GUJRANWALA WASTE MANAGEMENT COMPANY

# Bidding Documents

## REQUEST FOR TENDER

**Procurement No. GWMC/FY 2022-23/001**

# HIRING OF THIRD-PARTY SERVICES FOR THE PROVISION OF NON-TECHNICAL LABOR 2022-23

# (Sanitary Workers and Helpers)

**(Service Period: July 01, 2022-June 30, 2023)**

**Single Stage Two Envelope**

**In line with PPRA Rules 2014**

FOR REFERENCE ONLY

**Issued on: xx-xx-xxxx**

**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 HIRING OF THIRD PARTY SERVICES FOR THE PROVISION OF NON-TECHNICAL LABOR (Sanitary Workers and Helpers). 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: XX-XX-XXXX**

1. Gujranwala Waste Management Company (GWMC), now invites sealed bids from eligible bidders; well reputed National/Local Companies/Firms/Contractors Human Resource or Workforce Service Providers for the following;

| Sr. # | Description |
|---|---|
| 1. | HIRING OF THIRD PARTY SERVICES FOR THE PROVISION OF NON-TECHNICAL LABOR (Sanitary Workers and Helpers) |

2. Bidding shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope) procedures specified in the Rule No. 38 (2) 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 and further information from the office of GWMC immediately after publication of this Tender Notice with written submission of application in the name of CEO, GWMC at the cost of Rs. 5,000/- (Non-Refundable), which should be deposited in GWMC bank account No: A/c # 6580031956800018 , 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 estimated cost for the subject tender is **Rs. 256,467,960/-** Sealed Bids must be delivered to the above office **on or before 11:30 AM on 20-04-2022** and must be accompanied by a **Bid Security of PKR 12,823,398/-** in the form of Bank Guarantee/Demand Draft/CDR/Pay Order which is approx. 05% of estimated price, 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"* . (**The original Bid Security must be attached with Technical Bid).**

6. Bids will be opened in the presence of bidders' representatives who choose to attend at **12:15 PM** in the Office of GWMC, on the same date i.e. **20-04-2022** (with original CNICs of bidders/representatives).

7. The bidders are requested to give their best and final prices as no negotiations are permissible per Rule No. 57 of PPRA Rules, 2014.

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

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**CHIEF EXECUTIVE OFFICER**
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

# 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 or Joint Ventures of Workforce, Human Resource Service Providers (hereinafter called as "**Contractors"**) as mentioned in Eligibility Criteria.

**Joint Ventures/Consortiums:**

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

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

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

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

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

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

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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 Non-Technical Staff' 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 Terms of Reference (TORs)/ 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.

## 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)Terms of Reference (TORs)
d) Bid Submission Form
e)Bid Security Form
f) Price Schedules
g) Contract Form
h) Performance Security Form
i) General Conditions of Contract (GCC)
j) Special Conditions of Contract (SCC)
k) Bank Guarantee
l) Integrity Pact

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.

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**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 bidding 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.

## 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

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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.

**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 Bidding Documents**

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 Terms of Reference (TORs).

**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 one hundred eighty (180) 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:

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(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 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".

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.

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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 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".

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.

**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 no 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.

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## 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.

**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.

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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.

**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 Technical Specifications/TORs required

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

**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.

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**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/number of services/personnel 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.

**30. Notification of**

30.1 Prior to the expiration of the period of bid validity, the Client will notify

**Award**

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 ten (10) 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, or in another form acceptable to the Client.

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;

(b) The Procuring Agency will reject a proposal for award if it

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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.

