REQUEST FOR PROPOSAL

FOR

HIRING OF THIRD PARTY SERVICES FOR THE PROVISION OF SANITARY WORKERS & DRIVERS

April, 2017

Single Stage Two Envelope Procedure

REVISED BIDDING DOCUMENT

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GUJRANWALA WASTE MANAGEMENT COMPANY

Section 1: Letter of Invitation

REQUEST FOR PROPOSALS FOR HIRING THIRD PARTY SERVICES FOR THE PROVISION OF SANITARY WORKERS & DRIVERS

M/s Gujranwala Waste Management Company (GWMC) invites bids from eligible registered national/local Firms, Companies or Joint Ventures of Workforce & Human Resource Providers for providing the Sanitary workers 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 **12:00 pm** on **May 15, 2017**. Technical Proposals will be opened on the same day at **12:30 pm** in the presence of the representative of the firms who may wish to attend. The Bid Security / Earnest Money for the sum of **PKR:500,000/-** 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**.**
A pre-bid meeting wil be held on May 06, 2017 at 12:00 pm at the address given below.

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).

Managing Director (GWMC)
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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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.

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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.

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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.

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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;

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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.

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	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.

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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.
3. 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.

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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.
	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.

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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.

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	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.

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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.

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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.

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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.
9. Evaluation of Bids:	**Evaluation shall be done at Individual Bid Price for Each Lot. Bidders can participate in one or more lots. Incomplete or partially filled bids will be considered as non-responsive.**
10. Sign and Stamp	Bidder is required to stamp every page of the bid document along with signature at the required pages and submit back along with the bid.
11. Joint Venture	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 and severally for the executing 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 Forms and the Form of Agreement (in case of a successful Bid); and e) A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid.

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12. Clients right to Accept or Reject Proposal.	The Client reserves the right to accept or reject any bid at his 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 of the grounds for the Client's action.
13. Post-qualification and Award Criteria	a. The Client will determine to its satisfaction whether the bidder has offered Service at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract b. 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. c. the Client will award the Contract to the bidder if its bid has been determined to be substantially responsive to the Bidding Documents, qualifies the technical evaluation criteria and who has offered the lowest evaluated Bid Price for a specific lot 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.
14. 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 workers / Services specified in the Specifications, without any change in unit prices or other terms and conditions.
15. Signing of Contract	a. After the acceptance of performance security by the Client, the Client will send to the successful bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. b. Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Client will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. c. The formal Agreement between the Client and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Client.

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16. Income Tax & General Sales Tax	The bidder may make inquires on income tax to the concerned authorities of Income Tax and General Sales Tax Department, Government of Pakistan.
17. Integrity Pact	**The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-B to Bid in the Bidding Document for all procurement contracts exceeding Rupees ten (10) million.**

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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 Sanitary Workers (Un-Skilled Labor) and Drivers (Skilled Labor)".**
1.3	The Client's representative is: **Managing Director** 2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala. Tel: 055-9200890-92; Email: info@gwmc.com.pk
1.3	The Client will provide the following inputs and facilities: All available data and information
1.5	**A pre-bid meeting will be held on May 06, 2017 at 12:00 pm in the office of undersigned.**
1.11	Proposals must remain valid for **120 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: **Managing Director** 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**

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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: **Managing Director** 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:

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5.2	**The Criteria for evaluation of Technical Proposals is as follow:**				
	Sr. No	**Description**	**Tick Yes/No**		**Documents Attached at Annexure**
	1	Valid Certificate for registeration of Company/Firm under laws of Pakistan			
	2	Valid registeration with; • EOBI • Social Security Institution			
	3	Valid Credit Facility to evidence availability of liquid reserves enough to cover atleast one month payroll of tendered workforce **OR** Bank Statement (in original) covering a period of one year up-to 15 April ,2017 showing quarterly average balance of the aforesaid amount.			
	4	Copy of registeration with • Income Tax Authority (FBR) • Sales tax on Service Authority (Valid NTN and Valid PNTN)			
	5	At least two Experience certificates of same or similar jobs of providing skilled, semi-skilled, unskilled human resource to public or private sector organizations.			
	6	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			
	7	Undertaking for Compliance with TOR'S and Conditions given in Section-5 of this RFP.			

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6.1	Expected date and address for signing of agreement: **June , 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 **June 01, 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.
Performance Security	**1% of Contract value (to the extent of lots ,in which bidder is applyying) in the form of bank guarantee.**
3.3	**Up-till june 30, 2018**
Bid Security	**PKR: 500,000/- only in the form of CDR i.e. Bank Draft, Pay Order in favor of Gujranwala Waste Management Company**

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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

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FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: **Managing Director**
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 ***sanitary workers and Drivers 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:

_____

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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.*]

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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.	

