GUJRANWALA WASTE MANAGEMENT COMPANY

REQUEST FOR TENDER

Procurement No. 282

PROCUREMENT OF BATTERIES FOR OPERATIONAL VEHICLES OF GWMC 2018-19

Single Stage One Envelope

FRAMEWORK CONTRACT (As per Rule No. 15 of PPRA Rules, 2014)

In line with PPRA Rules 2014

FOR REFERENCE ONLY

RFP Issued on: 3rd July, 2018

Office Address:
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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DISCLAIMER

This Request for Tender Document is provided to the recipient solely for use in preparing and submitting applications in connection with bid for Procurement of Batteries for Operational Vehicles of GWMC. The Request for Tender (RFT) Document is being issued by the GWMC solely for use by prospective bidders in considering this assignment. Neither GWMC, nor their employees make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in other document made available to a person in connection with the tender process for the assignment and shall have no liability for this RFT Document or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Assignment. Neither GWMC nor their representatives will be liable to reimburse or compensate the recipient for any costs nor expenses incurred by the recipient in evaluating or acting upon this RFT Document or otherwise in connection with the Assignment as contemplated herein. GWMC reserves its right, in its full discretion, to modify the RFT and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs nor expenses incurred by the recipient in such an event .

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Invitation for Bids

Dated: July 3, 2018

1. Gujranwala Waste Management Company (GWMC), Government of the Punjab, invites sealed bids from eligible bidders, for the following;

Sr. #	Description
1.	Procurement of Batteries for Operational Vehicles of GWMC

2. Bidding shall be conducted through Open Competitive Bidding (Single Stage-One Envelope) procedures specified in the PPRA rules 2014 and is open to all eligible bidders as defined in the bidding document

3. Interested eligible bidders may obtain bidding documents and further information from the office of GWMC after written submission of application in the name of MD, GWMC at the cost of Rs. 1,000/- (Non-Refundable), which should be deposited in GWMC bank account No: 10861-7, Trust Plaza Branch, Bank of Punjab, Gujranwala, during office hours or can be accessed online at www.ppra.punjab.gov.pk , www.gwmc.com.pk. Late Proposals will be rejected. Bids of only those bidders will be entertained who purchased the Tender document.

4. The provisions in the Instructions to Bidders are the provisions of the Bidding Documents.
5. The Contract is awarded under framework contract (Rule No-15 PPRA). Frame work contract will be for One**-Year Time Period Effective from Date Of Signing Of Contract Agreement** and **'Framework Contract'** means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of Goods, Goods or works over a specific period against an agreed sum or rate per item or lump sum

5. Sealed Technical & Financial Bids, enclosed in a single envelope, must be delivered to the above office on or before **11:00 AM on July 17, 2018** and must be accompanied by a **Bid Security of PKR 50,000/-** in the form of Bank Guarantee/Demand Draft/CDR/Pay Order as per PPRA Rule # 27 which states *"The procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the estimated price*"

6. Bids will be opened in the presence of bidders' representatives who choose to attend at **11:30 AM** in the Office of GWMC, on the same date **i.e. July 17, 2018** (with original CNICs of bidders/representatives).

7. The bidders are requested to give their best and final prices as no negotiations are permissible as per PPRA Rules and regulations.

8. Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificate must be provided.

9. For obtaining any further information or clarifications, please contact the person named below:

MANAGING DIRECTOR
Gujranwala Waste Management Company (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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Part-I
Section I. Instructions to Bidders

A. Introduction

1. Source of Funds

1.1 The Procuring Agency is Gujranwala Waste Management Company

2. Eligible Bidders

2.1 This Invitation for Bids is open to all contractors mentioned in Eligibility Criteria.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide services for the preparation of the design, specifications, and other documents to be used for the procurement of 'Batteries For Operational Vehicles Of GWMC' to be procured under this Invitation for Bids.

2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.

2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).

3. Eligible Goods and Services

3.1 All goods to be supplied under the contract shall meet the specification of the goods required in the Technical Specification.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

a) Instructions to Bidders (ITB)
b) Bid Data Sheet
c) Technical Specifications
d) Bid Submission Form
e) Bid Security Form
f) Price Schedules
g) Terms & Conditions

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser's address. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than **seven (7) days** prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.