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# Part-I
# Section II. Bid Data Sheet

The following specific data for the HIRING OF THIRD PARTY SERVICES FOR THE PROVISION OF NON-TECHNICAL LABOR (Sanitary Workers and Helpers) 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 THIRD PARTY SERVICES FOR THE PROVISION OF NON-TECHNICAL LABOR (Sanitary Workers and Helpers)** |
| **ITB 4.1** | Name of Client: **Gujranwala Waste Management Company, GWMC** |
| **ITB 6.1** | For clarification purposes, the Client's address is:<br><br>**CHIEF EXECUTIVE OFFICER**<br>Gujranwala Waste Management Company (GWMC)<br>2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza,<br>Aiwan-e-Tijarat Road, Gujranwala.<br>Tel: 055-9200890-92;<br>Email: info@gwmc.com.pk<br><br>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 Requirement)**<br><br>The applicants fulfilling the following basic eligibility requirement shall only be considered for further evaluation (relevant documents to be attached)<br><br>a) **Legal Status of Bidder** - Certificate of Company/Firm Registration/Incorporation<br><br>**For Companies**<br>i. Certificate of Incorporation duly issued by SECP or RJSC/ or local body in case of foreign firm. OR<br>**For Sole Proprietorship**<br>ii. Copy of CNIC and an Affidavit/Undertaking on stamp Paper of Rs. 100 of Sole Proprietorship OR<br>**For Partnership Firm/Association of Persons** |

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iii. Certified copy of Partnership deed and Form C or Form D (as applicable) duly issued by registrar of Firms

b) 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 mentioned in Terms of Reference of this bidding Document i.e. within 15 days of receipt of Work Order or signing of contract whichever is earlier *(to be provided on non-judicial stamp paper of Rs. 100)- Sample Template is attached.*

c) Valid NTN Certificate (In the name of Company, Firm, AOP as applicable.)

d) GST Registration / PST Registration. (In the name of Company, Firm, and AOP as applicable.)

e) Proof of Firm/ Company registration with Social Security& EOBI.

**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 Marks will be awarded for each Completed Operational Year, as of bid submission/closing date, but the maximum marks shall not exceed 20 Marks |
| **2.** | **Financial Soundness**<br>Statement of the bidder's bank account in the name of business (and/or business individual- in case of sole proprietorship) duly issued and certified by the bank for a period from **Jan 01, 2021 to Dec 31, 2021** showing an average monthly transactions (Debit/Credit) 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. | **40 Marks** | Marks will be awarded on pro-rata basis but the maximum marks shall not exceed **40 Marks**<br>1. Credit Facility/ Average monthly transactions (Debit/Credit) of PKR 40,000,000 or above = 40 Marks<br>2. Credit Facility/ Average monthly transactions (Debit/Credit) of PKR 30,000,000 or above = 30 Marks<br>3. Credit Facility/ Average monthly transactions (Debit/Credit) of PKR 20,000,000 or above = 20 Marks<br>4. Credit Facility/ Average monthly transactions (Debit/Credit) of PKR 10,000,000 or above = 10 Marks |

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|---|---|---|---|---|---|
| | | 3. | Proof of Relevant **Completed** Work Experience for providing Human Resource to Public or Private organizations in last 05 years<br><br>***Relevant Experience is defined herein as;***<br><br>Contracts for 1 year or more duration with a contract value of Rs. 100 Million or above<br>**OR**<br>Contracts for 1 year or more duration for provision of at least 250 workers or more in last 05 years | **40 Marks**<br><br>**Mandatory**<br>*For completed project(s), Completion Certificate, Work Order/Agreements of respective project indicating Cost of Project or no. of Workforce provided is mandatory.* | 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 |
| | | **Minimum Passing Score required in order to technically Qualify for the Assignment =65 Marks out of 100 Marks**<br><br>**The bidder must obtain minimum technical score in each of above Evaluation Criterion in order to be Technically Qualified.**<br><br>**Financial Proposals of only Technically Qualified Firm will be opened. The Criteria for Financial Evaluation will be Lowest Responsive Bid, i.e., technically qualified bidder who quoted the Lowest Rates.** | | | |
| | | ***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 will be awarded the contract*<br><br>*All the partners of a Joint Venture/Consortium must fulfill the Eligibility criteria (Mandatory requirements).* | | | |
| **ITB 15.1** | **Amount of Bid Security:** Rs. 12,823,398/-<br><br>Bids shall be in the prescribed format, Bank Guarantee/Demand Draft/CDR having its validity **one hundred and twenty days** from the date of opening of bid. | | | | |
| **ITB 16.1** | **Bid Validity Period: 120 days** after the date of opening of bid**.** | | | | |
| **ITB 16.3** | **Duration of Assignment: July 01,2022- June 30-2023,Contract May Be Extended On Both Parties Mutual Consent** | | | | |

