

Bid Document

HIRING OF CONTRACTORS FOR SECONDARY WASTE COLLECTION INCLUDING PLOT CLEARANCE AND TRANSPORTATION TO DUMP SITE

Sr. #	Name of Town	Preference
01	Gulberg Town	

LAHORE WASTE MANGEMENT COMPANY

BID REFERENCE NO. LWMC/P&C/PR/2021/520A



LAHORE WASTE MANGEMENT COMPANY

INVITATION TO BID
FOR
HIRING OF CONTRACTORS FOR SECONDARY WASTE COLLECTION
INCLUDING PLOT CLEARANCE AND TRANSPORTATION TO DUMP SITE
(For 2 Months)

The Lahore Waste Management Company (LWMC) invites sealed bids from (eligible as per Bid Document) Firms / Companies/Individuals/Joint Venture registered with Income Tax Department and PRA for “**HIRING OF CONTRACTORS FOR SECONDARY WASTE COLLECTION INCLUDING PLOT CLEARANCE AND TRANSPORTATION TO DUMP SITE**” for a period of two (2) months, extendable at the same terms and conditions.

Bidding Document in the English language, may be downloaded from the website of the LWMC (www.lwmc.com.pk) free of cost. Details of Estimated Price along with required bid security is as under;

Description of Zone/Town	Estimated Price (Rs.)	Bid Security Amount (Rs.)
Gulberg	33,290,985	2% of Estimated Price

Bidding shall be conducted through submission of sealed Technical and Financial Bids under section 59 (d) of Punjab Procurement Rules, 2014. Bids must be delivered to the address below on or before **March 17, 2021** at **1130 Hours**. Technical Bids will be opened on the same day at **1200 Hours** in the presence of the Bidders’ representatives who choose to attend at the address below.

Bid Documents are immediately available after the publication of this notice on LWMC Website (www.lwmc.com.pk). LWMC reserves the right to reject all the bids as per Punjab Procurement Regulatory Authority (PPRA).

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Part I – Bid Evaluation and Preparation Procedures

Section I. Instructions to Bidders/Service Providers

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Instructions to Bidders/Service Providers (ITB)

A. General

Definition

- 1.1 “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Service provider.
- 1.2 “**Applicable Rules**” means the Punjab Procurement Rules 2014 governing the selection and Contract award process as set forth in this RFP.
- 1.3 “**Applicable Law**” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- 1.4 “**Client**” means the procuring agency that signs the Contract for the Services with the selected Service provider.
- 1.5 “**Service Provider**” means a legally-established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.6 “**Contract**” means a legally binding written agreement signed between the Client and the Service provider and includes all the attached documents listed in its General Conditions of Contract (**GCC**), Special Conditions of Contract (**SCC**), and the Appendices.
- 1.7 “**Bid Data Sheet**” (**BDS**) means an integral part of the Instructions to Bidders (**ITB**)/ Service provider that is used to reflect specific conditions to supplement assignment, but not to over-write, the provisions of the ITB.
- 1.8 “**Day**” means a calendar day.
- 1.9 “**Government**” means the Government of the Punjab.
- 1.10 “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one Service provider where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- 1.11 “**ITB**” means the Instructions to Bidders/Service providers that provides the Service providers with all information needed to prepare their bids.
- 1.12 “**LOI**” means the Letter of Invitation being sent by the Client to the Service providers.

1.13 “Proposal” means the Technical Proposal and the Financial Proposal of the Service provider.

1.14 “Bid Document” means the document to be prepared by the Client for the selection of Service providers.

1.15 “Services” means the work to be performed by the Firm pursuant to the Contract.

1.16 “TORs” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Service provider, and expected results and deliverables of the assignment.

Scope of bid

2.1 The Procuring Agency, as defined in the Bid Data Sheet (BDS), invites bids for the Services, as described in the Appendix IV – scope of services to the Contract. The name and identification number of the Contract is provided in the BDS.

2.2 The successful Service provider will be expected to commence the performance of the Services by the Intended Commencement Date provided in the BDS.

Eligible service provider

3.1 All service providers shall provide in Section III, Proposal Forms, a statement that the Service provider (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other sections of this Proposal document. A firm that has been engaged by the Procuring Agency to provide Service Provider Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to Proposal.

3.2 Service providers shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA)

3.3 The Procuring Agency permits Service providers/bidders.

Conflict of Interest

4.1 The Service provider is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests’ paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

4.2 The Service provider has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the

Service provider or the termination of its Contract and/or sanctions by the Procuring Agency.

4.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Service provider shall not be hired under the circumstances set forth below:

Conflicting activities

4.3.1 A firm that has been engaged by the Client to provide goods, works or services other than Services for a project, and any of its affiliates, shall be disqualified from providing Services related to those goods, works or services. Conversely, a firm hired to provide Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Services resulting from or directly related to the firm's Services for such preparation or implementation.

Conflicting assignments

4.3.2 Service Provider (including its Personnel and Sub- Service Provider) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Provider to be executed for the same or for another Client

Conflicting relationship

4.3.3 A Service Provider that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (I) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Agreement

One bid per bidder per lot

5.1 Each Bidder/Service provider shall submit only one bid for one lot, either individually or as a partner in a joint venture. A bidder/Service provider who submits or participates in more than one bids per lot will cause all the bids with the Service provider's participation to be disqualified.

Cost of bid/Proposal

6.1 The Service provider shall bear all costs associated with the preparation and submission of his bid/Proposal, and the Procuring Agency will in no case be responsible or liable for those costs.

Site Visit

7.1 The Bidder/Service provider, at the Service provider's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the

bid/Proposal and entering into a contract for the Services. The costs of visiting the Site shall be at the Service provider's own expense.

B. Bid/Proposal Documents

- | | | | | | | | | | | | | | | | | | |
|--|---|-----------|---|------------|----------------|-------------|--------------------|------------|-------------------|---------|----------------------------------|-----------|--------------------------------|-----------|--------------------------------|----------|------------|
| Content of bid/Proposal Documents | <p>8.1 The set of bid/Proposal documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:</p> <table border="0" style="margin-left: 40px;"> <tr> <td style="padding-right: 20px;">Section I</td> <td>Instructions to Bidders/Service providers (ITB)</td> </tr> <tr> <td>Section II</td> <td>Bid Data Sheet</td> </tr> <tr> <td>Section III</td> <td>Bid/Proposal Forms</td> </tr> <tr> <td>Section IV</td> <td>Scope of Services</td> </tr> <tr> <td>Part II</td> <td>Conditions of Contract and Forms</td> </tr> <tr> <td>Section A</td> <td>General Conditions of Contract</td> </tr> <tr> <td>Section B</td> <td>Special Conditions of Contract</td> </tr> <tr> <td>Part III</td> <td>Appendices</td> </tr> </table> <p>8.2 The Service provider is expected to examine all instructions, forms, terms, and specifications in the bid/Proposal documents. Failure to furnish all information required by the bid/Proposal documents or to submit a bid/Proposal not substantially responsive to the bid/Proposal documents in every respect will be at the bidder/Service provider's risk and may result in the rejection of its. All sections should be completed and returned with the Proposal in the number of copies specified in the BDS.</p> | Section I | Instructions to Bidders/Service providers (ITB) | Section II | Bid Data Sheet | Section III | Bid/Proposal Forms | Section IV | Scope of Services | Part II | Conditions of Contract and Forms | Section A | General Conditions of Contract | Section B | Special Conditions of Contract | Part III | Appendices |
| Section I | Instructions to Bidders/Service providers (ITB) | | | | | | | | | | | | | | | | |
| Section II | Bid Data Sheet | | | | | | | | | | | | | | | | |
| Section III | Bid/Proposal Forms | | | | | | | | | | | | | | | | |
| Section IV | Scope of Services | | | | | | | | | | | | | | | | |
| Part II | Conditions of Contract and Forms | | | | | | | | | | | | | | | | |
| Section A | General Conditions of Contract | | | | | | | | | | | | | | | | |
| Section B | Special Conditions of Contract | | | | | | | | | | | | | | | | |
| Part III | Appendices | | | | | | | | | | | | | | | | |
| Clarification of bid/Proposal Documents | <p>9.1 A bidder/prospective Service provider requiring any clarification of the Proposal documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in the invitation/advertisement. The Procuring Agency will respond to any request for clarification received earlier than 5 days prior to the deadline for submission of Proposals. Copies of the Procuring Agency's response will be forwarded to all purchasers of the Proposal documents, including a description of the inquiry, but without identifying its source.</p> | | | | | | | | | | | | | | | | |
| Amendment of Bid/Proposal Documents | <p>10.1 Before the deadline for submission of bid/Proposals, the Procuring Agency may modify the bid/Proposal documents by issuing addenda.</p> <p>10.2 Any addendum thus issued shall be part of the bid/Proposal documents and shall be communicated in writing or by email to all purchasers of the bid/Proposal documents. Prospective</p> | | | | | | | | | | | | | | | | |

bidders/service providers shall acknowledge receipt of each addendum by email to the Procuring Agency.

- 10.3** To give prospective service providers reasonable time in which to take an addendum into account in preparing their bids/Proposals, the Procuring Agency shall extend, as necessary, the deadline for submission of bids/Proposals, in accordance with ITB Sub-Clause 20.2 below.

