a proposal for award if it determines that the Service Provider Firm/Company recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;

c) will sanction a Service Provider Firm/Company, including declaring the Service Provider Firm/Company ineligible, either indefinitely or for a stated period of time, to be awarded a GWMC agreement if at any time it determines that the Service Provider Firm/Company has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GWMC agreement; and

d) will have the right to require that a provision be included requiring Service Provider Firms/Companies to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Punjab.

	1.8	Service Provider Firm/Company and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Gujranwala Waste Management Company in accordance with the above para. 1.7. Furthermore, the Service Provider Firms/Companies shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.
Only one Proposal	**1.9**	A Service Provider Firm/Company may only submit one proposal. If a Service Provider Firm/Company submits or participates in more than one proposal, such proposals shall be disqualified.
Proposal Validity	**1.10**	The Data Sheet indicates how long Service Provider Firm/Company's Proposals must remain valid after the submission date. During this period, Service Provider Firms/Companies shall maintain the availability of REQUIRED staff proposed in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Service Provider Firms/Companies to extend the validity period of their proposals. Service Provider Firms/Companies who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Service Provider Firms/Companies could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Service Provider Firms/Companies who do not agree have the right to refuse to extend the validity of their Proposals.
Eligibility of Sub- Service Provider Firm/Company	**1.11**	In case a Service Provider Firm/Company intends to associate with Service Provider Firm/Company who has not been shortlisted, such other Service Provider Firm/Company shall be subject to the eligibility criteria set forth in the guidelines.

2. Clarification and Amendment of RFP Documents	**2.1** Service Provider Firm/Company may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Service Provider Firms/Companies. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para. 2.2. **2.2** At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Service Provider Firms/Companies and will be binding on them. Service Provider Firms/Companies shall acknowledge receipt of all amendments. To give Service Provider Firms/Companies reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
Preparation of Proposals	**3.1** The Proposal (see Para. 1.2), as well as all related correspondence exchanged by the Service Provider Firm/Company and the Client, shall be written in the language (s) specified in the Data Sheet.
	3.2 In preparing their Proposal, Service Provider Firms/Companies are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Technical Proposal Format and Content	**3.3** The Technical Proposal shall not include any financial information. A technical Proposal containing financial information may be declared non responsive.
Financial Proposals	**3.4** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
Taxes	**3.5** The Service Provider Firm/Company may be subject to local taxes (such as: sales tax, income tax, and all applicable taxes) on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the Service Provider Firm/Company is subject to payment of any taxes.
	3.6 Service Provider Firm/Company should express the price of their services in PKR.
4. Submission, Receipt, and	**4.1** The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Service Provider Firms/Companies themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

Opening of Proposals

An authorized representative of the Service Provider Firm/Company shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.2 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non- responsive.

4.4 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

	4.5 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
5. Proposal Evaluation	**5.1** From the opening of Proposals and upto the award of Agreement, the Service Provider Firm/Company should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Service Provider Firms/Companies to influence the Client in the examination, evaluation of Proposals, and recommendation for award of Agreement may result in the rejection of the Service Provider Firms/Companies' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
Evaluation of Technical Proposals	**5.2** The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, specified in the Data Sheet. A Proposal shall be rejected at this stage if it does not respond to important aspects of the evaluation criteria and RFP.

Public Opening and Evaluation of Financial Proposals	**5.3** After the technical evaluation is completed, the Client shall inform the Service Provider Firms/Companies who have submitted proposals and shall notify those Service Provider Firms/Companies whose Proposals did not qualify technically or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Service Provider Firms/Companies that are technically qualified, the date, time and location for opening the Financial Proposals. The opening date shall be set so as to allow interested Service Provider Firms/Companies sufficient time to make arrangements for attending the opening. **5.4** Financial Proposals shall be opened publicly in the presence of the Service Provider Firms/Companies' representatives who choose to attend. The name of the Service Provider Firm/Company and the technical scores of the Service Provider Firms/Companies shall be read aloud. The Financial Proposals shall be opened, and the total prices of each category/itme will be read aloud and recorded. **5.5** The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

