GUJRANWALA WASTE MANAGEMENT COMPANY

Bidding Documents

REQUEST FOR TENDER

Procurement No. GWMC/FY2024-25/14

HIRING OF PARKING FACILITY SERVICES FOR GWMC OPERATIONAL FLEET 2024-25

Including draft Contract

Single Stage One Envelope

In line with PPRA Rules 2014

Issued on: June 22nd ,2024.

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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INVITATION TO BIDS

1. Gujranwala Waste Management Company, hereinafter referred to as "GWMC" or "the Client", requires sealed bids for procurement of "SERVICES" **"HIRING OF PARKING FACILITY SERVICES FOR GWMC OPERATIONAL FLEET 2024-25".**
2. Interested contractors/bidders/companies/individuals, who are registered with income tax and having their property registered with excise and taxation department, are invited to bid.
3. The detailed Tender documents, may be obtained from the office of GWMC immediately after publication of this Tender Notice, after submission of written application in the name of CEO, GWMC at the cost of Rs. 10,000/- (Non-Refundable), to be deposited in "The Bank Of Punjab(Any Branch)" in the Account titled "Gujranwala Waste Management Company", A/c # 6580031956800018 during office hours or can be accessed online at www.ppra.punjab.gov.pk, www.gwmc.com.pk. Late bids will be rejected. Bids of only those bidders will be entertained who purchased the tender document.
4. The Estimated price is Rs. **5,280,000**/- and bid security is Rs. **105,600/-** which is **2%** of estimated cost.
5. GWMC will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids.
6. In case of official holiday on submission date, next day will be the date of submission.
7. GWMC may reject all the bids subject to relevant provision of Punjab Procurement Rules 2014.
8. The bids must be received by **10:00 hours** in the office of GWMC by registered post/courier or delivered in person on or before **July 08th 2024.** The Bids will be opened on the **same date** at **10:30 hours** at the below mentioned address in the presence of bidders or their authorized representatives who choose to attend, with their original CNICs.

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

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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 contractors mentioned in Eligibility Criteria.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide services for the preparation of the design, specifications, and other documents to be used for the procurement of 'HIRING OF PARKING FACILITY SERVICES FOR GWMC OPERATIONAL FLEET".

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

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

3. Eligible Goods/Services and Services

3.1 All Goods/Services/services to be supplied under the contract shall meet the specification of the Goods/Services/services required in the Technical Specification.

4. Cost of Bidding

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

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The Goods/Services/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) Price Schedules
f) Contract Form
g) General Conditions of Contract (GCC)
h) Special Conditions of Contract (SCC)
i) Performance Security Form

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser's address. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than **seven (07) days** prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

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

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

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

C. Preparation of Bids

8. Language of Bid

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

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

9. Documents Comprising the Bid

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

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

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

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

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

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Goods/Services/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 Goods/Services/service it proposes to supply under the contract.

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

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

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

12. Bid Currencies

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

13. Documents Establishing Bidder's Eligibility and Qualification

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

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

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

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

15. Bid Security

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

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

15.3 The Bid Security shall be in **PKR** and must be **valid for One Hundred & Twenty (120) days beyond the validity of bid.**

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

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

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

15.7 The bid security may be forfeited:

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

validity specified by the Bidder on the Bid Form; or

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

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

or

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

16. Period of Validity of Bids and Duration

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

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

16.4 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 un amended printed literature, shall be initialed by the person or persons signing the bid.

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

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to

agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

SINGLE STAGE ONE ENVELOPE
(Rule 38-2 of PPRA Rules, 2014)

18. Sealing and Marking of Bids

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

18.2 The envelopes shall:

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

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

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

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

19. Deadline for Submission of Bids

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

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

20. Late Bids

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

21. Modification and Withdrawal of Bids

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

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

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

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

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

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

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

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

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of

23.1 During evaluation of the bids, the Purchaser may, at its

Bids

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

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 15), **Applicable Law** (GCC Clause 24), and **Taxes and Duties** (GCC Clause 26), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

25. Qualification & Evaluation of Bids

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

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

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

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

26. Contacting the Purchaser

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

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

F. Award of Contract

27. Award Criteria

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

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

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

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

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

30. Notification of Award

30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or

by email, to be confirmed in writing by registered letter, that its bid has been accepted.

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

30.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 32, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

31. Issuance of Contract

31.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser 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 seven (07) days of the receipt of LOA from the Purchaser, the successful Bidder shall furnish the performance security (in the form of Bank Guarantee/CDR/DD) in accordance with the Terms & Conditions of Contract, or in another form acceptable to the Purchaser.