C. Preparation of Proposals

Language of bid/Proposal

- 11.1** The Proposal prepared by the Service provider, as well as all correspondence and documents relating to the Proposal exchanged by the bidders/Service provider and the Procuring Agency shall be written in the language specified in the BDS. Supporting documents and printed literature furnished by the bidder/Service provider shall be in same language.

Documents Comprising the bid/Proposal

- 12.1** The bid/Proposal submitted by the Service provider shall comprise the following:
- 12.1.1** Technical and Financial form of bid/Proposal (in the format indicated in Section III);
 - 12.1.2** bid Security;
 - 12.1.3** and any other materials required to be completed and submitted by bidders/service providers, as specified in the BDS.

Bid/Proposal Prices

- 13.1** The Contract shall be for the Services, as described Section IV Scope of services of contract and in the Specifications, based on the priced/Activity Schedule, Section III.
- 13.2** The bidder/Service provider shall fill in rates and prices, if applicable, for all items of the Services described in the Specifications (or Terms of Reference), and Appendices.
- 13.3** All the applicable taxes shall be included in the bid price. Any decrease in the taxes will be adjusted as per provisions of law accordingly.
- 13.4** If provided for in the BDS, the rates and prices quoted by the bidder/Service provider shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Service provider shall submit with the Proposal all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

- Currencies of bid/Proposal and Payment**
- 14.1** The price shall be quoted by the bidder/Service provider in Pak Rupees (PKR)
- Bid/Proposal Validity**
- 15.1** Proposals shall remain valid for the period specified in the BDS.
- 15.2** In exceptional circumstances, the Procuring Agency may request that the bidders/service providers extend the period of validity for a specified additional period. The request and the service providers' responses shall be made in writing or by email. A bidder/Service provider may refuse the request without forfeiting the bid Security. A bidder/Service provider agreeing to the request will not be required or permitted to otherwise modify the bid/Proposal, but will be required to extend the validity of bid Security for the period of the extension, and in compliance with ITB Clause 16 in all respects.
- Bid/Proposal Security**
- 16.1** The Bidder/Service provider shall furnish bid security, as part of the bid/Proposal as **specified in the BDS (if any)**.
- 16.2** The Bid Security shall be in the **amount specified in the BDS** and denominated in Pak Rupees (PKR) and shall:
- 16.2.1** at the Bidder/service provider's option, in shape of call Deposit Receipt (CDR)/Bank Guarantee/ Pay Order in favor of Lahore Waste Management Company (LWMC);
- 16.2.2** In accordance with one of the forms of bid/Proposal Security included in Section III, Proposal Forms (TECH 2), or other form approved by the Procuring Agency prior to Proposal submission;
- 16.2.3** be payable promptly upon written demand by the Procuring Agency in case the conditions listed in ITB Sub-Clause 16.5 are invoked;
- 16.2.4** be submitted in its original form; copies will not be accepted;
- 16.2.5** remain valid for a period of 28 days beyond the validity period of the Proposals, as extended, if applicable, in accordance with ITB Sub-Clause 15.2;
- 16.3** If a bid Security is required in accordance with ITB Sub-Clause 16.1, any bid/Proposal not accompanied by a substantially responsive bid Security in accordance with ITB Sub-Clause 16.1, shall be rejected by the Procuring Agency as non-responsive.
- 16.4** The bid Security of unsuccessful bidder/Service providers shall be returned as promptly as possible upon the successful

bidder/Service provider's furnishing of the Performance Security pursuant to ITB Clause 35.

16.5 The bid Security may be forfeited:

16.5.1 if a bidder/Service provider withdraws its bid/Proposal during the period of bid validity specified by the bidder/Service provider on the Bid/Proposal Submission Form, except as provided in ITB Sub-Clause 15.2; or

16.5.2 if the successful Service provider fails to:

16.5.2.1 sign the Contract in accordance with ITB Clause 34;

16.5.2.2 Furnish a Performance Security in accordance with ITB Clause 35.

16.6 The bid Security of a JV must be in the name of the JV that submits the bid/Proposal. If the JV has not been legally constituted at the time of bid/proposal submission, the bid/Proposal Security shall be in the names of all future partners as named in the letter of intent to constitute the JV.

Alternative Proposals by Service providers

17.1 Unless otherwise indicated in the BDS, alternative Proposals shall not be considered.

Technical and Financial bid/Proposal Format and Content

18.1 The Technical bid/Proposal shall not include any financial information. A Technical bid/Proposal containing material financial information shall be declared non-responsive.

18.2 The Financial bid/Proposal shall be prepared using the attached Section III – Proposal Forms (FIN 1-2). It shall include all costs associated with the assignment.

18.3 All the applicable taxes shall be included in the bid price. Any decrease in the taxes will be adjusted as per provisions of law accordingly.

18.4 Service Provider should express the price of their services in Pakistani rupees (PKR)

D. Submission of Bids/Proposals

Sealing and Marking of bids/Proposals

19.1 The Bidder/Service provider shall submit a signed and complete bid/Proposal comprising the documents and forms in accordance with Clause 12 (Documents Comprising Bid/Proposal). The submission can be done by mail/courier or by hand. No bid/proposals shall be accepted through online submission.

- 19.2** An authorized representative of the Bidder/Service provider shall sign the original submission letters in the required format for both the Technical Bid/Proposal and, if applicable, the Financial Bids/Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Bid/Proposal.
- 19.3** A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 19.4** Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid/Proposal.
- 19.5** The signed bid/Proposal shall be marked "**Original**", and its copies marked "**Copy**" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 19.6** The original and all the copies of the Technical Bid/Proposal shall be placed inside of a sealed envelope clearly marked "**Technical Bid/Proposal**", "[Name of the Assignment] ", reference number, name and address of the Bidder/Service provider, and with a warning "**Do Not Open until** [insert the date and the time of the Technical Bid/Proposal submission deadline]."
- 19.7** Similarly, the original Financial Bid/Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**Financial Bid/Proposal**" followed by the name of the assignment, reference number, name and address of the Service provider, and with a warning "**Do Not Open with The Technical Bid/Proposal.**"
- 19.8** The sealed envelopes containing the Technical and Financial Bids/Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the **submission address, Bid reference number, the name of the assignment, Bidder/Service provider's name and the address, and shall be clearly marked "Do Not Open Before** [insert the time and date of the submission deadline indicated in the Data Sheet]"
- 19.9** If the envelopes and packages with the Bids/Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Bid/Proposal.

- Deadline for Submission of Bids/Proposals**
- 20.1** Proposals shall be delivered to the Procuring Agency at the submission **address specified in the BDS** no later than the time and date **specified in the BDS**.
- 20.2** The Procuring Agency may extend the deadline for submission of Proposals by issuing an amendment/corrigendum/addendum in accordance with ITB Clause 10, in which case all rights and obligations of the Procuring Agency and the Bidders/service providers previously subject to the original deadline will then be subject to the new deadline.
- Late Bids/Proposals**
- 21.1** The Procuring Agency will not receive any Proposal submitted after the deadline prescribed in ITB Clause 20.
- Modification and Withdrawal of Bids/Proposals**
- 22.1** Bidders/Service providers may modify or withdraw their Bids/Proposals by giving notice in writing before the deadline prescribed in ITB Clause 20.
- 22.2** No Bid/Proposal may be modified after the deadline for submission of Bids/Proposals.
- 22.3** Withdrawal of a Bid/Proposal between the deadline for submission of Bids/Proposals and the expiration of the period of Bid/Proposal validity specified in the BDS or as extended pursuant to ITB Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 16.

E. Bid/Proposal Opening and Evaluation

- Bid/Proposal Opening**
- 23.1** The Client's Management Procurement Committee/evaluation committee shall conduct the opening of the technical Bids/Proposals in the presence of the Bidders/Service providers' authorized representatives who choose to attend (in person). The opening date, time and the address are **stated in the Data Sheet**. The envelopes with the Financial Bid/Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 19 and 24 of the ITB.
- 23.2** At the opening of the Bids/Proposals the following shall be read out:
- 23.2.1** the name and the country of the Bidder/Service provider or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;

- 23.2.2 the presence or absence of a duly sealed envelope with the Financial Bid/Proposal;
- 23.2.3 any modifications to the Bids/Proposal submitted prior to Bid/proposal submission deadline; and
- 23.2.4 Any other information deemed appropriate or as indicated in the Data Sheet.

**Technical
Bids/Proposals
Evaluation**

- 24.1 The Bidder/Service provider is not permitted to alter or modify its Bid/Proposal in any way after the proposal submission deadline except as permitted under Clause 22 of this ITB. While evaluating the Bids/Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Bids/Proposals.
- 24.2 The Client's evaluation committee shall evaluate the Technical Bids/Proposals on the basis of their responsiveness to the Terms of Reference/scope of services and the Bid Document, applying the evaluation criteria, sub-criteria, and point system if any **specified in the Data Sheet**. Each responsive Bid/Proposal will be given a technical score, if any indicated in the data sheet. A Bid/Proposal shall be rejected at this stage if it does not respond to important aspects of the Bid document or if it fails to achieve **the requirements indicated in the Data Sheet**.
- 24.3 After the technical evaluation is completed, the Client shall notify those Bidders/Service providers, whose Bids/Proposals were considered non-responsive to the bid document and TOR or did not meet the minimum qualifying technical score that their Financial Bids/Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Bidders/Service providers that have achieved/qualified the minimum overall technical score/Mandatory evaluation criteria and inform them of the date, time and location for the opening of the financial bids/Proposals. The opening date should allow the Bidders/Service providers sufficient time to make arrangements for attending the opening. The Bidders/Service provider's attendance at the opening of the Financial Bids/Proposals (in person) is optional and is at the Bidders/Service provider's choice.
- 24.4 The Financial Bids/Proposals shall be opened by the Client's Bid/evaluation committee in the presence of the representatives of those Service providers whose bids/proposals have passed the minimum technical

score/mandatory criteria. At the opening, the names of the Bidders/Service providers, and the overall technical scores, including the break-down by criterion, shall be read aloud if any indicated in the Data Sheet. The Financial Bids/Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Bids/Proposals shall be then opened, and the total prices read aloud and recorded.