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7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the

Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;

(b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be **inclusive of all applicable taxes.**

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.1 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an **adjustable price quotation** will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

12. Bid Currencies

12.1 Prices shall be quoted in **Pak Rupees**.

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13. Documents Establishing Bidder's Eligibility and Qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, that the technical specifications of the goods are compliant with the technical specifications as required in the Section III of Part 1 as Technical Specifications.

14.2 For purposes of the commentary to be furnished, the Bidder shall note that standards for material as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The Bid Security shall be in **PKR** and must be **valid for ninety (90) days beyond the validity of bid.**

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

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15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as the successful bidder will furnish performance security.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing of Contract, pursuant to ITB Clause 31, and furnishing the performance security, pursuant to ITB Clause 32.

15.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity

specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the sign contract in accordance with ITB Clause 31;

Or

(ii) to furnish performance security in accordance with ITB Clause 32.

16. Period of Validity of Bids and Duration

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

16.3 Total duration of assignment is mentioned in the Bid Data Sheet**.**

17. Format and Signing of Bid

17.1 **SINGLE STAGE ONE ENVELOPE** bidding procedure shall be adopted as per PPRA Rules, 2014. The bidder shall seal the original Technical and Financial bid into a **Single Envelope.** The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID".

17.2 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un amended printed literature, shall be initialed by the person or persons signing the bid.

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

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

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D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original bid in envelopes, duly marking the envelopes as "ORIGINAL".

18.2 The envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

FOR REFERENCE ONLY

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary

24.1 The Purchaser will examine the bids to determine whether they

Examination

are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 15), and **Taxes and Duties** (Terms & Conditions), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Qualification & Evaluation of Bids

25.1 The Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.

25.2 The determination will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will **technically evaluate** and compare the bids which have been determined to be substantially responsive,

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pursuant to ITB Clause 24, as per Technical Specifications required

25.4 The Purchaser's **financial evaluation** of a bid will be on Lowest Evaluated Bid inclusive of all prevailing taxes and duties.

26. Contacting the Purchaser

26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Award Criteria

27.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

28. Purchaser's Right to Vary Quantities at Time of Award

28.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

29. Purchaser's Right to Accept or Reject All Bids

29.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action.

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30. Notification of Award

30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

30.2 The notification of award will constitute the formation of the Agreement.

30.3 Upon the successful Bidder's furnishing of the performance

security pursuant to ITB Clause 32, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

31. Performance Security

31.1 Within seven (07) days of the receipt of LOA from the Purchaser, the successful Bidder shall furnish the performance security (in the form of Bank Guarantee/CDR/DD) in accordance with the Terms & Conditions of LOA, or in another form acceptable to the Purchaser.

31.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

32. Corrupt or Fraudulent Practices

32.1 The Procuring Agency requires that Bidders, Contractors, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) "collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) The Procuring Agency will sanction a firm, in

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accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

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Part-I
Section II. Bid Data Sheet

The following specific data for the **Procurement of Batteries for Operational Vehicles of GWMC** to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Procuring Agency: **Gujranwala Waste Management Company**
ITB 1.1	Name of Contract: **Procurement of Batteries for Operational Vehicles of GWMC**
ITB 4.1	Name of Purchaser: Gujranwala Waste Management Company
ITB 6.1	For clarification purposes, the Purchaser's address is: **MANAGING DIRECTOR** Gujranwala Waste Management Company (GWMC) 2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala. Tel: 055-9200890-92; Email: info@gwmc.com.pk Requests for clarification shall be received by the Purchaser no Later than **07 days** prior submission deadline
ITB 8.1	Language of the bid – English

Bid Price and Currency	
ITB 11.4	The price shall be in Pak Rupees and shall be fixed and inclusive of all applicable taxes in Pakistan.