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| | |
|---|---|
| **ITB 17.1** | **Number of Bids: (01) One Original** |
| **ITB 18.2 (a)** | **Address for Bid Submission:**<br>**CHIEF EXECUTIVE OFFICER**<br>Gujranwala Waste Management Company (GWMC)<br>2nd Floor, Gujranwala Chamber of Commerce & Industry Chamber Plaza,<br>Aiwan-e-Tijarat Road, Gujranwala.<br>Tel: 055-9200890-92;<br>Email: info@gwmc.com.pk |
| **ITB 18.2 (b)** | **ITB Title and Number:** HIRING THIRD PARTY SERVICES FOR THE PROVISION OF NON-TECHNICAL LABOR (Sanitary Workers and Helpers) |
| **ITB 19.1** | Deadline for Bid Submission: 11:30 AM hours **20-04-2022** |
| **ITB 22.1** | **Time, Date, and Place for Bid Opening:** 12:15 PM hours**, 20-04-2022** |

| **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:<br>15 % of total contract value |

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# JOB DESCRIPTION/ TERMS OF REFERENCE (TORs)

## Sanitary Workers

- Must be physically fit to carry required sanitation work in field
- Must be able to handle heavy trash cans present in field
- Must be able to clean the open drains
- Must be able to work as waste loader with the primary collection vehicle
- Must be able to perform the manual sweeping activity in field (streets, roads etc.)
- Must be able to work in different shifts (day, evening, night) & on holidays (if required)
- Must be able to work on special events like Eid-ul-Azha, Eid-ul-Fitr, Muharram–ul-Harram etc. for extended hours
- Fresh candidate or one-year similar working experience

## HELPERS

### 1. Job Description for Helper for Mini Tipper/ Petrol Section

- Having an experience of minimum 1 year or fresh
- Must assist petrol technician in all kinds of maintenance issues mechanically
- Performs preventive maintenance & also use analytical skills
- Ability to do work under pressure
- Having good communication skills
- Must be able to read or write
- Must be able to work overtime

### 2. Job Description for Helper for Truck/ Diesel Section

- Having an experience of minimum 1 year or fresh
- Must assist truck technician in all kinds of trucks maintenance issues mechanically
- Performs preventive maintenance & also use analytical skills
- Ability to do work under pressure
- Having good communication skills
- Must be able to read or write
- Must be able to work overtime

### 3. Job Description of Helper for Tractor/ Diesel Section

FOR REFERENCE ONLY

- Having an experience of minimum 1 year or fresh
- Must assist tractor technician in all kinds of tractors maintenance issues mechanically
- Performs preventive maintenance & also use analytical skills
- Ability to do work under pressure
- Having Good communication skills
- Must be able to read or write
- Must be able to work overtime

**4. Job Description of Helper for Fabrication Section**

- Having an experience of minimum 1 year or fresh
- Must assist fabricator in all kinds of fabrication tasks concerning vehicles & other equipment's
- Performs preventive maintenance & also use analytical skills
- Ability to do work under pressure
- Having good communication skills
- Must be able to read or write
- Must be able to work overtime

**5. Job Description of Helper for Electric Section**

- Having an experience of minimum 1 year or fresh
- Having extensive hands on abilities in troubleshooting, self-starters, generators, electrical complete wiring, switches, lights, wiper motors, electric controls, winding, fuses, dash boards dismantle compressors, hydraulic electric controls & problems related to it
- Must be able to work both auto and power work
- Performing preventive maintenance
- Must be able to work overtime

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**6. Job Description of Helper for Washing Section**

- Having an experience of minimum 1 year or fresh
- Must assist washer man in all kinds of washing tasks of all types of vehicles & other equipment's
- Ability to do work under pressure
- Having good communication skills
- Must be able to read or write
- Must be able to work overtime

## 7. Job Description of Helper for Paint Section

- Having an experience of minimum 1 year or fresh
- Must be able to perform the painting on metal surfaces like containers, trolleys & other equipment
- Ability to do work under pressure
- Having good communication skills
- Must be able to read or write
- Must be able to work overtime

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# TERMS & CONDITIONS

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

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

**ii.** All the Workforce will be hired after the approval and recommendations of Workshop Department/Operations Department.