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Section 4: Financial Proposal - Standard Forms

FIN-1 Financial Proposal Submission.

FIN-2 Summary of Costs.

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FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: **Managing Director**
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 Sanitary workers and Drivers 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 Lot Basis) separately in words and figures*[1]]. This amount is inclusive of the taxes, which shall be levy on such services.

(a) We have examined and have no reservations to the Bidding Documents.

(b) The price of our Bid, excluding any discounts offered is as below

Lot #	Description of Labour	Required Quantities for Category	Total Price (Inclusive of all applicable taxes)
1	PROVIDING SANITORY WORKERS FOR GWMC	**800**	

Lot #	Description of Drivers (HTV)	Required Quantities for Category	Total Price (Inclusive of all applicable taxes)
2	PROVIDING DRIVERS FOR GWMC HTV Category	**40**	

Lot#	Description of Drivers (LTV)	Required Quantities for Category	Total Price (Inclusive of all applicable taxes)
3	PROVIDING DRIVERS FOR GWMC LTV Category	**140**	

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(c) The discounts offered and the methodology for their application are:-

_____

(d) Our Bid shall be valid for a period of **One Hundred and Twenty (120)** days from the date fixed for the bid 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;

(e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(f) 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 and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Services.

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

(h) We agree to permit 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. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with the requirements stipulated in the bidding document.

(i) If awarded the contract, the person named below shall act as Contractor's Representative.

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 which is 120 Days.

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: _____

_____

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FINANCIAL PROPOSAL
FORM FIN-2 SUMMARY OF COSTS

LOT#	Description of Worker	No. of workers	Service period (Months)	Minimum Salary per worker per month (Rs.)	Administrative & social costs per worker per month (Rs.)	Total Rate per worker per month (inclusive all taxes) (Rs.)	Total Cost (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(5+6)	(5+6) x (4)x(3)
1	Janitorial Staff	800	13	14,000			
2	Drivers (HTV)	40	13	19,000			
3	Drivers (LTV)	140	13	16,000			
Grand Total With all Applicable Taxes (Sales and Income Tax).							

Note: The quotes shall be based on the minimum wage rates as defined in above schedule and no adjustment to that effect shall be provided except change in minimum wage rate. (Reimbursement of actual DIRECT cost escalation ONLY shall be entertained.The contractor shall be required to furnish proof of the cost escalation so claimed)

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Section - 5

Terms of Reference (TORs)/ Technical Specifications/Conditions

1) **Janitorial Staff (800 Required number of workers)**

- **Should be experienced in janitorial services (CNIC and Photograph required after the award of the contract).**
- **Pick up, carry, and empty refuse or recycling containers into truck**
- **Load and unload trucks, either by operating equipment or picking up, carrying, and emptying refuse containers into trucks.**
- **Perform other related duties as assigned.**
- **Should be medically fit (certificate required)**
- **Should be familiar with waste lifting, manual sweeping through brooms, drains cleaning, road washing and other related activities**

2) **Drivers: (180 Required number of Drivers)**

- **HTV (40 No's of Drivers) and LTV (140 No's of Drivers) 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).**

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

(i) The agreed number of workers shall be provided within 10 days after signing of this contract or issuance of work order whichever is earlier. In case of failure to provide required workforce penalty will be imposed for each leftover worker @ Rs. 200 per day.

(ii) The Service Firm shall be bound to engage and induct the workers which are recommended by the Client.

(iii) The Service Firm shall be bound to remove the workers to whom client has reservations/ objections about their performance.

(iv) If a worker is removed from the job or leaves the job, the replacement period shall be maximum 7 calendar days.

(v) The Service Firm shall be responsible for adherence and compliance of all applicable Labour Laws for time being enforced including EOBI, Social Security and Group Life Insurance and all other related laws of the land.

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(vi) There shall be twenty-six (26) working days in a month, however on client request Working days may be 30.

(vii) All workers shall be entitled to "leave" according to labour laws with due approval/authorization of their **supervisor** and service provider will be bound to provide alternate worker.

(viii) The Contractor shall be bound to provide the workers as per written requirement of the client on gazette holidays, festivals etc. and shall claim their salary separately for payment to workers along with monthly invoice.

(ix) Daily duty hours of every worker shall be 8 hours.

(x) Verification of the particulars, reference check and criminal record check, of the workers, shall be the responsibility of the Service Firm.