- 24.5 In the case of Least-Cost Selection (LCS)**, the Client will select the Bidder/Service provider with the lowest evaluated total bid price among those service providers that achieved the minimum technical score/mandatory technical evaluation criteria for each lot.

Taxes

- 25.1** The Service Provider's Financial Proposal shall include all applicable taxes in accordance with the instructions in the Data Sheet.

Financial Bid/Proposal Evaluation

- 26.1 Least-Cost Selection (LCS)**, the Client will select the Bidder/Service provider with the lowest evaluated total bid price among those service providers that achieved the minimum technical score/mandatory technical evaluation criteria for each lot.

Process to Be Transparent

- 27.1** Information relating to the evaluation and comparison of bids/Proposals and recommendations for the award of a contract shall be disclosed to service providers **10 days** before the award to the successful Service provider, on the PPRA Website.

Clarification of Bids/Proposals

- 28.1** To assist in the examination, evaluation, and comparison of Bids/Proposals, the Procuring Agency may, at its discretion, ask any Bidder/Service provider for clarification of the Bidder/Service Provider's Bid/Proposal, including breakdowns of the prices in the Price/Activity Schedule, and other information that the Procuring Agency may require. The request for clarification and the response shall be in writing or email, but no change in the price or substance of the Bid/Proposal shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the Proposals in accordance with ITB Clause 30.
- 28.2** No Bidder/Service provider shall contact the Procuring Agency on any matter relating to its Bid/Proposal from the time of the Bid/Proposal opening to publication of

evaluation report. If the Service provider wishes to bring additional information to the notice of the Procuring Agency, he/she should do so in writing.

28.3 Any effort by the Bidder/Service provider to influence the Procuring Agency in the Procuring Agency's Bid/Proposal evaluation or contract award decisions may result in the rejection of the Bidder/Service Provider's Bid/Proposal.

Examination of Bids/Proposals and Determination of Responsiveness

29.1 Prior to the detailed evaluation of Bids/Proposals, the Procuring Agency will determine whether each Bid/Proposal:

29.1.1 Has been properly signed;

29.1.2 Is accompanied by the required securities;

29.1.3 And is substantially responsive to the requirements of the Bid/Proposal documents.

29.2 A substantially responsive Bid/Proposal is one which conforms to all the terms, conditions, TORs and specifications of the Bid/Proposal documents, without material deviation or reservation. A material deviation or reservation is one:

29.2.1 Which affects in any substantial way the scope, quality, or performance of the Services; or

29.2.2 Which limits in any substantial way, inconsistent with the Bid/Proposal documents, the Procuring Agency's rights or the Bidder/Service provider's obligations under the Contract; or

29.2.3 Whose rectification would affect unfairly the competitive position of other Bidders/service providers presenting substantially responsive Bids/proposals

29.3 If a Bid/proposal is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

Correction of Errors

30.1 Bids/Proposals determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis:

30.1.1 If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price/price per ton and quantity, the unit price/price

per ton shall prevail, and the total price shall be corrected;

30.1.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

30.1.3 If there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

30.2 The amount stated in the bid/Proposal will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder/Service provider, shall be considered as binding upon the Bidder/Service provider. If the Service provider does not accept the corrected amount, the Bid/Proposal will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 16.5.

**Non-
Preferential
Treatment**

31.1 No service provider (domestic or foreign) shall be eligible for any margin of preference in Bid/Proposal evaluation.

F. Award of Contract

**Award
Criteria**

32.1 The Procuring Agency will award the Contract for to the Bidder/Service provider whose Bid/Proposal has been determined to be substantially responsive to the Bid/Proposal documents and who has offered the lowest evaluated Bid/Proposal price, provided that such Bidder/Service provider has been determined to be:

32.1.1 Eligible in accordance with the provisions of ITB Clause 3, and

32.1.2 Qualified in accordance with the provisions of ITB Clause 24.

**Procuring
Agency's
Right to
Accept or
Reject all
Bids/Propo-
sals**

33.1 Notwithstanding ITB Clause 32, the Procuring Agency reserves the right to accept all Bids/Proposals, or to cancel the selection process and reject all Bids/Proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder/Service provider or service providers or any obligation to inform the affected Bidder/Service provider or service providers of the grounds for the Procuring Agency's action.

**Notification of
Award and
Signing of
Agreement**

34.1 The Bidder/Service provider whose Bid/Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid/Proposal validity period by email or confirmed by registered letter from the Procuring Agency. This letter (hereinafter and in the Conditions of Contract called the

“Letter of Acceptance”) will state services and other particulars that the Procuring Agency will deliver to the Bidder/Service provider in consideration of the execution, completion, and maintenance of the Services by the Bidder/Service provider as prescribed by the Contract

34.2 The notification of award will constitute the formation of the Contract. Expected data and address for award of contract is **specified in BDS.**

34.3 The Contract, in the form provided in the Bid/Proposal documents, will incorporate all agreements between the Procuring Agency and the successful Bidder/Service provider. It will be signed by the Procuring Agency and sent to the successful Bidder/Service provider along with the Letter of Acceptance. Unless otherwise stated in **BDS or Part II**, within 7 days of receipt of the Contract, the successful service provider **shall sign the Contract** and return it to the Procuring Agency, together with the required performance security pursuant to Clause 35. Furthermore, the selected Bidder/service provider shall commence the services by the date specified in BDS.

34.4 Upon fulfilment of ITB Sub-Clause 34.3, the Procuring Agency will promptly return the Bid/ security of unsuccessful Service providers as soon as possible.

Performance Security

35.1 Unless otherwise stated in **BDS or Part II**, within 7 days after receipt of the Letter of Acceptance, the successful Service provider shall deliver to the Procuring Agency a Performance Security in the amount and in the form (Bank Guarantee) stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract. It will be retained by the procuring agency till the successful completion of the contract.

35.2 If the Performance Security is provided by the successful Bidder/Service provider in the form of a Bank Guarantee, it shall be issued either

35.2.1 At the Bidder/Service provider’s option, by a bank located in the country of the Procuring Agency

35.3 Failure of the successful Bidder/Service provider to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

Arbitration

36.1 Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to

time. The venue of arbitration shall be in Lahore as given in Special Conditions of the contract.

**Corrupt or
Fraudulent
Practices**

37.1 For the purpose of this provision, the terms set forth below define corrupt or fraudulent practices:

37.1.1 “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Bidder/service provider or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;

37.1.2 “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

37.1.3 “collusive practices” is an arrangement among service providers (prior to or after Proposal submission) designed to establish Proposal prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

37.1.4 “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;

37.1.5 “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.

37.2 The Procuring Agency will reject a proposal for award if it determines that the Service provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

- 37.3** The Procuring Agency will declare mis-procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract,;
- 37.4** 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 they its representatives, directly or through an agent, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- 37.5** The Procuring Agency will have the right, requiring service providers, suppliers, contractors and consultants to permit the Procuring Agency to inspect their accounts and records and other documents relating to the Proposal submission and contract performance and to have them audited by auditors appointed by the Procuring Agency.

Section II. Proposal Data Sheet

A. General	
ITB clause reference	
2.1	The Procuring Agency is: <u>LAHORE WASTE MANAGEMENT COMPANY</u>
2.2	The Intended Date for commencement of services is: <u>1 day after Award of Contract/Award Letter</u>
2.3	The name and identification number of the Contract is: <u>HIRING OF CONTRACTORS FOR SECONDARY WASTE COLLECTION INCLUDING PLOT CLEARANCE AND TRANSPORTATION TO DUMP SITE</u> Procurement / Contract Number No: LWMC/P&C/PR/2021/520A
2.4	A list of debarred/blacklisted firms is available at PPRA's website: www.pprapunjab.gov.pk
B. Proposal Documents	
8.2 and 19.5	The number of copies of the technical proposal to be completed and returned shall be: <u>One (1) original and One Copy signed in original</u>
C. Preparation of Proposals	
11.1	This document has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.
12.1	Single Stage Two Envelope Bidding Procedure shall be followed. The proposal document to be submitted shall comprise of following: <ul style="list-style-type: none"> 1. <u>Technical proposal:</u> <ul style="list-style-type: none"> a. Power of Attorney/Authorized Person to sign the Proposal b. Tech-1 c. Tech-2 d. Tech-3 e. Tech-4 f. Tech-5 g. Tech-6 h. Tech-7 i. Tech-8 j. Tech-9

