GUJRANWALA WASTE MANAGEMENT COMPANY

(BIDDING DOCUMENTS)

REQUEST FOR TENDER

Procurement No. 339

HIRING OF RENTAL MACHINERY SERVICES (EXCAVATORS) FOR DUMPSITE MANAGEMENT

(2019-20)

(INCLUDING DRAFT CONTRACT)

Single Stage One Envelope

In line with PPRA Rules 2014

Issued on: September 14, 2019

FOR REFERENCE ONLY

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

Table of Contents

PART-I (BIDDING INFORMATION)

SECTION I. INVITATION FOR BIDS……3

SECTION I. INSTRUCTIONS TO BIDDERS (ITB) 4

SECTION II. BID DATA SHEET 14

SECTION III. TERMS OF REFERENCE 17

SECTION IV. BIDDING FORMS..... 25

1. Bid Submission Form..... 25
2. Price Schedules 26

PART-II (DRAFT CONTRACT)

SECTION I. CONTRACT FORMS 30

SECTION II. GENERAL CONDITIONS OF CONTRACT (GCC)..... 31

SECTION III. SPECIAL CONDITIONS OF CONTRACT (SCC) 38

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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 HIRING OF RENTAL MACHINERY SERVICES (EXCAVATORS) FOR DUMPSITE MANAGEMENT'). 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: September 14, 2019

1. Gujranwala Waste Management Company (GWMC), invites sealed bids from eligible bidders; well reputed National/Local Companies/Firms/Suppliers/Contractors/Sole Proprietors for the following;

Sr. #	Description
1.	HIRING OF RENTAL MACHINERY SERVICES (EXCAVATORS) FOR DUMPSITE MANAGEMENT

2. Bidding shall be conducted through Open Competitive Bidding **(Single Stage-One Envelope)** procedures specified in the **Rule No. 38 (1) of PPRA Rules 2014**, and is open to all eligible bidders as defined in the bidding document.

3. Interested eligible bidders may obtain bidding documents immediately after publication of this Tender Notice and further information from the office of GWMC after written submission of application in the name of MD, GWMC at the cost of Rs. 2,500/- (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.

4. Sealed bids must be delivered to the above office on or before **11:30 AM on 30th September, 2019** and must be accompanied by a **Bid Security of PKR 200,000/-** in the form of Bank Guarantee/Demand Draft/CDR/Pay Order. The Bid Security is 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 **12:00 PM** in the Office of GWMC, on the same date i.e. **30th September, 2019** (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 Rule No. 57 of PPRA Rules, 2014.

8. Taxes will be deducted as per **Applicable Government Rules**. **NTN and Sales Tax/ PNTN/ Registration Certificate** must be provided.

10. 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

FOR REFERENCE ONLY

Part-I
Section I. Instructions to Bidders

A. Introduction

1. Procuring Agency

1.1 The Procuring Agency is Gujranwala Waste Management Company.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all national/local firms, Companies, Suppliers (hereinafter called as "**Contractors"**) as 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 'HIRING OF RENTAL MACHINERY SERVICES (EXCAVATORS) FOR DUMPSITE MANAGEMENT' 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 Services

3.1 All services to be provided under the contract shall meet the specification of the Services required in the 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 Client," 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 services 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) Contract Form
h) General Conditions of Contract (GCC)
i) Special Conditions of Contract (SCC)
j) Bank Guarantee (Performance Security)

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 Client in writing or by email at the Client's address. The Client will respond in writing to any request for clarification of the bidding documents which it receives no later than **Seven (07) days** prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Client'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 Client, 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 binding on them.

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

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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 Client 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 services to be supplied by the Bidder are conforming to the requirements in 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 services 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 services it proposes to provide 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 Client and will not in any way limit the Client'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.

FOR REFERENCE ONLY

12. Bid Currencies

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

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 Services' Eligibility and Conformity to

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

Bidding Documents

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 Client 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 Client as nonresponsive, pursuant to ITB Clause 24.