Preparation and Submission of Bids

FOR REFERENCE ONLY

ITB 13

ELIGIBILITY CRITERIA:

The applicants fulfilling the following basic eligibility requirement shall only be considered for further evaluation (relevant documents to be attached)

a) Legal Status of Bidder

For Companies

i. Certificate of Incorporation duly issued by SECP or RJSC/ or local body in case of foreign firm. OR

For Sole Proprietorship

ii. Copy of CNIC and an Affidavit/Undertaking on stamp Paper of Rs. 100 of Sole Proprietorship OR

For Partnership Firm/Association of Persons

iii. Certified copy of Partnership deed and Form C duly issued by registrar of Firms

b) Registration with Income Tax Authorities. NTN and STN/PNTN

c) Declaration of non-involvement in litigation / arbitration / black listing. (Certificate to this effect on Rs.100/= non-judicial stamp paper to be provided).

d) Affidavit/ Undertaking for Correctness of Information

e) The bidder shall give an undertaking on the non-Judicial Stamp paper confirming the specifications of goods, availability of required /Items/ Batteries on the defined time lines in the technical specifications of the bidding documents.

EVALUATION CRITERIA:

Sr. No.	Criteria	Requirement

FOR REFERENCE ONLY

<table>
<tr><td></td><td>
<table>
<tr><td>1.</td><td>Statement of the bidder's bank account duly issued and certified by the bank for a period from July 1, 2017 to June 30, 2018 showing an average monthly closing balance[1] of PKR 100,000 at minimum

OR

PKR 500,000/- valid and unutilized credit facility, as of the bid submission date, issued from a scheduled bank.</td><td>Mandatory</td></tr>
<tr><td>2.</td><td>Technical Specifications with brand of quoted Batteries (Must be supported with relevant documentation (brochures) in conformation with Technical Specifications/TORs of bidding document).</td><td>Mandatory</td></tr>
<tr><td>3.</td><td>Proof of Relevant experience for the provision of similar nature goods/items/services to public & private sector companies</td><td>Mandatory</td></tr>
</table>

AWARD OF CONTRACT: All technical proposals will be evaluated on basis of above given evaluation criteria/bidding documents and bidders who do not fulfill above mentioned technical criteria/bidding documents will be considered as technically non responsive bidders and will not be taken into consideration for comparative financial evaluation. However technically qualified bidders (Responsive to Technical Evaluation Criteria) will be considered responsive bidder, and among technically responsive and qualified bidders, the bidder with lowest financial proposal (on composite rate basis) will be awarded the contract
</td></tr>
<tr><td>ITB 15.1</td><td>Amount of Bid Security: Rs. 50,000/-

Bid Securities shall be in the prescribed format, Bank Guarantee/Demand Draft/CDR</td></tr>
<tr><td>ITB 16.1</td><td>Bid Validity Period: 120 days after the date of opening of bid.

No change in price will be made during contract period</td></tr>
<tr><td>ITB 16.4</td><td>Duration of Assignment: 1 Year (Framework Contract) as per PPRA Ruled, 2014</td></tr>
<tr><td>ITB 17.1</td><td>Number of Copies: (01) One Original</td></tr>
<tr><td>ITB 18.2 (a)</td><td>Address for Bid Submission:
MANAGING DIRECTOR
Gujranwala Waste Management Company (GWMC)</td></tr>
</table>

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[1] Average Monthly Closing Balance is defined herein as; The average, computed for the sum of balances at the last day of each month in the given bank statement(s) for 12 months

	2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala. Tel: 055-9200890-92; Email: info@gwmc.com.pk
ITB 18.2 (b)	**Title: Procurement Of Batteries For Operational Vehicles Of GWMC**
ITB 19.1	Deadline for Bid Submission: **July 17, 2018**
ITB 22.1	**Time, Date, and Place for Bid Opening: 11:30 AM, July 17, 2018**

Bid Evaluation	
ITB 25.3	**Criteria for bid evaluation:** Lowest Cost offered by the qualified responsive bidder (Composite Rate Basis Evaluation).

Contract Award	
ITB 28.1	Percentage for quantity increase or decrease: 15 % of total contract value

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Part-I
Section III. Technical Specifications

Sr. No.	Item Description	Specification	Quantity Required
1.	Battery	50 AMP	2
2.	Battery	80 AMP	124
3.	Battery	100 AMP	3
4.	Battery	120 AMP	39
5.	Battery	135 AMP	28
6.	Battery	180 AMP	1

1. Evaluation shall be done on composite Rate Basis and contract will be awarded accordingly.
2. The contractor should deliver the required quantity of items/Batteries **within 07 days** of receipt of Purchase Order **(Under Framework Contract, As and when required by GWMC)**
3. Contractor is required to provide Batteries at Workshop of Gujranwala Waste Management Company (Sheikupura Road near Mini Stadium Gujranwala). All costs involved in supply of Batteries at the given address shall be borne by the contractor.
4. Inspection will be carried out at the time of Goods Supply by the client and the contractor/ supplier must ensure the compliance with required specifications.
5. The bidder will give an undertaking on the non-Judicial Stamp paper confirming the specifications of goods, availability of required /Items/Batteries on the defined time lines in the technical specifications of the bidding documents.