	<p>2. Financial proposal:</p> <p>a. FIN-1</p> <p>b. FIN-2</p> <p>3. and any other materials required to be completed and submitted by service providers.</p> <p>Technical and Financial Proposals shall be sealed separately, both enclosed in one common envelope.</p>								
14.1	<p>The currency used for the purpose of this document is:</p> <p><u>PKR (Pakistani Rupees)</u></p>								
15.1	<p>The period of proposal validity shall be 90 days after the deadline for Bid/proposal submission.</p>								
16.1	<p>Original Bid Security of the following Estimated Price shall be submitted along with <u>Technical Bid.</u></p> <table border="1"> <thead> <tr> <th>Sr. #</th> <th>Description</th> <th>Estimated Price (Rs.)</th> <th>Bid Security</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Gulberg</td> <td>33,290,985</td> <td>2% of Estimated Price</td> </tr> </tbody> </table>	Sr. #	Description	Estimated Price (Rs.)	Bid Security	1	Gulberg	33,290,985	2% of Estimated Price
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1	Gulberg	33,290,985	2% of Estimated Price						
16.2	<p>Bid Security in shape of Pay Order or Call Deposit Receipt or Bank Guarantee in favor of Lahore Waste Management Company (LWMC).</p>								
17.1	<p>Alternative Bids/proposals are not permitted.</p>								
<p>D. Submission of Proposals</p>									
20.1	<p>The Procuring Agency's address for the purpose of Bid/proposal submission is</p> <p>The Chief Executive Officer</p> <p>Lahore Waste Management Company</p> <p>4th Floor, Shaheen Complex, Egerton Road, Lahore</p> <p>Contact: 042-99205153-55</p> <p>Country: Pakistan</p> <p>For identification of the Bid/proposal the envelopes should indicate:</p> <p><u>HIRING OF CONTRACTORS FOR SECONDARY WASTE COLLECTION INCLUDING PLOT CLEARANCE AND TRANSPORTATION TO DUMP SITE</u></p> <p>Procurement / Contract Number No: LWMC/P&C/PR/2021/520A</p>								
20.2	<p>The service provider shall NOT have the option of submitting their Proposals electronically</p>								
<p>E. Proposal Opening and Evaluation</p>									

23.1	Proposals will be opened at 1200 hours on March 17, 2021 at the following address Committee Room of Lahore Waste Management Company, Shaheen Complex 7 th Floor, Lahore																								
24	<p>Criteria for Evaluation of Technical Proposals:</p> <p style="text-align: center;">ELIGIBILITY REQUIREMENTS / MANDATORY EVALUATION CRITERIA (KNOCK DOWN CLAUSES)</p> <p style="text-align: center;">Availability of following documents shall be checked on knockdown basis</p> <table border="1" data-bbox="409 550 1469 1260"> <tr> <td style="text-align: center;">1.</td> <td>Legal status of the Applicant/bidder with registration certificate</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Registration with Income Tax Authorities</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Registration with Punjab Revenue Authority (PRA)</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Bidder(s) having any dispute with LWMC or have refused LWMC to offer their services during the past one year are not eligible to apply. Subsequently any service provider whose services have been discontinued due to poor performance will also not be eligible to participate in the bidding process.</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Undertaking (on Stamp paper in a denomination of Rs. 100): <ul style="list-style-type: none"> • Firm is not blacklisted by any federal/provincial government department • Integrity Pact </td> </tr> <tr> <td style="text-align: center;">6.</td> <td>Audited Financial Statements for the last three years or the latest of three years for which the audited financial statements are available with the bidders</td> </tr> <tr> <td style="text-align: center;">7.</td> <td>Minimum two (2) nos. of projects related to handling of machinery w.r.t transportation of waste/solid waste/municipal waste in last seven (07) years</td> </tr> </table> <p>Note:</p> <ul style="list-style-type: none"> • In case of JV, all partner must meet the Knock down Clauses which are needed to be eligible bidder. • The bidder who fails to fulfill the above mentioned requirements of knockdown clauses shall not be evaluated further and will be declared non-responsive <p style="text-align: center;"><u>TECHNICAL EVALUATION OF BIDS / PROPOSALS</u></p> <p style="text-align: center;">In case of Joint Venture (J.V), all partners will collectively meet the following technical evaluation criteria.</p> <table border="1" data-bbox="409 1591 1403 1822"> <thead> <tr> <th style="text-align: center;">S. No.</th> <th style="text-align: center;">Description</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Firm Experience</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Availability of Minimum Manpower and Machinery Resources</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Financial Soundness</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Resource Deployment Plan</td> </tr> </tbody> </table> <p>1. Firm Experience</p>	1.	Legal status of the Applicant/bidder with registration certificate	2.	Registration with Income Tax Authorities	3.	Registration with Punjab Revenue Authority (PRA)	4.	Bidder(s) having any dispute with LWMC or have refused LWMC to offer their services during the past one year are not eligible to apply. Subsequently any service provider whose services have been discontinued due to poor performance will also not be eligible to participate in the bidding process.	5.	Undertaking (on Stamp paper in a denomination of Rs. 100): <ul style="list-style-type: none"> • Firm is not blacklisted by any federal/provincial government department • Integrity Pact 	6.	Audited Financial Statements for the last three years or the latest of three years for which the audited financial statements are available with the bidders	7.	Minimum two (2) nos. of projects related to handling of machinery w.r.t transportation of waste/solid waste/municipal waste in last seven (07) years	S. No.	Description	1	Firm Experience	2	Availability of Minimum Manpower and Machinery Resources	3	Financial Soundness	4	Resource Deployment Plan
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The Bidder must demonstrate that they have completed projects related to handling of machinery w.r.t to transportation of waste/solid waste/municipal waste in last Five (05) years, accumulative cost of which must be greater than or equal to Rs. 40 million. However, minimum threshold of projects meeting the accumulated cost of Rs. 40 million must be at least two (2) Nos. of projects handled by the bidder.

The bidder shall submit the substantial completion certificate or completion certificate or a similar document from the Employer, Client or the Engineer or their authorized representative stating the name and nature of the job, tenure, the final cost of services at completion, the name of the Employer and the name of the Contractor or Supplier or the Service Provider.

2. Availability of Minimum Manpower and Machinery Resources

The Bidder must demonstrate that they possess the following manpower and machinery resources against each lot. A bidder submitting bids on more than one lot must show that the dedicated manpower and machinery resources are deployed for each respective lot, separately.

Lot #	Total Machinery Requirement					Human Resource
	Dumpers	Excavators	Trolleys	Loaders	Excavators	Drivers
1	5	1	14	3	0	23
Total	5	1	14	3	0	23

For manpower resources the bidder must demonstrate that the skilled manpower (Driver) of the desired trade has been employed by them for the respective lot. The bidder shall provide name and CNIC Number against each position (Driver) and shall submit an undertaking that the desired resources will be employed and mobilized by them

For machinery resources the bidder must demonstrate that the bidder owns or has rented the following minimum required machinery for each respective lot. The bidder shall provide the registration number of each equipment (if applicable) along with the ownership documentation or rental agreements with equipment supplier; thereby ensuring that the desired number of equipment is readily available with the bidder.

3. Financial Soundness

The financial soundness will be evaluated on lot wise basis. The bidder must demonstrate that their *Average Annual Turnover* for last three years is PKR 50.00 Million **for each lot**. The bidder submitting bids on more than one lot must demonstrate the Average Annual Turnover (AAT) for last three years for the requisite number of lots i.e. for one lot the AAT must be PKR 50.00 million for two lots the AAT must be PKR 100.00 million and analogously for nine lot the AAT must be PKR 450.00 million.

4. Resource Deployment Plan

The Contractor shall provide a narrative regarding Resource Deployment Plan covering the following aspects:

- a. Mechanical/Machinery Resource Engagement Plan
- b. Human Resource Engagement Plan

	<p><u>Failure to submit the Resource Deployment Plan shall not constitute the reason for disqualification of the bidder. However, the bidder shall expressly and unconditionally agree to deliver the project in accordance with the TORs attached with the bidding documents.</u></p> <p>a. Evaluation Process</p> <p>The technical evaluation will result in technically Qualified or Disqualified bidder. Process will be completed under PPRA Rules, 2014 (amended time to time).</p> <p>b. Multiple Contracts</p> <p>If a Bidder submits several bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:</p> <ul style="list-style-type: none"> • Average annual turnover, • Equipment to be allocated, and • Personnel to be fielded. <p>The bidder will submit its lots preference for technical evaluation with technical proposal/bid. If the bidders fails to provide the lots preference then the preference will be considered serial wise i.e. lot 1 will be given first preference and so on.</p>
24.5	Least Cost Selection Method will be used for the subject procurement.
25.1	All the applicable taxes shall be included in the bid price. Any change in the taxes will be adjusted as per provisions of law accordingly.
F. Award of Contract	
34.3	Expected date for the commencement of the Services: One (01) day after Award of contract/Award Letter.
35	The Performance Security shall be in the Form of Bank Guarantee <u>amounting 10% of the contract amount with validity period of 04 (four) months.</u>

Section III. Proposal Forms

Standard Proposal Forms shall be used for the preparation of the Technical and Financial Proposal according to the instructions provided in Section 2

{Notes to Service providers shown in brackets { } throughout Section 3 provide guidance to the Service providers to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Table of Forms

Technical Proposal – Standard Form

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TECH 1: Technical Proposal Submission Form

[date]

To: Managing Director,
Lahore Waste Management Company,
Government of the Punjab

We, the undersigned, offer to provide the requested services as in accordance with your Invitation to Bid dated [insert date here]_____. We are hereby submitting our Bid/Proposal, which includes this Technical Bid/Proposal, and a Financial Bid/Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Service Provider (if any, otherwise delete this line)]*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 15.1.
- (c) We have no conflict of interest in accordance with ITC 4.
- (d) We meet the eligibility requirements as stated in ITC 3, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITC 37.
- (e) We are not submitting any conditional bid
- (f) We shall execute the project in accordance with the TORs attached with the bidding documents
- (g) Our Bid/Proposal is binding upon us.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 34.2 and 34.3 of the Data Sheet.