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 Purchaser 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, Contractors, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

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

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

Agency,

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

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

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

Part-I
Section II. Bid Data Sheet

The following specific data for the **"**HIRING OF PARKING FACILITY SERVICES FOR GWMC OPERATIONAL FLEET" to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Procuring Agency: **Gujranwala Waste Management Company**
ITB 1.1	Name of Contract: **HIRING OF PARKING FACILITY SERVICES FOR GWMC OPERATIONAL FLEET 2024-25**
ITB 4.1	Name of Purchaser: Gujranwala Waste Management Company
ITB 6.1	For clarification purposes, the Purchaser's address is: **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 Requests for clarification shall be received by the Purchaser no Later than **7 days** prior submission deadline
ITB 8.1	Language of the bid – English

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

Preparation and Submission of Bids	
ITB 13	**EVALUATION CRITERIA** (Relevant documents must be attached) **A. TECHNICAL EVALUATION CRITERIA *(MANDATORY)*** 1. Registration with relevant Tax Authorities. 2. All relevant Property Documents *(Aks Shajra, Fard-e-Malkiat,)* duly attested by Govt. official of grade not below BPS-17.

	3. An undertaking that property is completely owned and possessed by the bidder and in case of co-ownership or otherwise, a power of attorney from all owners of the property on non-judicial e-stamp paper of Rs. 100 4. An undertaking/ No Objection Certificate from the bidder that the local residents of/around the property have no-objection for renting out of subject property as Parking Facility and he will be solely responsible in case of any dispute arising out on the said matter. 5. Affidavit/ Undertaking for Correctness of Information, Declaration of non-involvement in litigation / black listing, Non- Bank Pledging 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 ***(to be provided on non-judicial e-stamp paper of Rs. 100).*** 6. The bidder is solely and only responsible for causing damage to citizens or public property/welfare due to outcomes caused by his illegal actions or concealment of facts. 7. The client/GWMC reserves the right to construct any structure on the rented property for its operational requirements of waste management and the contractor shall have no-objection on the same. 8. The property must not have any pending utility/taxes payment/liability and if found later shall be paid by owner/contractor himself. **B. FINANCIAL EVALUATION CRITERIA** 1. Lowest Evaluated Market Competitive Bid Price
ITB 15.1	**Amount of Bid Security:** Rs. **105,600/-** Bid Security shall be in the prescribed format, Bank Guarantee/Demand Draft/CDR having its **validity 120 days from the date of opening of bid.**
ITB 15.2	The Client reserves the right to **forfeit Bid Securi**ty 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**.** *No change in price will be made during contract period in case of rate variation in PKR VS US$ or any other case as may be.*
ITB 16.4	**Duration of Assignment:** Till 30th June, 2025 extendable to another 02 years on both party's mutual consent.

ITB 17.1	**Number of Bids (01) One Original**
ITB 18.2 (a)	**Address for Bid Submission:** **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
ITB 18.2 (b)	**ITB Title and Number:** HIRING OF PARKING FACILITY SERVICES FOR GWMC OPERATIONAL FLEET 2024-25
ITB 19.1	Deadline for Bid Submission: July 08th 2024.10:00 AM
ITB 22.1	**Time, Date, and Place for Bid Opening:** July 08th 2024.10:30AM GWMC Committee Room

Bid Evaluation	
ITB 25.3	Criteria for bid evaluation: Lowest Evaluated Bid Price offered by the qualified responsive bidder.

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

Part-I
Section III. Technical Specifications

Gujranwala Waste Management Company (GWMC) has an operational fleet of 250 vehicles. For these operational vehicles, GWMC requires a parking space with following features and specifications;

- Preferred Location: Within the radius of 05-07 Km from GWMC Workshop which is located at Sheikhupura Road Near Bakar Mandi .
- Area: 10Kanals Minimum
- Boundary Wall for security purposes
- Entrance Gate
- Electricity connection & lighting arrangements for security purposes
- At least one room and one washroom.

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 PARKING FACILITY SERVICES FOR GWMC OPERATIONAL FLEET 2024-24** in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the Goods/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 02% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

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

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

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

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

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

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

2. Price Schedules

PARKING FACILITY SERVICES

Sr.#	Description	Rent/Month (Inclusive of all applicable taxes)	Total Yearly Rent (PKR) including all taxes
1	PARKING FACILITY SERVICES		

NOTE:

a) Financial Proposal shall be prepared and submitted on this Form singed by Bidder;

b) All government taxes shall be included in quoted prices.

c) Owner will be liable to pay all municipal, government, non-government and other rates, taxes, etc. which may be levied by any Department, Authority, etc. in respect of the Rented Premises.