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 contract in accordance with ITB Clause 31; **or**

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

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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 Client, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Client as nonresponsive.

16.2 In exceptional circumstances, the Client 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 The Bidder shall prepare an original bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID". **SINGLE STAGE TWO ENVELOPE** bidding procedure shall be adopted as per PPRA Rules, 2014. The bidder shall seal the **original Technical and Financial bid into two separate envelopes enclosed in a SINGLE outer envelope.**

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 unamended 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.

D. Submission of Bids

SINGLE STAGE TWO ENVELOPE

(Rule 38-2 of PPRA Rules, 2014)

18. Sealing and Marking of Bids

18.1 Each Bidder shall prepare the original, as specified in comments to Sub-Clause 17 of the ITB and clearly mark them "ORIGINAL"" as appropriate.

18.2 The envelopes shall:

(a) be addressed to the Client 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".

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

Rule 38. (2) of PPRA Rules, 2014 Procedures for selection of contractors

(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";

(iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;

(iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

(i) during the technical evaluation no amendments in the technical proposal shall be permitted;

(ii) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;

(iii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and (iv) the lowest evaluated bidder shall be awarded the contract;

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19. Deadline for Submission of Bids

19.1 Bids must be received by the Client 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 Client 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 Client and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Client after the deadline for submission of bids prescribed by the Client 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 Client 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 Client

22.1 The Client 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 Client, 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.

22.4 The Client will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Client 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.

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24. Preliminary Examination

24.1 The Client will examine the bids to determine whether they 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 Client 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 Client 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), **Applicable Law** (GCC Clause 24), and **Taxes and Duties** (GCC Clause 26), will be deemed to be a material deviation. The Client'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 Client and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

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25. Qualification & Evaluation of Bids

25.1 The Client 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 Client deems necessary and appropriate.

25.3 The Client will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per required Technical Specifications

25.4 The Client's **financial evaluation** of a bid will be on Lowest Evaluated Bid inclusive of all prevailing taxes and duties (among the Technically qualified Bids only).

26. Contacting the Client

26.1 Subject to ITB Clause 23, no Bidder shall contact the Client 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 Client, it should do so in writing.

26.2 Any effort by a Bidder to influence the Client 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 Client 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. Client's Right to Vary Quantities at Time of Award

28.1 The Client 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 machinery and/or No. of units per day originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

29.1 The Client 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 Client's action.

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30. Notification of Award

30.1 Prior to the expiration of the period of bid validity, the Client 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 Client will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

31. Issuance of Contract

31.1 At the same time as the Client notifies the successful Bidder that its bid has been accepted, the Client will send the Bidder the 'Contract' provided in the bidding documents, incorporating all agreements between the parties.

31.2 Within seven (07) days of receipt of the Letter of Acceptance (LOA), the successful Bidder shall send acknowledgment

32. Performance Security

32.1 Within fourteen (14) days of the receipt of LOA from the Client, the successful Bidder shall furnish the performance security (in the form of Bank Guarantee/ or any other form acceptable to the client) in accordance with the Terms & Conditions of Contract.

32.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 31 or ITB Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Client may make the award to the next lowest evaluated Bidder or call for new bids.

33. Corrupt or Fraudulent Practices

33.1 The Procuring Agency requires that Bidders 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;

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(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 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, contract.

Part-I
Section II. Bid Data Sheet

The following specific data for the 'HIRING OF RENTAL MACHINERY SERVICES (EXCAVATORS) FOR DUMPSITE MANAGEMENT' shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section-I of Part-I. 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, GWMC**
ITB 1.1	Name of Contract: HIRING OF RENTAL MACHINERY SERVICES (EXCAVATORS) FOR DUMPSITE MANAGEMENT'
ITB 6.1	For clarification purposes, the Client'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 Client no Later than **07 days** prior to 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	
ITB 13	**ELIGIBILITY CRITERIA (MANDATORY)** 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 or Form D (as applicable) duly issued by registrar of Firms a) Affidavit/ Undertaking for Correctness of Information, Declaration of non-involvement in litigation / black listing and Compliance to the specifications, conditions and availability of required services on the defined time lines as

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mentioned in Terms of Reference of this bidding Document *(to be provided on non-judicial stamp paper of Rs. 100)- Sample Template is attached.*

b) Valid NTN Certificate (In the name of Company, Firm, AOP or Business Individual as applicable.)

c) GST Registration / PST Registration. (In the name of Company, Firm, AOP or Business Individual as applicable.)