We understand that the Client is not bound to accept any Bid/Proposal that the Client receives.

If this information is found to be incorrect then without prejudice to any other action that may be taken, my/ our Bid security/Performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Service Provider (company's name or JV's name): _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

TECH 2: Bid/Proposal Security

*(Proposal Security to be furnished by the Service provider in the amount specified in Data sheet in **the form of Bank Guarantee or Pay Order or Call Deposit Receipt**)*

TECH 3: Resource Deployment Plan

A bidder/Service Provider should provide narrative account of the following aspects of the working methodology

Sr. No.	Parameters
1	Mechanical Resource Engagement Plan
2	Resource Engagement Plan (HR)

TECH 4: Organization Experience & Team / Staff / Vehicles Composition

{ {Please provide detail of projects undertaken along with documentary proof and describe the structure and composition of your team/staff, including the list of the Vehicles, administrative and support staff. Share complete details, required in the form below, of staff that will be deployed for this service from existing staff on payroll of service provider. }

Sr .No.	Project Name	Name of Client	Cost of Services

Name	CNIC	Years of Experience (General)	Driving Licence No.	
(Drivers)				
1	{e.g., Mr. Abbbb}			
2	{e.g., Ms. Abbbb}			
(Vehicles) Please enclose the proof of the existence of the vehicle (Ownership/Rental)				
Vehicle Type	Reg. Number	Engine No.	Chassis No.	Owned/Rental

TECH 5: 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: _____

..... [Name of Service Provider] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 within or outside Pakistan 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 GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] 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 GoP.

Name of Buyer/Client:

Name of Seller/Supplier:

.....

Signature:

Signature:

[Seal]

[Seal]

TECH 6: Performance Security

To:

CEO
Lahore Waste Management Company (LWMC)
Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan
Tel: +92-42-99205153-55, Fax: +92-42-99205156,
procurement@lwmc.com.pk

WHEREAS (Name of the Contractor)

Hereinafter called "the Contractor" has undertaken, in pursuance of "Invitation to Bids / Short Tender", regarding Procurement of following Equipment,

1. (Name of Equipment / Item) 2. (Name of Equipment / Item) etc.
(Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20____, or satisfactory completion of contract, whichever is earlier.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

TECH 7: Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT by this Power of Attorney (“**Power of Attorney**”), _____[*Insert name of Consortium firm*] having its registered office at [] , does hereby nominate, appoint and authorize Mr. _____ of [insert the Lead partner/Advisor] having its registered Head Office at [] hereinafter referred to as the “**Attorney**”, to do in our name and on our behalf the following:

- i. Sign and submit to Lahore Waste Management Company, of the Government of Punjab, or its authorized nominee for the bid in response to the bid documents dated [] issued by LWMC and all other documents and instruments required to submit the Application for prequalification.
- ii. execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. do and carry out all other actions as may be required by LWMC in connection with the procurement process as a whole;
- iv. to immediately notify LWMC in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

We, [*Insert name of Consortium Firm*], do hereby ratify and confirm whatsoever the Attorney shall do by virtue of these presents and further agree that whatever the Attorney shall do or cause to be done pursuant to this Power of Attorney shall be binding on [*Insert name of Consortium Firm*].

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, we have executed this **POWER OF ATTORNEY** as of _____ 2020.

[INSERT NAME OF CONSORTIUM FIRM]
.....

By:
Designation:
NIC No.

WITNESSES:

1.....

2.....

NAME:.....

NAME :.....

ADDRESS:
NIC OR PASSPORT No.:

ADDRESS:
CNIC OR PASSPORT No.:
AS NOTARIZED BY THE NOTARY PUBLIC

TECH 8: Undertaking

(On Stamp Paper of relevant value of 100 Rupees Value)

The Applicant/Partner of the JV shall attach original affidavit on non-judicial stamp paper (with a value of Rs. 100) and declaring on oath that the Applicant:

- a. is not in **bankruptcy** or liquidation proceedings;
- b. has never been declared **ineligible/blacklisted** by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons
- c. is not making any **misrepresentations** or concealing any material fact and detail;
- d. has not been convicted of, **fraud, corruption, collusion or money laundering**;
- e. is not aware of **any conflict of interest or potential conflict of interest** arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and
- f. does not fall within any of the circumstances for **ineligibility or disqualifications**

Thanking you,

Date..... Place.....

Yours faithfully,

Signature..... Name.....

Seal of the Organization

WITNESSES:

1.....

2.....

NAME:.....

NAME :.....

ADDRESS:
NIC OR PASSPORT No.:

ADDRESS:
CNIC OR PASSPORT No.:
AS NOTARIZED BY THE NOTARY PUBLIC

TECH 9: Financial Soundness and Preference

Applicant or each JV member if Applicant is a JV must fill in this form collectively
Applicant (or each JV member if Applicant is a JV) Name:

Date:
Zone No.:
Page of pages

Average Annual Turnover for Previous 3 Years [Rs. Equivalent]				
[Year 201x](most recent audited accounts year-end)	[Year 201x]	[Year 201x]	Average Turnover for last three years	Required Annual Turnover

Lot #	Name of Town	Required Annual Turnover for each lot (PKR Million)	Preference of Average Annual Turnover Utilization (Lot wise) Rs.
1	Gulberg Town	50	

Signature (CEO/Director/Owner)

CHECKLIST OF FORMS

Required (√)	FORM	DESCRIPTION	<i>Page Limit</i>
√	TECH 1	Technical Proposal Submission Form along with preference	<i>N/A</i>
“√” If applicable	TECH 1-A Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	<i>N/A</i>
√	TECH 2	Bid/Proposal Security Form	<i>N/A</i>
√	TECH 3	Resource Deployment Plan	<i>N/A</i>
√	TECH 4	Organization Experience & Team / Staff / Vehicles Composition	<i>N/A</i>
√	TECH 5	Integrity Pact	<i>N/A</i>
	TECH 6	Performance Security	<i>N/A</i>
“√” If applicable	TECH 7	Power of Attorney – Signing	<i>N/A</i>
√	TECH 8	Undertaking	<i>N/A</i>

FIN 1: Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Invitation to bid/letter of Invitation dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding amount(s) currency (ies)} {Insert amount(s) in words and figures}, *inclusive of all taxes in accordance with Clause 25.1 in the Data Sheet.*

Our Financial Bid/Proposal shall be binding upon us up to expiration of the validity period of the Bid/Proposal, i.e. before the date indicated in Clause 15.1 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

We understand you are not bound to accept any Bid/Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FIN 2: Price Schedule

**Lowest evaluated bid will be decided based on Least Cost Method
i.e. Per ton Cost for each lot**

For Lot # 1 (Gulberg Town)

Sr. No.	Name and short description	Per ton Cost	Estimated Total Quantity I (2 Months)	Offered Price <u>Per Ton</u> (PKR) inclusive of all taxes II	Total Price (PKR) III=II*I
01	Collection of Waste as per Scope of Services	Ton	24,164		
Total Amount (Inclusive of All Taxes)					

Total Bid Price in Words (Inclusive of All Applicable Taxes):

***** Payment will be made on actual tonnage collected and transfer to dumpsite.**

Note:

- Taxes include all Federal, Provincial, Local and Toll Fees etc. or any other taxes notified by the Concerned authorities.
- These values above in the table are estimated Tonnage quantities.
- Sales tax on services (PSTS) shall be part of the bid.
- All the applicable taxes shall be included in the bid price. Any Change in the taxes will be adjusted as per provisions of law accordingly.
- Evaluation shall be done at **Lowest Offered Price per ton.**
- Tender document has been read and accepted as a whole, each page of tender document must signed stamped.
- That offer letter is signed by the authorized personnel by writing their name, surname, CNIC, Designation in the offer letter.
- In case of Joint Venture, payment will be made on the name of the **Bank account of Joint Venture.**

HIRING OF CONTRACTORS FOR
SECONDARY WASTE COLLECTION AND
TRANSPORTATION TO DUMP SITE

Section IV. Scope of Services

LAHORE WASTE MANGEMENT COMPANY

SCOPE OF SERVICES-TORs

5.1 Introduction

Lahore Waste Management Company (LWMC) was established under section 42 of the Companies Ordinance 1984 (Now Companies Act 2017) in March 2010. Incorporation of LWMC was aimed to improve the Solid Waste Management (SWM) services in Lahore. Currently LWMC is in the process for hiring of services for waste collection and transportation from the following six (09) zones of Lahore city during transition period on urgent basis:

Zone Number	Name of Zone
1	Gulberg

5.2 Requirements of the Project

LWMC is intending to hire Contractors for collection of waste from nine zones of Lahore and transport waste to designated landfill/dumpsite. Waste collection involves routine collection of waste from containers/ waste storage sites / designated points and transferring it to either transfer station / collection points then for further transport to designated landfill site. Waste collection also involves clearance/ collection (at discretion of Client) of bulk waste including debris, mix waste, green waste and animal dung etc. and further disposal to landfill site using appropriate readily available machinery in market.