ANNEX-A

GENERAL PARTICULARS OF APPLYING FIRM/COMPANY/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	

ANNEX-B

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 _____

ANNEX-C

AFFIDAVIT FOR CORRECTNESS OF INFORMATION

AND

DECLARATION FOR NON-INVOLVEMENT IN ANY LITIGATION/BLACKLISTING

(To be printed on PKR 100 E-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 or never been bank pledged 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

Title of Officer: _____

Name of Firm: _____

Date: _____

Part-II
Section I. Contract Forms (DRAFT)

FORM - C (LEASE AGREEMENT)

This Lease Agreement is made at Lahore on this (date)

BY AND BETWEEN

Lessor Name, Address, herein after referred to as the **LESSOR**, includes his legal heirs, successors in interest, assignees, transferees and administrators of the **ONE PART**.

Gujranwala Waste Management Company, herein after referred to as the **LESSEE**, includes its legal representative, nominees, successors in interest, assignees, transferees and administrators of the **OTHER PART**.

WHEREAS the lessor is owner in possession to the exclusion of land namely **(Name)** constructed on **(Address)**.

The Lessor has offered the Lessee for leasing on monthly rent the land having an area of **(Area) sq.ft .**(hereinafter referred to as the **Rented Premises)** on the following Terms and Conditions.

1. PERIOD OF TENANCY

In consideration of the Rent herein reserved and the lessee's covenants herein contained, the lessor has agreed to lease to the lessee the rented premises with all the rights, amenities and easements appurtenant thereto for a period till 30th June 2025 from **the date of execution of this Lease Agreement or handing over the physical possession of the Rented Premises whichever is later,** herein called as **Term**. The contract is extendable to another 02 years.

2. RATE OF RENT

a) The Monthly Rent payable by the Lessee to the Lessor in respect of the Rented Premises shall be Rs,_____ **("Rent").** effective from the date of execution of this Agreement or handing over the physical possession of Rented Premises to Lessee whichever is later, in pursuant to this Lease Agreement.

b) That the Lessee has agreed to pay to the Lessor an amount mentioned as Security Deposit in Bid/ Financial Proposal to the tune of (Rs._____) as Refundable Security. The Security shall be refunded

by the Lessor after adjustment of arrears of rent to the Lessee at the conclusion or termination of Agreement as provided herein.

c) That the Lessor shall not vacate the premises affecting the Lease Agreement before the Term i.e. One (01) Years; and if the Lessee wants to vacate the Rented Premises, the Lessee shall give **Two (2) Month** prior Notice of its intention to terminate this Lease Agreement.

d) That the advance rent **(If any)** from the commencement of the Lease or at the date of signing of this Agreement, whichever is earlier, and the Rent will be paid on monthly basis.

3. RATE OF ENHANCEMENT

That going forward there will be an increase in the rent at the rate of **10%** per annum. The lessee shall pay the monthly rent with enhancement at the rate of **10%** from the day of taking procession after which the next enhancement shall be made from the month of **(Date)**.

4. MODE OF PAYMENT

The Lessee shall pay the Rent on monthly basis through Cross Cheque on or before **10th** of every month in the name of **(Lessor)**. Monthly Rent shall be paid after deduction of applicable taxes and levies(Federal & Provincial) as may be applicable under the Laws of Pakistan.

The Lessor shall pay such direct or indirect taxes, duties, fees and other impositions levied under the Applicable Laws of Pakistan and in case of non-payment of any kind of dues whatsoever, the tenant shall be authorized to adjust the same in the monthly rent.

A certificate of deduction of income tax shall be provided by the Lessee upon request of the Lessors.

5. THE LESSEE COVENANTS WITH LESSORS AS UNDER

a) To be liable for payment of electric, gas, water, sewerage, telephone and any other charges, as per monthly bills/consumption, without any delay or default.

c) To permit the Lessor or his authorized agent to enter the Rented Premises at all reasonable hours of the day to inspect the same and to allow reasonable structural repairs to be undertaken by the Lessor at the convenience of the Lessee, provided that the Lessor shall give the Lessee at least **24 hour** notice of their intention to make such inspections and repairs.

d) Not to use the Rented Premises for any other purpose except for running / managing its business and activities related thereto.

e) Upon expiry / termination of this Lease Agreement, to remove at its option any of the temporary fixtures installed in the Rented Premises during the course of this Agreement and to hand over vacant possession of the Rented Premises in a tenable condition to the Lessor, normal wear and tear excepted.

f) To keep and maintain the Rented Premises in a neat and tidy condition and to use the same in a manner that does not cause interference or obstruction to the use of other premises in and around the building.