6. Formation of Agreement & Negotiation of its Clauses	**6.1** Formation of agreement will be held at the date and address indicated in the Data Sheet. The invited Service Provider Firm/Company will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next lowest Service Provider Firm/Company. Representatives conducting negotiations on behalf of the Service Provider Firm/Company must have written authority to negotiate and conclude an Agreement.
Conclusion of the negotiations	**6.2** Negotiations on agreement clauses will conclude with a review of the draft Agreement. To complete negotiations the Client and the Service Provider Firm/Company will initial the agreed Agreement. If negotiations fail, the Client will invite the Service Provider Firm/Company whose Proposal received the second lowest to negotiate the clauses of agreement.
7. Award of Agreement	**7.1** After completing negotiations the Client shall award the Contract to the selected Service Provider Firm/Company and publish details on the PPRA website and promptly send the signed agreement to A&P Division, National Accountability Bureau (NAB) under section 33-B of NAO. The Contractor shall also notify all Service Provider Firms/Companies who have submitted proposals. After award of contract to the successful bidder , technically disqualified bidders shall return with the unopened Financial Proposals . **7.2** The Service Provider Firm/Company is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality	**8.1** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Service Provider Firms/Companies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Agreement. The undue use by any Service Provider Firm/Company of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Service Provider Firm/Company Selection Guidelines relating to fraud and corruption.

DATA SHEET

Paragraph Reference	
1.1	Name of the Client: **Gujranwala Waste Management Company (GWMC)**
1.2	The bid shall comprise a single package containing two separate packages. Each envelop shall separately contain Technical & Financial Proposal. Name of the contract is: **HIRING OF THIRD PARTY SERVICES FOR THE PROVISION OF DRIVERS (SKILLED LABOR)**
1.3	The Client's representative is: **Senior Manager Procurement & Contracts** 2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala. Tel: 055-9200890-92; Email: info@gwmc.com.pk
1.4	The Client will provide the following inputs and facilities: All available data and information
1.5	**A pre-bid meeting will be held on January 10, 2017 at 1100 hours in the office of undersigned.**
1.11	Proposals must remain valid for 90 days from the date of submission.
2.1	Clarifications may be requested not later than ***7 days*** before the submission date. The address for requesting clarifications is: **Senior Manager Procurement & Contracts** 2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala. Tel: 055-9200890-92; Email: info@gwmc.com.pk

3.1	Proposals shall be submitted in the following language: **English**
3.5	Amounts payable by the Client to the Bidder under the Agreement to be subject to local taxation: **Yes** √No __
4.3	Service Provider Firm/Company must submit the original and 1 *copy each* of the Technical Proposal, and the Financial Proposal.
4.5	The Proposal submission address is: **Senior Manager Procurement & Contracts** 2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala. Tel: 055-9200890-92; Email: info@gwmc.com.pk Proposals must be submitted no later than the following date and time:

5.2 The Criteria for evaluation of Technical Proposals is as follow:

Sr.No	Description	Requirement
1	Certificate of Company/Firm Registration/Incorporation	Mandatory
2	Registration with NTN /Valid Income Tax /valid Sales Tax Registration and Provincial Sales Tax Registration	Mandatory
3	Valid credit facility from the bank of at least 20% of project cost OR statement to evidence liquid reserves of at least 10% of project cost	Mandatory
4	Proof of Firm/ Company registration with Social Security& EOBI	Mandatory
5	EOBI payment upto December 2016 shall be cleared	Mandatory
6	Preliminary Program /Work/ Delivery Schedule	Mandatory
7	Experience certificate of same or similar job of providing skilled, semi-skilled, unskilled human resource • Proof of providing skilled, semi-skilled and/or unskilled human resource to Solid Waste or other firms/organizations along with performance certificates from the concerned agency within last 2 years • EOBI, Social Security Proof and GL Insurance Policy for last one year	Mandatory
8	Compliance to the Technical Specifications or Terms of Reference of this document. (Undertaking of same on legal stamp paper or company letter head properly signed and stamped)	Mandatory
9	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	Mandatory

6.1	Expected date and address for signing of agreement: **January 2017** **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
7.2	Expected date for commencement of services **January 2017**
General	(i). Service Provider Firm/Company may associate with other Bidders: Yes_√_No. The lead firm should be clearly mentioned and authorized by all the JV firms. (ii). Firms should submit details of similar contracts undertaken/completed.

Section 3: Technical Proposal - Standard Forms

[*Comments in brackets* [ ] *provide guidance to the Service Provider Firms/Companies for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.*]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Service Provider Firm/Company

Organization and Experience

A. Service Provider Firm/Company Organization

B. Service Provider Firm/Company Experience

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: Senior Manager Procurement and Contracts
Gujranwala Waste Management Company
2nd Floor Gujranwala Chamber of Commerce & Industry,
Chamber Plaza, Aiwan-e-Tijarat Road Gujranwala,
Tel 055-9200890-92, Fax: 055-9201265