EVALUATION CRITERIA: Merit Point System

Sr. No.	Description	Maximum Marks	Remarks
1.	Operational History (Relevant documents to be attached)	20 Marks	Marks will be awarded on pro-rata basis. 04 Mark will be awarded for each Completed Operational Year, as of bid submission/closing date, but the maximum marks shall not exceed **20 Marks**
	Statement of the bidder's bank account in the name of business (or/and business individual- in case of Sole Proprietorship) duly issued and certified by the bank for a period from **Jul 01, 2018 to Jun 30, 2019** showing an average monthly closing balance of required amount OR valid and unutilized credit facility, as of the bid submission date, issued from a scheduled bank of the same required amount. ***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.	40 Marks	Marks will be awarded on pro-rata basis but the maximum marks shall not exceed **40 Marks** 1. Credit Facility/ Average monthly closing balance of PKR 2,500,000 or above = 40 Marks 2. Credit Facility/ Average monthly closing balance of PKR 1,000,000 or above = 30 Marks 3. Credit Facility/ Average monthly closing balance of PKR 500,000 or above = 20 Marks 4. Credit Facility/ Average monthly closing balance of PKR 250,000 or above =10 Marks
4.	Proof of relevant Experience i.e., the provision of similar services to Public or Private organizations	40 Marks	Marks will be awarded on pro-rata basis. 20 Marks will be awarded for each Complied Experience but the maximum marks shall not exceed **40 Marks**

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	Minimum Passing Score required in order to technically Qualify for the Assignment =65 Marks out of 100 Marks **The bidder must obtain minimum technical score in EACH of above Evaluation Criterion for Technical Qualification** **Financial Proposals of only Technically Qualified Bidders will be opened.** ***AWARD OF CONTRACT:*** *All technical proposals will be evaluated on basis of above given evaluation criteria of bidding documents and the bidders who do not fulfill above mentioned technical criteria of bidding documents will be considered as technically non-responsive bidders and will not be taken into consideration for Financial Evaluation. However technically qualified bidders (Responsive to Technical Evaluation Criteria) will be considered as responsive bidder, and among technically responsive and qualified bidders, the bidder with* ***lowest rates*** *will be awarded the contract (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).*
ITB 15.1	**Amount of Bid Security:** Rs. 200,000/- Bid Security shall be in the prescribed format, Bank Guarantee/Demand Draft/CDR
ITB 15.2	The Client reserves the right to **forfeit Bid Security** of the Contractor, If the Successful contractor fails to deliver the services as per requirements, as mentioned in these bidding documents.
ITB 16.1	**Bid Validity Period: 120 days** after the date of opening of bid**.**
ITB 17.1	**Number of Bids**: **(01) One Original**
ITB 18.2 (a)	**Address for Bid Submission:** **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
ITB 18.2 (b)	**ITB Title and Number:** PROCUREMENT OF CHAIN DOZER SERVICES FOR GWMC DUMPSITE (2019-20)
ITB 19.1	Deadline for Bid Submission: **30th September 2019 till 11:30 AM**
ITB 22.1	**Time, Date, and Place for Bid Opening: 30th September, 2019 at 12:00 PM**
Bid Evaluation	
ITB 25.3	Criteria for bid evaluation: **Lowest Cost offered by the Qualified Responsive Bidder**
Contract Award	
ITB 28.1	Percentage for quantity/number increase or decrease: 15 % of total contract value

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Part-I Section III.
TECHNICAL SPECIFICATIONS:

Purpose:

This Technical Specifications (the "**Technical Specifications**") comprises all the details pertaining to the management of Landfill site. The deployment of machinery shall be **Need Based.** The detailed specifications alongwith the basis for quoting rate/ UoM is as under: -

Sr. No.	Machinery / Vehicle Type	Qty	Specifications of Machinery	(UoM)	No. of hours/ Day	Total No. of Hours
1	Excavators	7	**i.** Operating Weight: - Minimum 14 tons ii) Suitable for management of lifted waste at dump site	Per Hour	12 Hours per Excavator/ Day	1260

Other Terms & Conditions:

1. The contractor shall be responsible for all costs related to the provision of services including but not limited to the cost of POL, operator, helper, consumables, operation & maintenance of the deployed machinery and no adjustment whatsoever on any account shall be entertained.
2. The contractor shall charge Rental Machinery Services as per UoM (Unit of Measurement) described above and these rates shall be inclusive of cost of machinery, transportation, cost of labor (Driver, helper, Diesel, operator etc.), safety gadgets, cost of POL and **all applicable taxes.**
3. The Place for providing services is Landfill/Dumpsite of GWMC, and the Client has the right to utilize machinery services on its sole discretion.
4. The deployment of Machinery shall be **ON NEED BASIS**
5. Contractor will deploy the machinery which is field worthy and in full serviceable condition.
6. Contractor shall ensure the availability of backup/replacement machinery to ensure un-interrupted services.
7. The contractor shall be responsible of salaries, residence, food, medical & safety gadgets of driver, helper or any other staff appointed by the contractor
8. The contractor shall fully indemnify the client for the negligent acts, accidents or medical conditions of the driver, helper, operator or any other staff appointed by the contractor in pursuance of duties assigned by the client.
9. In case of any damage to the Landfill/Dumpsite property by Rental Machinery, the contractor shall be responsible for the repairs.
10. The Performance of the contractors shall be monitored by GWMC to ensure transparency and accountability.
11. The Contractors' invoices for payment of Rental Machinery services shall also be verified by GWMC
12. The services shall be rendered after issuance of Work Order from GWMC. The GWMC will not accept any claim/invoice without Work Order.
13. The duration of contract for hiring of services shall be for 1260 hours on intermittent or continuous basis (as notified by the Client in writing) and the machinery may also be required to work on public holidays.
14. The Client reserves the right to increase and/or decrease the no. of hours per day for Management of GWMC Dumpsite on a prior written order. The Contractor will be paid proportionately on per hour basis on normal rates for any additional or lesser hours.

FOR REFERENCE ONLY

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 CHAIN DOZER SERVICES FOR GWMC DUMPSITE (2019-20)' conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the services 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 in a sum equivalent to 05% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Client.

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

2. Price Schedules

Sr. No.	Machinery	Qty	Specifications of Machinery	Unit of Measurement (UoM)	No of hours / Day A	Total No. of hours B	Rate per hour C	Total Bid Price D=BxC
1	Excavators	7	**ii.** Operating Weight: - Minimum 14 tons ii) Suitable for management of lifted waste at dump site	Per Hour	12 Hours per Excavator/ Day	1260		
Total Amount in PKR in words (Inclusive of all applicable taxes) = _____								

1. The blank or partially/ conditionally filled Bid Price Schedule shall be considered as non-responsive.
2. In case of discrepancy between unit price and total, the unit price shall prevail.
3. Prices quoted by the bidder shall remain fixed and inclusive of all applicable taxes and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

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

ANNEX-A

GENERAL PARTICULARS OF APPLYING CONTRACTOR

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

FOR REFERENCE ONLY

ANNEX-B

AFFIDAVIT FOR CORRECTNESS OF INFORMATION

AND

DECLARATION FOR NON-INVOLVEMENT IN ANY LITIGATION/BLACKLISTING

(To be printed on PKR 100 Stamp Paper)

Name of Firm: _____

I/we, 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.