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Section IV. Bidding Forms

1. Bid Submission Form

Date: _____
No: _____

To
[Client Address]

Having examined the bidding documents including Addenda Nos. *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer for, **Procurement of Batteries for Operational Vehicles of GWMC** in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank/CDR or any other form acceptable to the client in a sum equivalent to **05% percent** of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening under Clause 16 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

_____ _____
[signature] *[in the capacity of]*
Duly authorized to sign Bid for and on behalf of _____

FOR REFERENCE ONLY

BID SECURITY FORM

The Total Bid Security amounting to Rs. _____ (Rupees _____ only) in shape of "Call Deposit Receipt" of the Bank (Name)_____ is attached in accordance with Clause 15 of the Instructions to Bidders. The enclosed CDR number is_____.

Signature of Bidder _____

FOR REFERENCE ONLY

2. Price Schedules

Sr. No.	Item Description	Specification	Quantity	Brand	In PKR	
					Inclusive of all taxes	
					Unit Rate	Total Price
	1	2	3	4	5	6= 3*5
1.	Battery	50 AMP	2			
2.	Battery	80 AMP	124			
3.	Battery	100 AMP	3			
4.	Battery	120 AMP	39			
5.	Battery	135 AMP	28			
6.	Battery	180 AMP	1			
	Total Price in PKR (inclusive of all applicable taxes)					

Note:

1. Evaluation shall be done on Composite Rate Basis and contract will be awarded accordingly **(Under Framework Contract, Batteries As and when required by GWMC)**
2. In case of discrepancy between unit price and total, the unit price shall prevail.
3. Inspection will be carried out at the time of Goods Supply by the client and the contractor/ supplier must ensure the compliance with required specifications.
4. The prices should be quoted in the local currency i.e. Pak Rupees (PKR), and should be inclusive of all supply and installation charges and admissible taxes as per government policy. The Prices indicated in the Price Schedule shall be delivered duty paid (DDP).
5. The contractor should deliver the required quantity of items/Batteries within **07 days** of receipt of Purchase Order
6. Contractor is required to provide Batteries at Workshop of Gujranwala Waste Management Company (Sheikhupura Road near Mini Stadium Gujranwala). All costs involved in supply of Batteries at the given address shall be borne by the contractor.
7. The bidder will give an undertaking on the non-Judicial Stamp paper confirming the specifications of goods, availability of required /Items/Batteries on the defined time lines in the technical specifications of the bidding documents.

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ANNEX-A

GENERAL PARTICULARS OF APPLYING FIRM/COMPANY/CONTRACTOR

Firm's Information	
Name of Firm/Company	
Complete Postal Address	
Phone	
Contact Person / Designation	
Mobile Number	
E-Mail	
Fax Number	
Type of Organization	
Place of Incorporation/Registration	
Year of Incorporation/Registration	
Validity	
National Tax Number	

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ANNEX-B

AFFIDAVIT FOR CORRECTNESS OF INFORMATION

(To be printed on PKR 100 Stamp Paper)

Name of Firm: _____

I, the undersigned, do hereby certify that all the statements made in the Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Purchaser, at any time, deems it necessary.

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

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of GWMC.

GWMC, undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name of Firm: _____

Date: _____

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Section I. Contract Forms (DRAFT)
Frame Work Contract
1. Contract Form

THIS AGREEMENT made the _____ day of _____ 20_____ between [name of Client] (hereinafter called "the Client") of the one part and [name of Contractor] of (hereinafter called "the Contractor") of the other part:

WHEREAS the Client invited bids for **Procurement of Batteries for Operational Vehicles of GWMC"** Framework contract For year 2018/19 viz., and has accepted a bid by the Contractor for the provision in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a) The Bid Form and the Price Schedule submitted by the Bidder;
   b) The Terms of Reference (TORs);
   c) The Conditions of Contract;
   d) The Bank Guarantee (for Performance Security)

3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to supply the goods therein in conformity in all respects with the provisions of the Contract
4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract

   IN WITNESS, whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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Signed, sealed, delivered by the ----------the ----------(for the Client)
Signed, sealed, delivered by the ----------the ----------(for the Contractor)

Part-II
Terms & Conditions

1. Standards

1.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

2. Warranty

2.1. Standard Warranty for all supplied Batteries as approved by the manufacturers should be provided, but not less than **6 Month**.