**iii.** The Service Firm shall be responsible for adherence and compliance of all applicable Labor Laws/Applicable laws, for time being enforced including EOBI, Social Security and Group Life Insurance and all other related laws of the land. The contractor is bound to issue cards to workforce for EOBI, PESSI and GLI within 60 days of contract award or hiring of workforce.

**iv.** The Client may ask for additional number of Workforce which shall be provided as per agreed terms & conditions and shall be billed on the same rate on which the contract is awarded

**v.** The Contractor shall be bound to engage and include Workforce which are recommended by the Client.

**vi.** The Contractor shall be bound to remove the Workforce to whom client has reservations/objections about their performance

**vii.** If any Workforce is removed from the job or leaves the job the replacement period shall be of 10 days at maximum.

**viii.** It shall be the responsibility of the Contractor to ensure that the Workforce provided to the Client is physically fit.

**ix.** There shall be 8 hours in a day and 26 days in a month, however on client request, working days may be 31

**x.** Additional service days (if any) requested by the client, shall be billed in a respective month ONLY

**xi.** Contractor is bound to provide service Identity card/EMI Card to each worker. The attendance of all hired workforce shall be maintained either through biometric attendance system or IRIS System (*as designated by the client)* except for Sundays, if notified by the client. The contractor shall be paid for the workforce strictly in accordance with the attendance reports, generated from the respective IT system.

**xii.** Verification of the particulars, reference check and criminal record check, of the workers, shall be the responsibility of the Contractor.

**xiii.** The Contractor shall fully indemnify the Client from any of the damages and accidental casualty taken place to the Workforce provided by the Contractor during the performance of their duty.

**xiv.** If notified by the Client the Service Provider Firm/Company shall ensure the presence of Workforce on gazetted holidays, holidays, festivals etc. But in case, Workforce have to work on any of the gazetted holidays, holidays, festivals etc (additional service days), their presence on the said holidays shall be payable at the rate of per day wages

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

**xvi.** 25th and 26th of December shall be treated as paid leave for Christian workers only, as notified by Govt. of Pakistan.

**xvii.** The Contractor shall disburse salaries till 7th of each month. In case of delay, penalty @ rate of PKR. 200 / worker / day will be imposed. If the salaries are not disbursed till 15th of each month, Client has the right to terminate the contract under Clause 16.

**xviii.** Any deduction from the salaries of workers shall be communicated to Client's Representative well in time.

**xix.** Service firm shall submit proof of paying the salary to workers every month along with the bill/invoice

**xx.** Any new appointment or replacement of worker shall be subject to written approval of Manager Operations/Workshop (GWMC) through HR Department. The counting will start from the date when HR department, GWMC will inform the contractor in writing.

**xxi.** The Contractor shall receive the verified attendance from the HR department of the client.

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

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

***Management Cost = Quoted Rate-Wage Rate Payable**

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

**xxiv.** The client reserves the right to waive off/relax or impose condition which deem necessary at any stage of contract in the best interest of client, without explaining any reason.

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

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# Section 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, HIRING OF THIRD PARTY SERVICES FOR THE PROVISION OF NON-TECHNICAL LABOR (Sanitary Workers and Helpers) in 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 _____

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## 2. Price Schedules

| Sr.# | Description of Worker | No. of workers | Service period (Months) | Minimum Salary per worker per month (Rs.) | Administrative & Social costs per worker per month (Rs.) | Total Rate per worker per month (inclusive all applicable taxes) (Rs.) | Total Project Cost (inclusive all applicable taxes) (Rs.) |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (5+6) | (5+6) x (4) x (3) |
| 1. | **Sanitary Workers and Helpers** | 675 + 60 | July 01, 2022- June 30,2023<br>12 months | 20,000/- | | | |
| **Grand Total in PKR With 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 valid until completion of the Contract performance and will not be subject to variation on account of escalation.