Dear Sir,

We, the undersigned, offer to provide the services of ***Drivers (Skilled Labor) to Gujranwala Waste Management Company*** in accordance with your Request for Proposal dated _____ we are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Service Provider Firm/Company (if any, otherwise delete this line)*][2]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff/facilities. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the Services not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you

receive. We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 SERVICE PROVIDER FIRM/COMPANY'S ORGANIZATION AND EXPERIENCE

A - Service Provider Firm/Company Organization

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

B –Service Provider Firm/Company Experience

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out Services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.*]

Contract name:	Value of the agreement (in PKR):
Country: Location within country:	Duration of contract (months):
Name of Client:	
Start date (month/year): Completion date (month/year):	Value of contracts services provided by your firm under the agreement (in PKR):
Name of associated Service Provider Firms/Companies, if any:	
Number of years of Experience in providing human resource: Nature and number of personnel provided by your firm:	
Narrative description of contract:	
Satisfactory Completion Letter should also be attached with the Experience sheets.	

Section 4: Financial Proposal - Standard Forms

FIN-1 Financial Proposal Submission.

FIN-2 Summary of Costs.

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: **Senior Manager Procurement and Contracts**
Gujranwala Waste Management Company.
2nd Floor Gujranwala Chamber of Commerce &Industry,
Chamber Plaza, Aiwan-e-Tijarat Road
Gujranwala.
Tel 055-9200890-92, Fax: 055-9201265

Dear Sir,

We, the undersigned, offer to provide the ***Services of Drivers (Skilled Labor) to GWMC*** in accordance with your Request for Proposal dated _____and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amounts calculated for Individual vehicle basis) separately in words and figures*[1]]. This amount is inclusive of the taxes, which shall be levy on such services.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

_____

FORM FIN-2 SUMMARY OF COSTS

FINANCIAL PROPOSAL

Sr.#	Description of Labor	No. of Driver	Service period (Months)	Minimum Salary per driver per month	Administrative & social costs per driver per month (Rs.)	Total Rate per driver per month (inclusive all taxes) (Rs.)	Total Cost (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(5+6)	(5+6) x (4) x (3)
1	Drivers	150	5+ 12	15,000			
Grand Total With all Applicable Taxes (Sales and Income Tax).							

Note 1: Please note that Financial Proposal must be inclusive of all applicable taxes (income tax and sales tax). The contractor should submit the the breakup of administrative and social cost.

Bid Security:

The Bid Security / Earnest Money **(refundable)** for the sum of PKR 547,893 in the form of CDR i.e. Bank Draft, Pay Order

Performance Security:

The successful Service Provider Firm/Company shall provide **Performance Security (refundable) equal to 1% of Contract Value** in the form of Bank Guarantee.

Bid Validity:

Proposals will remain valid for 90 days from date of submission and validity period is extendable upto maximum original bid validity period with mutual understanding.

Mininmum Wage Rates:

The quotes shall be based on the minimum wage rates as revised in the budget for FY 2016-17 and no adjustment to that effect shall be provided later except any change in minimum wage rates.

1- Drivers- 15,000 per Month

Contract Period:

This contract will be valid upto June 30, 2018

Section - 5

Terms of Reference (TORs)/ Technical Specifications

1) Drivers:

- HTV or LTV valid licensed
- Good communication skills.
- Should be conversant with vehicle inspection and servicing
- Should be medically fit (certificate, CNIC and Photograph required after the award of the contract).

- **Education:** "Minimum Primary"
- **Experience:** Minimum 3 to 5 years of work experience for a company/public service agency (preferably heavy automobiles like trucks, loaders etc.

The total number of Drivers will be 150

The following Conditions are applicable to the Contract are set forth herein:

I. In case of violation of Terms and Conditions of the contract by the Contractor, the Client shall reserve the right to forfeit the Performance Security in full or partly.

II. The agreed number of drivers as provided in the contract shall be provided within 15 days of signing of this contract or issuance of work order whichever is earlier.

III. The Client may ask for additional number of drivers and which the Contractor shall provide in agreed additional time those additional drivers shall be billed on the same rate on which the contract is awarded.

IV. The Contractor shall be bound to engage and include the drivers which are recommended by the Client.

V. The Contractor shall be bound to remove the drivers whom are required, by the Client in writing, to be removed.

VI. If a drivers is removed from the job or leaves the job the replacement period shall be of three days at maximum.

VII. The Contractor shall be responsible for adherence and compliance of all applicable Labor Laws for time being enforced including EOBI, Social Security, Compulsory Group Life Insurance and etc.

VIII. It shall be the responsibility of the Contractor to ensure that the drivers provided to the Client are physically fit and also provide a fitness certificate from registered medical practitioner.