g) The Lessee and the Lessor agree to execute and register the Lease Agreement on the terms and conditions provided herein in accordance with Rent Laws. All costs charges and expenses in connection with the registration of Lease Agreement including payment of stamp duty shall be borne by the Lessor.

h) The lessee will take all possible measures to save the building from fire. The Fire Extinguishers and Hydrants would be installed by the Lessor and so shall be maintained by the Lessee with training by the concerned staff.

i) The Security would be sole responsibility of lessee who will appoint its own security staff for rented premises. The Lessor will not be responsible for any kind of theft from the rented premises including parking space.

j) The replacement of all fixtures such as sanitary, electric and other fittings would be responsibility of the lessee.

6. THE LESSOR CONVENANTS WITH THE LESSE AS UNDER

a) Lessor shall be fully responsible for all structural faults in the building and/or the Rented Premises and shall pay for all repairs on account of such structural faults and shall carry out all structural and major repairs to the Rented Premises as may be required from time to time. Provided, however, that any structural fault resulting from any inappropriate action of the Lessee shall be repaired and put right by the Lessee.

b) That the Lessor shall get the paint work done after every two years of tenancy and if the same is not done within the time specified, the Lessee shall be entitled to do the same job at the expenses of Lessor after giving seven (07) days notice in writing.

c) Lessor shall authorize the Lessee to undertake any alteration in the Rented Premises in order to comply with the international health and safety standards for the safety of its staff and customers.

d) Subject to the Lessee performing its obligations hereunder, to ensure that the Lessee shall peacefully enjoy use of the Premises without any hindrance or interference from the Lessor and/or any person and/or Authority and Government.

e) Any sale / transfer and / or assignment of the said Premises or a portion thereof by the Lessor to any person in any manner, whatsoever, shall not in any way affect or prejudice the rights of the Lessee as contained in this Lease Agreement. Every purchaser / transferee / assignee shall be bound by the said Lease Deed and all the terms and conditions and covenants herein contained. The Lessors shall further be bound to disclose the Terms and Conditions of this Lease Agreement and covenants herein provided to purchaser / transferee / assignee.

f) That the Lessor has a legal and valid title of the Rented Premises and have the right to lease the Rented Premises which is free from all encumbrances and charges/liens and shall submit copies of all property documents along with any necessary approvals and sanctions of the concerned authority in respect of the Rented Premises prior to execution of this Lease Deed or at any time as and when required by the Lessee.

g) Disputes of any kind between the Lessor and any third party shall not affect the rights of the Lessee under this Lease Agreement or any renewals thereof.

h) The Lessor shall provide all approvals and necessary assistance to the Lessee for obtaining of any utilities at the Rented Premises as and when required by the Lessee.

i) The Lessor has paid all the utility bills and taxes related to the Rented Premises (as brought to the knowledge of the Lessee) as provided in the Schedule II of this Lease Agreement at the time of handing over the Rented Premises to the Lessee.

j) The Lessee shall be entitled to erect and /or install the neon sign and/or other publicity boards / skins / hoarding and / or advertising boards in front of the Rented Premises subject to provision of appropriate space.

7. THE LESSOR WARRANTS

a. There are no restrictions or impediments in the Lessor's rights to lease the Rented Premises to the Lessee and / or as provided anywhere under this Lease Agreement and that all necessary lawful authority / approvals / permissions / consents / permits of the relevant Government Department / Municipal Authority / Development Authority been obtained and fulfilled by the Lessor in respect of leasing/renting out the Rented Premises to the Lessee for the use of the Rented Premises

b. The Lessor warrants that Rented Premises, at the time of handing over, is structurally sound in every respect and may be used for the purpose for which it is leased out and the Lessor undertakes that the structure has been erected in accordance with the necessary approvals / permissions / consents / plans / permits of the relevant Local Government Gulberg Town Lahore / Lahore Development Authority thereby allowing for lawful utilization of the same for purposes mentioned.

c. The Lessor shall, when called upon by the Lessee, acquire any necessary approvals/plans/permissions/permits from the relevant Local Government/ Gulberg Town / Lahore Development Authority for making any additions to the structure of the Rented Premises as and when required by the Lessee provided that the cost of such approvals / permissions shall be borne by the Lessee.

d. If during the period of this lease agreement, the Rented Premises are destroyed and / or damaged due to any structural defects and / or damaged by an earthquake, civil commotion, riots, war, political disturbances, fire, storm or any other cause beyond the control of Lessee which may impede use of the Rented Premises by the Lessee, the Lessee at its sole discretion shall have the

right to terminate this Lease Agreement with one month prior notice. Upon such termination of the lease, no further rent shall be due and payable by the Lessee and if any advance rent paid by the Lessee in respect of the remaining period of this Lease Deed or any renewals thereof and / or under any other agreement(s) between the Lessee and the Lessor with respect to the Premises shall be refunded forthwith by the Lessors within **30 days** of such termination.