**Note 1:** The quotes shall be based on the minimum wage rates as defined in above schedule and no adjustment to that effect shall be provided except change in minimum wage rate. (Reimbursement of actual DIRECT cost escalation ONLY shall be entertained. The contractor shall be required to furnish proof of the cost escalation so claimed)

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# 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 _____**

**OR**

Fill **Form of Bank Guarantee for Bid Security** at page No. 39 & 40, If the Bid Security is in the form of Bank Guarantee

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ANNEX-A

## GENERAL PARTICULARS OF APPLYING 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

## 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 or services on the defined time lines as mentioned in Terms of Reference/Technical Specifications of this bidding Document i.e. within 15 days of receipt of Work Order or signing of contract whichever is earlier

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*

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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 THIRD PARTY SERVICES FOR THE PROVISION OF NON-TECHNICAL LABOR (Sanitary Workers and Helpers) 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 General Conditions of Contract;
(d) the Special Conditions of Contract; and
(e) the Bank Guarantee
(f) Bidding Document

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 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.

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

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

# 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 for HIRING OF THIRD PARTY SERVICES FOR THE PROVISION OF NON-TECHNICAL LABOR (Sanitary Workers and Helpers)

(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.

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**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 Terms of Reference (TORs). Such standards shall be the latest issued by the concerned institution.

**4. Use of Contract Documents**

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

**and Information; Inspection and Audit**

furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor in the 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 ten (10) 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 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

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. Examination of Services**

6.1 The Client or its representative shall have the right to examine services being provided to confirm their conformity to the

FOR REFERENCE ONLY

Contract specifications at no extra cost to the Client.

6.2 Should any examination of services fail to conform to the Terms of Reference, the Client may reject the Services, and the Contractor shall either replace the rejected Services or make alterations necessary to meet specification requirements free of cost to the Client.

**7. Delivery and Documents**

7.1 Deputation of Personnel 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.

8.4 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 pursuant to GCC Clause 23, make changes within the general scope of the Contract in the following:

(a) Deployment Schedule

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10.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Client's change order.

**11. Contract Amendments**

11.1 Subject to GCC Clause 10, 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 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 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 equivalent to the percentage 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 16.

**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 7; 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 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

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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, and freight embargoes.

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.

**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, by written notice sent to the Contractor, 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 Client's convenience, the extent to which performance of the Contractor 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.

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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 DC 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 24, 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.

**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.

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# 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. Definitions (GCC Clause 1)**

GCC 1.1 (g)—The Client is: GWMC

GCC 1.1 (i)—The Contractor is: [Detail]

**2. Performance Security (GCC Clause 5)**

GCC 5.1—The amount of performance security, as a percentage of the Contract Price, shall be **05% (five per** cent of the contract price in the form of Bank Guarantee which shall remain valid for entire agreement period.)

**3. Examination of Services (GCC Clause 6)**

Conformation of deputed workforce for HIRING OF THIRD PARTY SERVICES FOR THE PROVISION OF NON-TECHNICAL LABOR (Sanitary Workers and Helpers) with required TORs/ specifications and standards as described in the Bidding Document.

**4. Payment (GCC Clause 8)**

GCC 8.1—

The method and conditions of payment to be made to the Contractor under this Contract shall be made in Pak. Rupees per PPRA Laws which is within 30 days after the certification of Invoice. (The contractor shall be required to submit proof of payment to workers, made through proper banking channel, along with the bills of any particular month)**.**

Additional service days (if any) requested by the client, shall be billed in a respective month ONLY

Disbursement of Salaries to the Workforce by the Contractor shall not be linked to any other payment which Contractor is entitled to receive from the Client.

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 applicable laws.

**5. Prices (GCC Clause 9)**

GCC 9.1—Prices shall be: Fixed.