IX. Any unauthorized Absence shall be deductible from the monthly invoice of Contractor at the rate of 1.5 days salary of such worker on invoice rate for that

particular day. If overall un-authorized absence exceeds 5%, of the total no. of drivers provided to GWMC, the rate of deduction will be 2 days salary for each drivers for all the exceeding the 5% of the total number in that particular day.

X. Provided that if the overall un-authorized absence exceeds 10% two times in a month, of the total no. of drivers provided to GWMC, the performance security amount held by GWMC will be forfeited.

XI. Provided that in any case against one un-authorized absence the Contractor shall only deduct one day salary of the worker in accordance with the minimum salary payable to the worker.

XII. If notified by the Client the Service Provider Firm/Company shall ensure the presence of drivers on gazetted holidays. But in case drivers have to work on any of the gazetted holidays their leave shall be adjusted as per labor laws.

XIII. The Client shall notify Standard Operating Procedures (SOPs) for calculation of overtime and for leave management.

XIV. Any of the leave by any worker violating the SOP notified by the Client shall also be deductible.

XV. Daily duty period of every driver shall be 8 hours and working days in a week shall be 06.

XVI. Provided that late coming, upto one hour, of any worker shall not be considered as deductible and late working, upto one hour, shall not be considered as chargeable.

XVII. The overtime (if any) shall be billed as per notified SOP.

XVIII. Verification of the particulars, reference check and criminal record check, of the driver, shall be the responsibility of the Contractor.

XIX. Contractor shall be responsible for the provision of uniforms work shoes, tools & equipment (brooms, dabray, phoryian, handcarts etc.), safety gadgets etc. with the schedule as under:-

- The Contractor shall buy the insurance cover to fully indemnify the Client from any of the damages and accidental casualty taken place to the drivers provided by the Contractor during the performance of their duty.
- The drivers provided by Contractor shall be deployed as per the directions of Ops Department.
- Contractor shall pay, net salaries except deduction against unauthorized absence, to the drivers provided to the client.
- Contractor shall submit proof of paying the salary to drivers every month.

XX. Rates quoted shall be fixed except in case of change in minimum wages rate by the Government it shall be adjustable in same percentage of salaries payable to drivers only.

XXI. The Contractor shall be bound to pay salaries to the drivers upto seventh (7th) day of every month. Any delay in salary payment may result in 5% penalty to the Contractor. The 5% penalty will be deducted from the total bill of the respective

month on proportainate basis for the number of payment days in delay.

XXII. Any deduction from the salaries of drivers shall be communicated to HR Department well in time.

XXIII. The contractor shall provide identity card to each driver.

XXIV. If any incident happened due the negligence of driver, the contractor shall pay the full incident amount to Client.

AGREEMENT

THIS AGREEMENT, together with APPENDICES A to D which constitutes an integral part thereof (herein referred to as the Agreement), is entered into on this day …..of the month of ….. in the year 2016.

between

Gujranwala Waste Management Company (GWMC), 2nd Floor, GCCI Building, Chamber Plaza, Aiwane Tijarat Road, Gujranwala] (herein referred to as the "Client") of the first part;

and

……, having their registered office at ……. (herein referred to as "Service Provider /Contractor"), of the second part.

WHEREAS: The Tender for this Contract was opened on ……, with the participation of five bidders in open competitive bidding process. After fulfilling of all procedures and formalities as per the PPRA Rules 2014, the Bid/Tender Evaluation Committee approved the award of Contract to …… ……**,** subsequently GWMC issued a Letter of Acceptance to …… dated ……. and Work Order dated …….. consecutively, and the Contractor has accepted the Client's offer. This agreement also includes the following Annexures/Appendixes;

- Appendix-A- The Project & Scope of Services
- Appendix-B- Time/Work Schedule
- Appendix-C-Payment for Services and Schedule of Payment
- Appendix-D-Special Conditions
- Appendix-E- Letter of Acceptance
- Appendix-F-Work Order
- Appendix-G-Bidding Documents

The Parties hereto agree as under:-

1. ARTICLE 1: THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

2. ARTICLE 2: SCOPE OF SERVICES

2.1 The scope of services (herein referred to as "Services") to be performed by the Contractor for the Project under this Agreement are described in the attached Appendix A.

3. ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

3.2 Time Schedule of Services

The Time Schedule of services is given in the attached Appendix B.

3.3 Extension of Time

The Contract period is about 17 Months starting from date of agreement signing/work order issued (i.e February 2016 to June 30, 2018).

4. ARTICLE 4: MODE OF OPERATION

4.1 Obligations of the Contractor

(a)- The Contractor shall perform Services as an independent contractor in accordance with recognized local / national standards, applicable laws and regulations.