5.3 Estimated Quantities

Lahore has been divided into six (09) zones for outsourcing solid waste management services for better services / administrative control by LWMC. The waste generation¹ has been calculated for the following nine divided zones;

Zone Number	Name of Zone	Estimated Quantities of Waste for 2 months (tons) ²
1	Gulberg	24,164

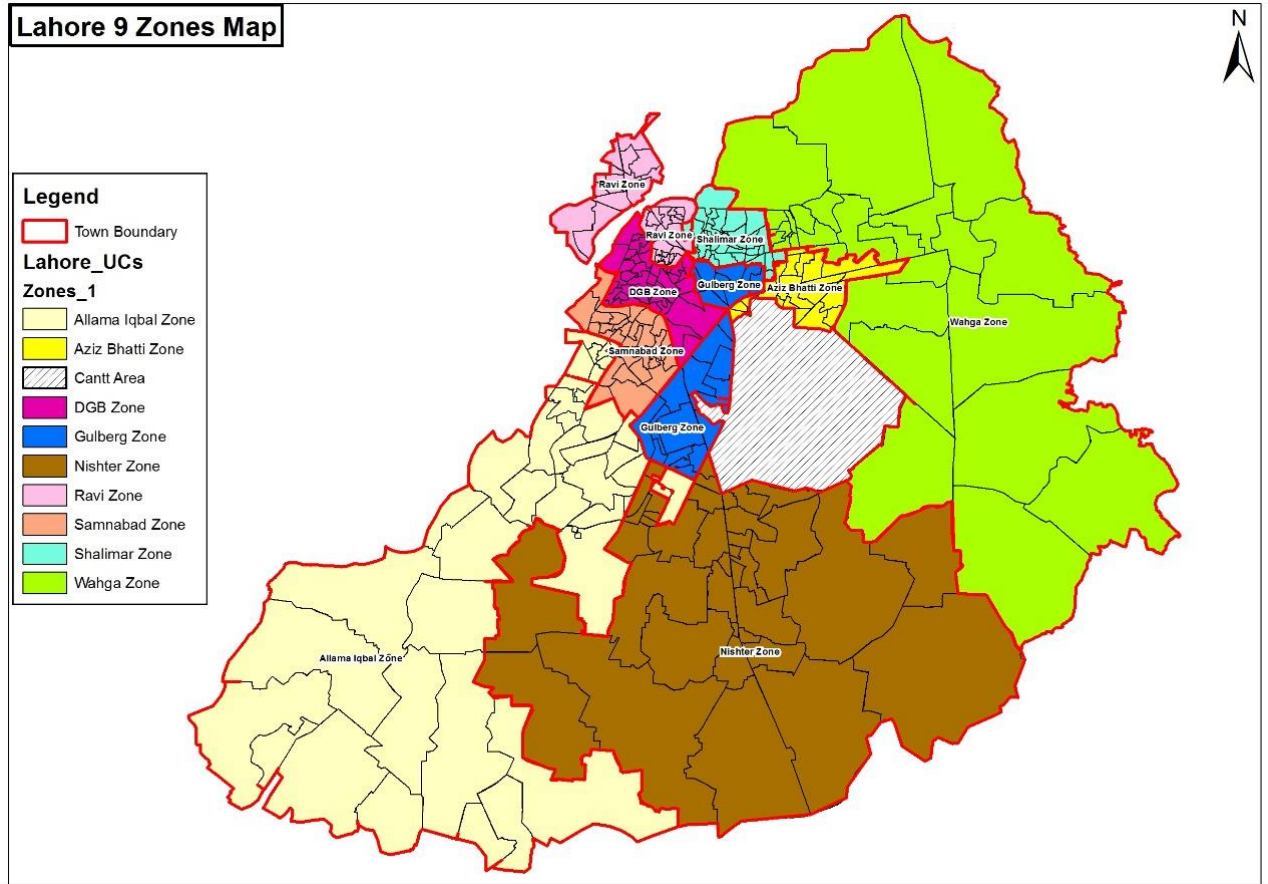
5.4 Map of SWM Zones of Lahore

For the said contract, Lahore is divided into 9 zones the map of which is given below;

¹ Population data is taken form census 2017.

Per capita waste generation rate is taken as 0.5 kg per day.

² Waste generation is considered half for Sundays.



b

Further, the zone wise detail of union councils is provided below:

Sr. No.	Name of Town/ Zone	*Sub-Zone LWMC	Union Council	Name of Union Council
1	Ravi	1	1	Begum Kot
2	Ravi	1	2	Yousaf Park
3	Ravi	1	3	Kot Kamboh
4	Ravi	1	4	Shams Abad
5	Ravi	1	5	Cha Cheemay
6	Ravi	1	6	Aziz Colony
7	Ravi	1	7	Lajpat Nagar
8	Ravi	1	8	Faisal Park
9	Ravi	1	9	Javed Park
10	Ravi	1	10	Qaiser Town
11	Ravi	1	11	Majeed Park
12	Ravi	1	12	Qazi Park
13	Ravi	1	13	Ravi Clifton Colony
14	Ravi	1	14	Ladhy Shah

15	Ravi	2	15	Kila Lachman Singh
16	Ravi	2	16	Auqaf Colony
17	Ravi	2	17	Farooq Gunj
18	Ravi	2	18	Hanif Park
19	Ravi	2	19	Siddique Pura
20	Ravi	2	20	Larex Colony
21	Ravi	2	21	Badar Colony
22	Ravi	2	22	Data Nagar
23	Ravi	2	23	Saddiqia Colony
24	Ravi	2	29	Usman Gunj
25	Ravi	2	30	Manzor Abad
26	Ravi	3	32	Mochi Gate
27	Ravi	3	33	Azam Market
28	Ravi	3	34	Shah Alam Market
29	Ravi	3	35	Rang Mehal
30	Ravi	3	36	Lohari Gate
31	Ravi	3	37	Bhati Gate
32	Ravi	3	38	Shahi Qila
33	Ravi	3	39	Sotar Mandi
34	Allama Iqbal	21	95	Dholanwal
35	Allama Iqbal	21	96	Block B sabzazar
36	Allama Iqbal	21	97	Sayd Pur
37	Allama Iqbal	21	98	Sabzazar
38	Allama Iqbal	21	101	Kot Kamboh Khurd
39	Allama Iqbal	21	102	Jhugian Nagra
40	Allama Iqbal	21	103	Sabzazar K Block
41	Allama Iqbal	21	105	Hassan Town Awan Town
42	Allama Iqbal	21	106	Mustafa Park Dubanpura
43	Allama Iqbal	21	109	Margazar colony
44	Allama Iqbal	21	112	Mustafa Town
45	Allama Iqbal	22	111	Hanjarwal

46	Allama Iqbal	22	110	Thokar Niaz Baigh
47	Allama Iqbal	22	113	Niaz Baigh Canal View
48	Allama Iqbal	22	114	Johar Town
49	Allama Iqbal	22	115	Johar Town PIA Society
50	Allama Iqbal	22	116	EME Society
51	Allama Iqbal	22	117	Shahpur
52	Allama Iqbal	22	220	Wafaqi Colony
53	Allama Iqbal	22	221	Johar Town E Block
54	Allama Iqbal	22	222	Ajodhia Pur
55	Allama Iqbal	22	232	Sector B-1 Township
56	Allama Iqbal	22	233	Sector 2 Township
57	Allama Iqbal	22	234	Sector 1 Township
58	Allama Iqbal	22	255	Sattu Katla
59	Allama Iqbal	22	257	Wapda Town
60	Allama Iqbal	22	256	Ali Raza Abad
61	Allama Iqbal	23	258	Chung Panj Garan
62	Allama Iqbal	23	259	Azmeer Town
63	Allama Iqbal	23	260	Maraka
64	Allama Iqbal	23	261	Mohlanwal
65	Allama Iqbal	23	273	Raiwand (Urban)
66	Allama Iqbal	23	272	Raiwind (Rural)
67	Allama Iqbal	23	262	Shamke Bhattian