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**6. Liquidated Damages (GCC Clause 15)**

GCC 15.1—Applicable rate: 0.1 % of contract price/WO per day or part thereof
Maximum deduction: 10 % of contract price/WO

**7. Resolution of Disputes (GCC Clause 20)**

The dispute resolution mechanism to be applied pursuant to GCC Clause20.2 and 20.3 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 as per clause 20. 3.

**15. Governing Language (GCC Clause 21)**

GCC 21.1—The Governing Language shall be: English.

**16. Applicable Law (GCC Clause 22)**

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

**17. Notices (GCC Clause 23)**

GCC 23.1—Client's address for notice purposes:

**MD, GWMC**

**Contractors Address for Notice Purpose**

_____

_____

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## (FORM OF BANK GUARANTEE FOR BID SECURITY)

Guarantee No._____

Executed on _____

(Letter by the Guarantor to the Client)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Bidder) with address: _____

Penal Sum of Security (express in words and figures): _____

Bid Reference No._____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Client") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Client; and

WHEREAS, the Client has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Client, conditioned as under:

(1) that the Bid Security shall remain valid for a period of 90 days beyond the period of validity of the bid;

(2) that in the event of;

(a) the Principal withdraws his Bid during the period of validity of Bid, or

the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24 of Instructions to Bidders, or

(c) failure of the successful bidder to

(i) furnish the required Performance Security, in accordance with Sub-Clause 32 of Instructions to Bidders, or

(ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses 31 of Instructions to Bidders,

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the entire sum be paid immediately to the said Client for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Client in accordance with his Bid as accepted and furnish within ten (10) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Client for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Client the said sum stated above upon first written demand of the Client without cavil or argument and without requiring the Client to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Client by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Client shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Client forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor Bank Name

Witness: 1.

FOR REFERENCE ONLY

Signature

1. 2. Name _____

Corporate Seal

Corporate Title:

## (FORM OF BANK GUARANTEE- PERFORMANCE SECURITY)

Guarantee No._____

Executed on _____
(Letter by the Guarantor to the Client)

Name of Guarantor (Scheduled Bank in Pakistan) with address:

_____

Name of Principal (Bidder) with address:

_____

Penal Sum of Security (express in words and figures):

_____

Bid Reference No._____ Date of Bid _____

**KNOW ALL MEN BY THESE PRESENTS,** the Contract for services dated_____ for Contract _____ envisages that the **M/s** _____(Principal/Bidder) shall provide an unconditional and irrevocable Performance Bank Guarantee to the **Gujranwala Waste Management Company** (Client) regarding performance as per Clause 5 of the Contract signed between the parties in the amount of **Rs…….. /-** (Rupees …….. Only).

**WHEREAS,** that in pursuance of the terms of the Bid, Contract and at the request of the said Principal, We the Guarantor above-named are held and firmly bound unto the Gujranwala Waste Management Company in the sum_____, for the payment of which sum well and truly to be made, We bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

(1) **THAT** the Performance Security shall remain valid for a period of entire contract including period of warrantee (if any).

(2) **THAT** the Guarantor shall forthwith pay to the Client said sum stated above upon first written demand of the Client without cavil or argument and without requiring the Client to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Client by registered post duly addressed to the Guarantor at its address given above.

FOR REFERENCE ONLY

(3) **THAT** the Guarantor undertake that such amount demanded shall be settled/paid by the Guarantor without reference to the Principal and notwithstanding that there may be a dispute (whether bona fide or otherwise) between the Principal and Client and regardless of whether or not such amount is payable by the Principal and/or on its behalf.

(4) **THAT** the Client shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Client forthwith and without any reference to the Principal or any other person.

**IN WITNESS WHEREOF**, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor Bank Name

Corporate Seal

Corporate Title:

Witness: 1.

Witness: 2.

FOR REFERENCE ONLY

## (INTEGRITY PACT)

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

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

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

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

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

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

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

Name of Buyer: ……
Signature: ……
**[Seal]**

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

FOR REFERENCE ONLY