I/we hereby further declare that we are not involved in any litigation / arbitration / black listing by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

This is to further certify that we shall comply to the specifications, conditions and ensure availability of required items on the defined time lines as mentioned in Terms of Reference/Technical Specifications of this bidding Document

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

FOR REFERENCE ONLY

Title of Officer: _____

Name of Firm: _____

Date: _____

Part-II
Section I. Contract Forms (DRAFT)

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 at Gujranwala:

WHEREAS the Client invited bids for 'HIRING OF RENTAL MACHINERY SERVICES (EXCAVATORS) FOR DUMPSITE MANAGEMENT" viz., and has accepted a bid by the Contractor for the provision of services 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 bidding document
(b) the Bid Form and the Price Schedule submitted by the Bidder;
(c) the General & Special Conditions of Contract;

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 services 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 services 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.

Signed, sealed, delivered by _____ the _____ (for the Client)

Signed, sealed, delivered by _____ the _____ (for the Contractor)

FOR REFERENCE ONLY

Part-II
Section II. General Conditions of Contract

1. Definitions

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

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

(b) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

(c) "The Services" means HIRING OF RENTAL MACHINERY SERVICES (EXCAVATORS) FOR DUMPSITE MANAGEMENT'

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

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

(g) "The Client" means the organization hiring the services as named in SCC.

(h) "The Client's country" is Islamic Republic of Pakistan.

(i) "The Contractor" means the individual or firm providing the Services under this Contract.

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

(k) "Day" means calendar day.

FOR REFERENCE ONLY

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Standards

3.1 The services provided under this Contract shall conform to the standards mentioned in the Specifications. Such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information;

4.1 The Contractor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor in the

Inspection and Audit by the Client

performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Contractor shall not, without the Client's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Client and shall be returned (all copies) to the Client on completion of the Contractor's performance under the Contract if so required by the Client.

4.4 The Contractor shall permit the Procuring Agency to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.

5. Performance Security

5.1 Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Client the performance security in the amount specified in SCC.

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

5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Client and shall be in one of the following forms:

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

FOR REFERENCE ONLY

5.4 The performance security will be discharged by the Client 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, including any warranty obligations, unless specified otherwise in SCC.

6. Monitoring & Execution of Services

6.1 The Client or its representative shall have the right to monitor services. In case of non-conformity to the specifications, the Client may reject the Services, and the Contractor shall either make good the loss or make alterations necessary to meet specification requirements free of cost to the Client.

7. Provision of Services	7.1	Deputation of machine shall be made by the Contractor in accordance with the terms specified in the Schedule of Requirements in the Work Order.
8. Payment	8.1	The method and conditions of payment to be made to the Contractor under this Contract shall be specified in SCC.
	8.2	The Contractor's request(s) for payment shall be made to the Client in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
	8.3	Payments shall be made promptly by the Client, but in no case later than thirty (30) days after submission of an invoice or claim by the Contractor.
	18.4	The currency of payment is Pak. Rupees.
9. Prices	9.1	Prices charged by the Contractor for 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 in SCC or in the Client's request for bid validity extension, as the case may be.
10. Change Orders	10.1	The Client may at any time, by a written order given to the Contractor, make changes in the 'Deployment Schedule of Machinery' (If required).
11. Contract Amendments	11.1	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
12. Assignment	12.1	The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Client's prior written consent.
13. Subcontracts	13.1	The Contractor shall notify the Client in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.
	13.2	Subcontracts must comply with the provisions of GCC Clause 3.
14. Delays in the Contractor's Performance	14.1	Performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Client in the Schedule of Requirements in Work Order.
	14.2	If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly

FOR REFERENCE ONLY

notify the Client 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 Client 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.

14.3 Except as provided under GCC Clause 17, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

15. Liquidated Damages

15.1 Subject to GCC Clause 17, if the Contractor fails to perform any or all of the Services within the period(s) specified in the Contract, the Client shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in SCC of the delivered price of the delayed/non-conforming services or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Client may consider termination of the Contract pursuant to GCC Clause 18.

16. Termination for Default

16.1 The Client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

(a) if the Contractor fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Client pursuant to GCC Clause 9; or

(b) if the Contractor fails to perform any other obligation(s) under the Contract.