68	Allama Iqbal	23	263	Manga
69	Allama Iqbal	23	264	Sultanke
70	Allama Iqbal	23	265	Manga Ottar
71	Allama Iqbal	23	266	Talab Sarai
72	Allama Iqbal	23	267	Manak
73	Allama Iqbal	23	268	Jodhu Dheer
74	Allama Iqbal	23	274	Babliyana Ottar
75	Nishtar	24	197	Dhulok
76	Nishtar	24	230	Sittara Colony
77	Nishtar	24	231	Pak Colony
78	Nishtar	24	242	Attari Saroba
79	Nishtar	24	249	Kamahan
80	Nishtar	24	254	Dev Khurd & Kalan
81	Nishtar	24	227	Bostan Colony
82	Nishtar	24	228	Chungi Amar Sidhu
83	Nishtar	24	229	Quaid-e-Millat Colony Chungi Amar Sidhu
84	Nishtar	24	243	Nashtar Colony Attari Saroba
85	Nishtar	25	235	Sector B-2 Township
86	Nishtar	25	236	Sector C-2 Green Town
87	Nishtar	25	237	Sector D-2 Green Town
88	Nishtar	25	238	Marriam Colony
89	Nishtar	25	239	Keer Kalan Green Town
90	Nishtar	25	240	Baghrian Dharam Chand
91	Nishtar	25	241	Chandrai Karim Park
92	Nishtar	25	251	Halloki
93	Nishtar	25	269	Bhobotian
94	Nishtar	25	270	Ariyan
95	Nishtar	25	271	Jia Bagga
96	Nishtar	27	195	Heir
97	Nishtar	27	245	Dullu Kalan & Khurd
98	Nishtar	27	250	Teh Punjo
99	Nishtar	27	244	Gajju Mata
100	Nishtar	27	246	Youhana Abad
101	Nishtar	27	247	Kahna Kohna
102	Nishtar	27	248	Shahzada
103	Nishtar	27	196	Jhaman
104	Nishtar	27	252	Pandoki

105	Nishtar	27	253	Saraich
106	Samanabad	18	75	Gulshan Ravi
107	Samanabad	18	76	New Chuburgi Park
108	Samanabad	18	77	Gulshan Ravi F Block
109	Samanabad	18	78	Gulshan Ravi A Block
110	Samanabad	18	79	Rustam Park
111	Samanabad	18	80	Gulgashat Colony
112	Samanabad	18	93	Shaheen Abad Shera Kot
113	Samanabad	18	94	Tariq Colony Sodiwal
114	Samanabad	18	99	New Shalamar Colony
115	Samanabad	18	100	Babu Sabu
116	Samanabad	18	104	Jafaria Colony
117	Samanabad	19	82	Islamia Park
118	Samanabad	19	83	Bahawalpur House
119	Samanabad	19	84	Pir Ghazi Road Ichhra
120	Samanabad	19	86	New Samanabad
121	Samanabad	19	88	Kahboh Colony
122	Samanabad	19	89	Nawan Kot Samanabad
123	Samanabad	19	90	Zubaida Park
124	Samanabad	19	91	Dungi Ground Samanabad
125	Samanabad	19	217	Clifton Colony Shah Kamal
126	Samanabad	20	85	Rehmanpura
127	Samanabad	20	87	Muhammad Pura
128	Samanabad	20	92	Union Park
129	Samanabad	20	107	Pakki Thatti Samanabad
130	Samanabad	20	212	Huma Block Iqbal Town
131	Samanabad	20	213	Kashmir Block Iqbal Town
132	Samanabad	20	214	Raza Block
133	Samanabad	20	215	Karim Block
134	Samanabad	20	216	Muslim Town
135	Samanabad	20	218	Jahanzaib Block
136	Samanabad	20	219	Neelam Block
137	Data Ganj Bakhsh	14	61	Purani Anarkali
138	Data Ganj Bakhsh	14	62	Beadan Road
139	Data Ganj Bakhsh	14	63	New Anarkali
140	Data Ganj Bakhsh	14	70	Sarai Sultan
141	Data Ganj Bakhsh	14	168	Gowal Mandi
142	Data Ganj Bakhsh	14	169	Nisbat Road Gowal Mandi
143	Data Ganj Bakhsh	14	170	Shah Abdul Mali

144	Data Ganj Bakhsh	14	171	Qila Gujjar Singh
145	Gulberg	14	185	Basti Syedan Shah
146	Data Ganj Bakhsh	15	48	Marzi Pura
147	Data Ganj Bakhsh	15	49	Kasoorpura
148	Data Ganj Bakhsh	15	50	Shafique abad
149	Data Ganj Bakhsh	15	51	Amin Park
150	Data Ganj Bakhsh	15	52	Nasir Park
151	Data Ganj Bakhsh	15	53	Karim Park
152	Data Ganj Bakhsh	15	54	Data Darbar Peer Makki
153	Data Ganj Bakhsh	15	55	Mian Shams-ud-Din Park
154	Data Ganj Bakhsh	15	56	Mian Munshi Park
155	Data Ganj Bakhsh	15	57	Toheed Park
156	Data Ganj Bakhsh	16	71	Shibli Town (Sanda Kalan)
157	Data Ganj Bakhsh	16	72	Usman Gunj
158	Data Ganj Bakhsh	16	58	Sanat Nagar
159	Data Ganj Bakhsh	16	59	Chuhan Park
160	Data Ganj Bakhsh	16	60	Outfall Road Chuhan Park
161	Data Ganj Bakhsh	16	64	Rewaz Garden
162	Data Ganj Bakhsh	16	65	Islampura
163	Data Ganj Bakhsh	16	66	Sandah
164	Data Ganj Bakhsh	16	74	Sanda Khurd
165	Data Ganj Bakhsh	16	67	Sadaqat Park
166	Data Ganj Bakhsh	16	73	Raj Garh
167	Data Ganj Bakhsh	17	68	Mozang
168	Data Ganj Bakhsh	17	69	Sir Ganga Ram
169	Data Ganj Bakhsh	17	81	G.O.R
170	Data Ganj Bakhsh	17	198	Shadman Colony

171	Data Ganj Bakhsh	17	199	Jamia Asharfia Shah Jamal
172	Shalimar	4	24	Bhagatpura
173	Ravi	4	25	Bhama Jhugian
174	Shalimar	4	26	Akram Park
175	Shalimar	4	27	Fazal Park
176	Shalimar	4	28	Jahangir Park
177	Shalimar	4	45	Chah Mirah
178	Shalimar	4	46	Katchopura
179	Shalimar	4	47	Wassan Pura
180	Shalimar	4	161	China Scheme Gujjarpura
181	Shalimar	4	162	Qamar Deen Park
182	Shalimar	5	31	Faiz Bagh
183	Shalimar	5	40	Husain Park
184	Shalimar	5	41	Makhan pura
185	Shalimar	5	42	Dhobi Ghat
186	Shalimar	5	43	Sultan pura
187	Shalimar	5	44	Misri Shah
188	Shalimar	5	126	Begumpura
189	Shalimar	5	127	Hazrat mukhdoon baha-ud-din shah
190	Shalimar	5	164	Rehmat Pura
191	Shalimar	5	165	Ghous Park Sarfaraz Colony
192	Shalimar	5	166	Shah Noor Park
193	Shalimar	5	167	Bilal Park
194	Shalimar	6	121	Crown Park
195	Shalimar	6	125	Baghbanpura
196	Shalimar	6	128	Hazrat Madhu Lal Hussain
197	Shalimar	6	129	Muhammad Din Colony
198	Shalimar	6	130	Madina Colony
199	Shalimar	6	153	Angori Bazar Scheme
200	Shalimar	6	154	Kotli Peer Abdul rehman
201	Shalimar	6	156	Sahowarri
202	Shalimar	6	163	Multani Colony
203	Gulberg	11	118	Signal Shop
204	Gulberg	11	119	Railway Colony
205	Gulberg	11	120	Dars Chotay Mian
206	Gulberg	11	122	Dars Baray Mian
207	Gulberg	11	123	Garhi Shahu
208	Gulberg	11	124	Barghanza Quarter
209	Gulberg	11	172	Bibi Pak Daman
210	Gulberg	11	173	Habibullah Road
211	Gulberg	12	200	Canal Park

212	Gulberg	12	201	Ghous Azam Colony Gulberg II
213	Gulberg	12	202	Gulberg III
214	Gulberg	12	203	FC College Kachi Abadi
215	Gulberg	12	204	Model Colony Gulberg
216	Gulberg	12	205	Makka Colony
217	Gulberg	12	206	Gopal Nagar
218	Gulberg	13	207	Model Town
219	Gulberg	13	208	New Garden Town
220	Gulberg	13	209	Model Town Extention
221	Gulberg	13	210	Faisal Town
222	Gulberg	13	211	Khota Pind
223	Gulberg	13	223	Q Block Model Town
224	Gulberg	13	224	Pindi Rajpotan
225	Gulberg	13	225	Liaqat Abad Kot Lakhpat
226	Gulberg	13	226	R Block Model Town Bahar Colony
227	Aziz Bhatti	8	140	Fateh Garh
228	Aziz Bhatti	8	141	Rasheed Pura
229	Aziz Bhatti	8	142	Nabi Pura
230	Wahga	8	143	Salamat Pura
231	Aziz Bhatti	8	145	Harbanspura
232	Aziz Bhatti	8	146	Panj Peer
233	Aziz Bhatti	8	152	Nawan Pind Harbanspura
234	Aziz Bhatti	8	155	Faisal Park
235	Aziz Bhatti	9	147	Razzaq Colony
236	Aziz Bhatti	9	148	Tajpura
237	Aziz Bhatti	9	149	Al Faisal Town
238	Aziz Bhatti	9	150	Rangers Head Quarters
239	Aziz Bhatti	9	151	Guldasht Colony
240	Aziz Bhatti	9	160	Nizam Abad Ghazi Abad
241	Aziz Bhatti	10	157	Gunj Mughalpura
242	Aziz Bhatti	10	158	Nabi Nagar Ghazi Abad
243	Aziz Bhatti	10	159	Ghazi Abad
244	Aziz Bhatti	10	184	Dry Port Mughalpura
245	Aziz Bhatti	10	186	Madni Muhallah Mustafabad
246	Aziz Bhatti	10	187	Mustafabad
247	Aziz Bhatti	10	188	Mian Meer
248	Wahga	7	131	Naseerabad
249	Wahga	7	132	Mehmood Booti
250	Wahga	7	133	Green Park
251	Wahga	7	134	Muslim Abad
252	Wahga	7	135	Sirajpura