e. The Lessee shall on the termination of the lease deliver possession of the Rented Premises to the Lessor. However, if the Lessee is unable to carry on running the business at the Premises due to any Federal/Provincial/Municipal/Cantonment Board/Local Bodies, Institutions, authorities, Regulations or Court order, the Rented Premises will be vacated accordingly and the Lessor will refund the balance amount of rentals from the advance paid to Lessee within **30 days** of such termination.

f. At the completion of term of this Lease Agreement and upon receipt of **30 days** advance written Notice from the Lessee of its intentions to renew the Lease Agreement, the lease may be further extended by mutual consent of both the parties on the terms and conditions mutually agreed at the time of the expiry of this Lease Agreement.

8.INDEMINITY AND UNDERTAKINGS

a. The Lessor hereby indemnify the Lessee and agrees to keep the Lessee safe, secured and harmless against all costs, charges, liabilities, expenses, litigations/legal actions, losses, claims and detriments (including but not limited to as hereinabove defined) that may be suffered by or made against or incurred by the Lessee owing to any breach of the conditions of this Lease Agreement or as a result of any act or omission on part of the Lessor which directly, or indirectly shall prejudice the rights, privileges and benefits of the Lessee.

b. The Lessor agrees/undertakes to indemnify the Lessee against any claims, liabilities dues or charges accrued or accruing and claimed by any person / party or authority in respect of the Rented Premises.

9.MISCELLENEOUS

a) The Lessee may terminate this Lease Agreement at any time by giving the other Part a **One (01) Month** prior Notice in writing at the address specified under this Agreement / Deed. On the happening of such an event, Lessor undertakes to return all unutilized amount of rent received in

advance from Lessee hereunder upon taking over physical possession of the Rented Premises on the date of termination mentioned in the notice.

b) In the event the Lessee commits default in the payment of rent for more than **Seven (7) days** when it becomes due on the date as prescribed in the Lease Agreement, the Lessor shall give the other part a Notice for the reimbursement of the outstanding rent. However, if the Lessee does not make the rental payment within the notice period, the Lessor shall have the right to terminate this Lease Agreement by giving the other part a **Two (02) Months** prior Notice in writing at the address specified under this Agreement.

c) In case the Lessee reduce its operations and/or the premises become surplus, the Lessee shall communicate his intention of vacation of premises to the Lessor and both the parties shall mutually decide the mode of vacation of the premises, which in any case shall not exceed Three (03) Months. The Lessor undertakes to return all proportionately unutilized amount of Rent received in Advance from Lessee hereunder within **30 days** of the said date of vacation.

d) Upon expiry of this Lease Deed or upon its earlier termination, the parties at the time of handing over possession will carry out a joint survey of the Rented Premises to confirm that the Rented Premises is being handed over in good condition, normal wear and tear excepted. In case any major damage is identified by the parties during the joint inspection, the Lessee will have the damage repaired at its own cost.

e) The Lessor and the Lessee agree to strictly abide by the terms and conditions as laid down in this Lease Agreement. In case of any breach of any of the conditions and covenants to be observed and performed by the Lessor, the Lessee may terminate this Lease Agreement immediately after giving a written Notice to this effect provided that a time of **30 working days** is given to the Lessor to rectify the breach. Any unutilized payment made by the Lessee to the Lessors under this Lease Agreement or any renewals thereof and/or on account of any other agreement with respect to the Rented Premises shall be returned to the Lessee within **60 days** of such termination.

f) This Agreement has been drawn up in duplicate, one original to be retained by the Lessee and other to be retained by the Lessor.

g) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.

h) - A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

10. ASSIGNMENTS

Save as herein expressly provided, the rights and obligations of Lessor and Lessee under this Lease Agreement may not be assigned or transferred by either Party without the prior approval in writing of the other Party; which approval shall not be withheld unreasonably.

11. APPLICABLE LAW AND JURISDICTION

a. This Lease Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the Laws of Pakistan.
b. The Parties submit and agree to the exclusive jurisdiction of the Honorable Courts at Lahore, Pakistan.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS LEASE AGREEMENT ON THE (DATE)

LESSOR	**LESSEE**
Name:_____	**CEO:**_____
Signature:_____	**Signature:**_____
Witness Name:_____	**Witness Name:**_____
Witness Sign:_____	**Witness Sign:**_____