3. Performance Security

3.1. Within seven (7) days of receipt of the notification of Letter of Acceptance, the successful Bidder shall furnish 05% performance security of the total value of Purchase Order.

3.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

3.3. The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents, CDR/DD or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

3.4. The performance security will be discharged by the Purchaser and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, or expiry of warranty period (whichever is later).

4. Inspections and Tests

4.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the required specifications at no extra cost to the Purchaser.

4.2. The inspections and tests may be conducted on the premises of the Contractor at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Contractor all reasonable facilities and assistance, including access to production data and other necessary documents, shall be furnished to the inspectors at no charge to the Purchaser.

4.3. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Contractor shall either replace the rejected Goods or make

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alterations necessary to meet specification requirements free of cost to the Purchaser.

4.4. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan (in case of Imported Goods) shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

4.5. Inspection and tests prior to delivery of goods and at final acceptance are: -

4.5.1. For Physical Examination (to check the Product Manufacturing Date at the time of supply of Goods)

4.5.2. Its Quality and Conformity with required specifications and standards

5. Packaging

5.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination.

6. Replacement of Defected Goods

6.1. In case any supplies/material is found not in conformity with the specifications provided in the Bidding document, either on account of inferior quality, defective workmanship, faulty design, faulty packing or is short supplied, or wrongly supplied, the supplier will replace the same free of charges or pay the full cost of replacement.

6.2. The Period of service & Manufacture defect rectification or replacement, for Which the Bidder/Contractor will be responsible shall began from the date of delivery of the goods at workshop of GWMC.

7. Delivery and Documents

7.1. The Goods Shall be delivered at workshop of GWMC after issuance of Purchase order from Procurement & contracts department. The P&C department will not accept any claim/Invoice without PO/WO.

7.2. Delivery of the Goods shall be made by the Contractor **as and when** required by the Client in accordance with the terms & conditions and delivery schedule of Purchase Order

8. Payment

8.1. The method and conditions of payment to be made to the Contractor shall be as per Rule No 62 of PPRA Rules, 2014.

8.2. The Contractor's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.

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8.3. The Invoice must bear the Reference No. of Purchase Order, The copy of Delivery Challan, Good Receipt Note and a copy of Purchase Order.

8.4. The currency of payment is Pak. Rupees.

8.5. The provision of the said services shall NOT be linked to any other payment which the Contractor may be entitled to receive from the Client and

8.6. In case of any mala fide, deceptive and fraudulent tactics used in delaying/suspension of the said Services the Client reserves the right to forfeit Performance Security and takes necessary Legal Action against the Contractor.

9. Prices

9.1. Prices charged by the Contractor for goods and services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized or in the Purchaser's request for bid validity extension, as the case may be.

10. Change Orders

10.1. The Purchaser may at any time, by a written order given to the Contractor make changes within the general scope of the Contract in the following:

(a) the method of shipment or packing;
(b) the place of delivery;

10.2. The Client, reserves the right to increase or decrease quantities of supplies. (Quantities can be increased or decreased by 15% of its original quantity).

11. Delays in the Contractor's Performance

11.1. Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements in Purchase Order.

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11.2. If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

11.3. Except as provided, a delay by the Contractor in the

performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant, unless an extension of time is agreed upon pursuant to without the application of liquidated damages.

12. Liquidated Damages

12.1. Subject to, if the Contractor fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 0.1% of the Purchase Order value of the goods in delay – per day or part thereof Not to exceed an aggregate 10% of the total Purchase Order value stated in the Letter of Acceptance issued by the Client.. Once the maximum deduction of 10% of value of Purchase Order is reached, the Purchaser may consider termination of the Contract.

13. Taxes and Duties

13.1. Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

14. Applicable Law

14.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan. It is the responsibility of the vendor to comply with local, national and international laws.

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