(c) if the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"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.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of

FOR REFERENCE ONLY

a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

16.2 In the event the Client terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Client may procure, upon such terms and in such manner as it deems appropriate, Services similar to those unperformed, and the Contractor shall be liable to the Client for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

16.3 In case of earlier termination of the contract by the client, the contractor under no circumstances, whatsoever, shall be entitled of any compensation or damages of any kind.

17. Force Majeure

17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes and includes insufficiency or lack of funds for the project.

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

FOR REFERENCE ONLY

18. Termination for Insolvency

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

19. Termination for Convenience

19.1 The Client and the Contractor, by written notice sent to the other party, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that

termination is for the convenience, the extent to which performance of the party under the Contract is terminated, and the date upon which such termination becomes effective.

20. Resolution of Disputes

20.1 The Client and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Client and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.

20.3 In case the matter is not resolved through amicable means then the matter shall be referred to a sole arbitrator nominated with the mutual consent of the parties. However, if the parties failed to choose arbitrator with mutual consent then DCO Gujranwala shall nominate a sole arbitrator and his decision shall be binding on the parties. The contractor hereby expressly waives right of objection on process of nomination of arbitrator and forum inconvenience. The arbitration shall be held at Gujranwala in English language. The courts of Gujranwala only shall have exclusive jurisdiction to adjudicate upon the matter arising in or in connection to this agreement.

21. Governing Language

21.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 22, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

FOR REFERENCE ONLY

22. Applicable Law

22.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

23. Notices

23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.

23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. Taxes and Duties

24.1 Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Client.

Part-II
Section III. Special Conditions of Contract

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

1. Performance Security (GCC Clause 5)

GCC 5.1—The amount of performance security, as a percentage of the Contract Price, shall be **05%** (Five percent of the contract price in the form of Bank Guarantee or CDR or any other form as designated by the client which shall remain valid for entire agreement period.)

2. Monitoring & Execution of Services (GCC Clause 6)

i) Examination of Services shall be as per Technical Specifications
ii) Contract Execution Schedule: As and When required by the Client during Contract period.

3. Provision of Services (GCC Clause 7)

i. Provision of the 'HIRING OF RENTAL MACHINERY SERVICES (EXCAVATORS) FOR DUMPSITE MANAGEMENT' shall be made by the Contractor in accordance with the Technical Specifications and the terms specified in this Contract,
ii. 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
iii. 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 as per GCC Clause 5 and takes necessary Legal Action against the Contractor as per prevailing laws.

4. Payment (GCC Clause 8)

GCC 8.1— Payments shall be made in accordance with PPRA Rules subject to certification of invoice by the Client/GWMC, that the Services have been rendered satisfactorily, pursuant to the performance indicators.

PAYMENT FOR ALTERED DEPLOYMENT SCHEDULE

*The Contractor will be paid **proportionately on per hour basis** on normal rates for any additional or lesser hours.*

5. Resolution of Disputes (GCC Clause 20)

FOR REFERENCE ONLY

The dispute resolution mechanism to be applied pursuant to GCC Clause 20 shall be as follows:
In the case of a dispute between the Client and the Contractor, the dispute shall be referred to arbitration in accordance with the Pakistan Arbitration Act, 1940

6. Applicable Law (GCC Clause 22)

GCC 22.1 – The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

The Client reserves the right to increase or decrease, by the **15%** the quantity of machinery and/or No. of units per day originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions

7. Notices (GCC Clause 23)
GCC 23.1—Client's address for notice purposes:

MD, GWMC ----------
Contractors Address for Notice Purpose: ----------

FOR REFERENCE ONLY

(FORM OF BANK GUARANTEE)
PERFORMANCE GUARANTEE

To: _____

Whereas _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee/CDR by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____*]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of Contract Completion in accordance with Rule 05 of Contract agreement.

Signature and seal of the Guarantor _____

Name of Bank _____
Address _____
Date _____

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