(xi) Service Firm shall be responsible for the return of uniforms, tools and equipment provided to the workers by the Client. In case of any non-recovery of items, service firm shall re-reimburse the corresponding book value.

(xii) Service firm shall pay to the workers provided to the client at following rates per month:

SCOPE OF SERVICES

Lot #	Description of Labour	No. of Worker	Minimum Salary per worker per month
1	PROVIDING SANITORY WORKERS FOR GWMC	800	14,000
2	PROVIDING DRIVERS FOR GWMC (HTV)	40	19,000
3	PROVIDING DRIVERS FOR GWMC (LTV)	140	16,000
Total No of Workers Required		**980**	

Note: The above given number of workers and assignment may be changed on the requirements of the Client.

Contractor is bound to provide service Identity card/EMI Card to each employee and attendance will only be considered if employee is wearing employee card with picture

(xiii) Service firm shall submit proof of paying the salary to workers every month along with the bill/invoice

(xiv) The contractor will ensure required number of employees on each day at each site. One representative of the Contractor will be available on field for assurance of attendance as per required number of workers.

(xv) Any new appointment or replacement of worker shall br subject to written approval of SMO (GWMC).

PENALITIES:

The contractor shall ensure the required attendance during all public holidays / local holidays or any other special occasions. In case of absence of workers on above- mentioned occasions, a penalty amounting to two times the absence period of absent workers will be imposed.

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Contractor will ensure the disbursement of salaries within 5 days after provision of attendance/ data by the client. In case of delay, penalty @ rate of PKR. 100 / worker / day will be imposed. This rate will be applicable for delay up to maximum of 7 days. In case of further delay, the contractor will be penalized @ rate of PKR. 200 / Worker / day for next seven days If the salaries are not reimbursed within 15 days after it become due, Client has the right to terminate the contract under Clause 7.2.

Disbursement of salaries to the workforce by the contractor shall not be linked to the any other payment which contractor is entitled to receive from the client.

If aggregate attendance days are less than 75% per month, a penalty will be imposed on the contractor as per following criteria

Monthly Attendence	Penalty
(as %age of target attendance based on working	(as %age of invoiced *management
Less than 75% but Greater than or equal to 70%	10%
Less than 70% but Greater than or equal to 65%	15%
Less than 65% but Greater than or equal to 60%	20%
Less than 60% but Greater than or equal to 55%	25%
Less than 55% but Greater than or equal to 50%	30%
Equal to 50%	50%
Less than 50%	100%

*Management Cost = Quoted Rate-Wage rate Payable

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SCGEDULE "B" TO BID

(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

Contract No._____Dated _____
Contract Value:_____
Contract Title: _____

_____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from **Gujranwala Waste Management Company (GWMC)** or any functional department controlled by GWMC through any corrupt business practice.

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

_____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GWMC and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	**[Seal]**

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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 2017.

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 ---------- 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

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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 Contract period

The Contract period is about / approximately 13 months starting from date of agreement signing/work order issued (i.e Tentatively 1st June, 2017 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

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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.

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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 certifcation 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

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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.

13.ARTICLE
INDEMNIFICATION

The Service Firm shall buy the insurance cover to fully indemnify the Client from any of the damages, losses, theft and accidental casualty taken place by the workers during working hours provided by the Service Firm during the performance of their duty.

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)

Signed by: ----------

Designation: ----------

……

FOR AND ON BEHALF OF
(The Client)

Signed by:

Designation:----------

Gujranwala waste Management Company.

Witness:

Name_____

Signature:----------

Witness:

Name:_____

Signature:----------

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APPENDIX A

THE PROJECT

&

SCOPE OF SERVICES

A-1 THE PROJECT

A-2 SCOPE OF SERVICES

A-3 INFORMATION DATA/DOCUMENTS/REPORTS

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APPENDIX B

TIME/WORK SCHEDULE

B-1 Effective Date of Commencement of Services.

B-2 Time/Work Schedule of Services

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APPENDIX C

PAYMENT FOR SERVICES

&

SCHEDULE OF PAYMENT

C-2 Schedule of Payments

The payment will be made within 30 days of invoice certification as per PPRA Rules 2014.
(The contractor shall be required to submit proof of payment to workers, made through proper banking channel, along with the bills of any particular month)

C-3 Total Contract Value is
PKR----------

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APPENDIX D

SPECIAL CONDITIONS

D-1 PROJECT MANAGER

D-2 REPRESENTATIVE OF THE CLIENT

Managing director or any of his representative

D-3 VENUE OF ARBITRATION

- **Gujranwala, Pakistan**

D-4 LOCATION OF THE COURTS HAVING JURISDICTION

- All the Courts in Gujranwala

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