(b)- The Contractor shall appoint a Project Manager named in Appendix -D who shall represent the Contractor for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Contractor.

(c)- The Contractor shall carry out the Services with due diligence and efficiency and in conformity with sound practices.

(d)- The Contractor shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and

operational practices.

(e)- The Contractor shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

(f)- Except with the prior written approval of the Client, the Contractor shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent Contractor or sub-contractor to perform any part of the Services.

(g)- The Contractor agrees that no proprietary and confidential information received by the Contractor from the Client shall be disclosed to a third party unless the Contractor receives a written permission from the Client to do so.

4.2 Obligations of the Client

The Client shall provide to the Contractor:

(a)- All necessary information, data/documents/reports**,** that may be required by the Contractor for performing the Services within the Time Schedule given in Appendix B.

(**b)-** The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Contractor.

(c)- The Client shall take all necessary measures to make timely payments to the Contractor as stipulated in Article 5, hereof.

5. ARTICLE 5: PAYMENT FOR SERVICES AND SCHEDULE OF PAYMENT

The payment for Services rendered by the Contractor and the mode of payment shall be as described in the attached Appendix-C.

6. ARTICLE 6: ADDITIONAL SERVICES

The Client may ask the Contractor to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. the Contractor shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

7. ARTICLE 7: TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of services have been made.

7.2 Termination by the Client

The Client may, by a written notice of thirty (30) days to the Contractor, terminate this Agreement. All accounts between the Client and the Contractor shall be settled not later than sixty (60) days of the date of such termination.

7.3 Termination by the Contractor

The Contractor may suspend the Agreement by a written notice of thirty (30) days only if the Contractor does not receive payments due under this Agreement within forty five (45) days of submission of its invoice. If the payment is still not made to the Contractor after forty five (45) days of notice of suspension, the Contractor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Contractor under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Contractor.

8. ARTICLE 8: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under

the Agreement.

9. ARTICLE 9: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Gujranwala, Pakistan as given in Appendix D, Special Conditions.

10. ARTICLE 10: LANGUAGE, APPLICABLE LAWS AND TAXATION

The provisions of this Contract shall be in the English Language. The law governing the provision of this Contract shall be the applicable law(s) of the Government of Punjab/Pakistan.

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

The Contractor shall have sole responsibility for compliance with the tax laws which apply to it. Failure to comply shall render the relevant invoices invalid.

The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and Services required for performance of the Contract are included all kind of taxes and duties (if applicable).

Invoices presented by the Contractor shall indicate its place of taxation for all purposes and shall specify separately the amounts not including tax and the amounts including tax.

11. ARTICLE 11: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.
If there is any amendment in the relevant laws/ policy or is held to be so, by a court of competent jurisdiction, then the parties shall join in and agree to the amendment, the relevant provision or clause can may be add or remove under the applicable law.

12. ARTICLE 12: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client **Managing Director**
Gujranwala Waste Management Company (GWMC).
2nd Floor, GCCI Building, Chamber Plaza, Aiwan-e- Tijarat Road, Gujranwala.

To: The Contractor **Address**

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or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

The Contractor shall submit Bid Security equivalent to ……. only.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF (The Contractor)	FOR AND ON BEHALF OF (The Client)
Signed by: ----------	Signed by:
Designation: ----------	Designation:----------
……	Gujranwala waste Management Company.
Witness:	Witness:
Name_____	Name:_____
Signature:----------	Signature:----------

APPENDIX A

THE PROJECT

&

SCOPE OF SERVICES

A-1 THE PROJECT

A-2 SCOPE OF SERVICES

A-3 INFORMATION DATA/DOCUMENTS/REPORTS

APPENDIX B

TIME/WORK SCHEDULE

B-1 Effective Date of Commencement of Services.

B-2 Time/Work Schedule of Services

APPENDIX C

PAYMENT FOR SERVICES

&

SCHEDULE OF PAYMENT

C-2 Schedule of Payments

The payment will be made within 30 days of invoice submission as per PPRA Rules 2014.

C-3 Total Contract Value is

APPENDIX D

SPECIAL CONDITIONS

D-1 PROJECT MANAGER

D-2 REPRESENTATIVE OF THE CLIENT

- **Faisal Nazir**
  Manager Procurement & Contracts

  Contractual Matters

- **Aamir Mushtaq**
  Manager Operations

  Operational Matters

D-3 VENUE OF ARBITRATION

- **Gujranwala, Pakistan**

D-4 LOCATION OF THE COURTS HAVING JURISDICTION

- All the Courts in Gujranwala