253	Wahga	7	136	Darogawala
254	Wahga	7	137	Shadipura
255	Wahga	7	138	Momin Pura
256	Aziz Bhatti	7	139	Nishtar Town Darogawala
257	Wahga	7	144	Warra Sattrra
258	Wahga	26	108	Karol War
259	Wahga	26	174	Lakhodair
260	Wahga	26	175	Hando Gujjaran
261	Wahga	26	178	Manawan Ram Poor Jageer
262	Wahga	26	183	Khaira / Jallo
263	Wahga	26	189	Barki
264	Aziz Bhatti	26	192	Terra
265	Aziz Bhatti	26	193	Bangali
266	Wahga	26	194	Lidher
267	Wahga	26	176	Awan dhaiye wala
268	Wahga	26	177	Attoke Awan
269	Wahga	26	179	Bhaseen
270	Wahga	26	180	Minhala Kalan / Nathoki
271	Wahga	26	181	Wahga
272	Wahga	26	182	Dogra Kalan
273	Wahga	26	190	Hadiyara
274	Wahga	26	191	Gawaind

*Sub-zones are for the internal management/administrative control of the client.

Abbreviation:

ABT = Aziz Bhatti

WT= Wahga

NT = Nishtar

AIT = Allama Iqbal

SMD = Samanabad Town

DGBT = Data Ganj Bakhsh

ST = Shalamar Town

GT = Gulberg

RT = Ravi

Z = Zone

MINIMUM RESOURCE REQUIREMENT

TOWN	SECONDARY COLLECTION		Plot Clearance			
	(Min. Resources)		TROLLEYS	LOADERS	EXCAVATORS	
	DUMPERS	EXCAVATORS				Drivers
Gulberg Town	5	1	14	3	0	23
Total	5	1	14	3	0	23

TROLLEYS ARRIVAL/DEPARTURE REPORT

Date _____

Zone/s: _____

Town _____

Planned No. Of Trolleys: _____

Arrived No. of Trolleys: _____

Planned No. of Loaders: _____

Arrived No. of Loaders: _____

SN	Trolley Reg. No	Arrival Time	Departure Time	Idle Time	Total Operation Time	No. of Trips	Zone Operated

Remarks:

Town Manager Name: _____

Town Manager Sign: _____

Handwritten signature and initials

Handwritten mark

TORS FOR HIRING OF CONTRACTOR FOR PROVISION OF PRIMARY & SECONDARY COLLECTION RESOURCES I.E. LOADERS, DUMPERS, TROLLEYS, EXCAVATORS

PLOT CLEARANCE OPERATIONS:

1. Minimum numbers of Tractor trolleys and Tractor Loaders/ excavators will be provided by concerned contractor town wise as per schedule issued by LWMC.
2. Town Manager Operations of each town will coordinate with the contractor for the deployment of the said machinery and per field situation.
3. Contractor concerned will be responsible to engage resources in field as per instruction of the manager concerned.
4. Each manager will be responsible for the utilization of said resources for 10 hours/ day.
5. Tracking devices will be installed at said machinery and cost will be borne by the contractor.
6. Working in the field will be monitoring via VTMS by videowall.
7. Collected waste via trolleys will be unloaded at TCP of the concerned town. Performa will be issued by concern Zonal Officer and Assistant/ Deputy Manager as per Transfer Stations SOPs.
8. All trolleys shall be covered with tarpaulin.
9. Transfer Station Team will physically verify the trips made by each trolleys at TCPs.
10. Town Manager shall submit the attached performa to evaluate the working of the trolleys/ loaders and excavators and which shall be submitted to note actual work done by the machinery subsequently, deduction shall be made accordingly.

SECONDARY COLLECTION:

1. Each contractors shall be responsible to ensure resources as per the plan given by client which will be considered as minimum numbers of resources. The contractor may also engage more resources as per his own will.
2. Each contractors shall ensure that at the end of the day by 7:00 PM, all collection point shall be with zero waste.
3. The contractor shall ensure that all dumpers shall be covered with tarpaulin and no littering on the roads shall be accepted during haulage to dumpsite.
4. The contractors shall ensure that all collection points will be fenced from all sides.
5. The Contractor will ensure installation of VTMS and RFID in all vehicles before executing the work. Otherwise the work done will not be accepted. Cost of VTMS and RFID will be born by the contractor.
6. If contractor hired any vehicle (on rental basis if not owned by the contractor) which will be registered once with contractor name, will not be allowed to work with any other contractor of the same assignment during the assignment period.
7. The vehicle used for LWMC assignment, will not be allowed to work on another assignment by the contractor.
8. The contractors shall adhere to the *Standard Operating Procedures (SOPs)* attached herewith.
9. The invoice processing mechanism will be defined by LWMC and contractor will follow that mechanism.

D.
J.M. ———
CIM ops

**STANDARD OPERATING PROCEDURES (SOPs) FOR TRANSFER STATIONS/
TEMPORARY WASTE COLLECTION POINTS**

The Standard Operating Procedure for Transfer Stations/ temporary waste collection points is divided in to the following Parts for compliance;

1. Basic Definitions
2. Transfer Stations/ temporary waste collection points Location, layout and allied arrangements
3. Transfer Stations/ temporary waste collection - Operations & Deductions

The details of each sector is given below;

1. Basic Definitions:

The definition regarding Transfer Stations operations is given as under chronologically;

Sr. No.	Subject	Definition
i.	Transfer Station / temporary waste collection point	Transfer Station means designated area at which the Solid Waste is brought by LWMC vehicles i.e. Compactors, Arm Roll, mini dumpers/ pickups and contractor (s) trolleys to unload it temporarily and to load all accumulated waste to the larger vehicles i.e. dumpers for hauling waste to landfill site dump site.
ii.	Solid Waste	<ol style="list-style-type: none"> 1. Waste received via compactor vehicles and arm roll vehicles. 2. Waste received via mini dumpers / pickups. 3. Waste received via tractor trolleys. <p><i>* No vehicles other than said vehicles will be entertained at TCPs.</i> <i>* If due to operational emergency if dumpers required to empty at TCPs than special permission with justification will be provided by concerned Sr. Manager Ops after approval of HoD.</i> <i>* Trips by each vehicle entering at TCPs will be record by the TCP team with in & out time.</i> <i>* Waste type other than MSW, if Mix/Animal/C&D lifted by the LWMC vehicles and dumped at TCP, contractor will lift with permission of concern Area Manager (Town Manager) verified on performa.</i></p>
iii.	Form-I	Form-I means a Form on which Zonal officer and Assistant Manager Operations shall allow lifting of Waste via trolleys from plot clearance/ designed points and vehicles entering to Transfer Stations.
iv.	Form-II	Form-II means a Form which will be used to enter observations of waste carrying vehicles entering into the Transfer Stations/ collection point.
v.	Form-III	Form-III means a Form which shall be issued by Supervisor of Transfer Station of LWMC to the dumpers of contractor to haul

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	waste from transfer stations to landfill/ designated sites/weighbridge.
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2. Transfer Stations/ temporary waste collection points Location, Layout and Arrangements:

The SOPs regarding location, layout and arrangements of Transfer Station is given as under;

Sr. No.	Subject	Detail	Responsibility
i.	Location	The location of the Transfer Station / TCPs should be at reasonable distance from residential settlement. The location of the transfer station shall be identified by the contractor whereas, it shall be approved by the Client. The contractor shall not dump waste other than approved area.	Contractor
ii.	Layout/Fencing	The Transfer Stations/ collection points shall be fenced with curtain to isolate the collection point from surroundings. The height of fencing sheet around the allocated area shall not be less than 10 feet from all sides excluding entrance.	Contractor
iii.	Misc. Arrangements	Special Monitoring staff shall be deployed at Transfer Stations in shifts. Similarly, the contractor shall ensure supervisor at his end at each transfer station in all working shifts. In this regard, for sitting for monitoring staff, mobile container along with tables / chairs shall be placed along with allied arrangements.	Contractor
iv.	Light Arrangements	Special lights shall be ensured at night to enlighten the area where waste shall be unloaded if contractor fails to ensure zero waste at 7 pm.	Contractor
v.	Issuance of Forms Booklets	Shall be issued by the client to its officers/ authorized persons.	Client
vi.	Tarpaulin Cover	Each waste carrying vehicle (in case of open vehicle) moving from source/ point of loading to Transfer Station or entering to Transfer Station or hauling from Transfer Station to dump site (having waste) must be covered with Tarpaulin	Contractor

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			completely in such a way that no waste be seen uncovered from all angles.	
vii.	Timely Lifting	Waste	All waste shall be lifted from all Transfer stations till 07:00 PM on regular basis – possible effort will be ensured by the contractor. The waste transportation at designated disposal site must be reached till 9Pm. After that waste delivered without approval of HOD will not be considered for payment.	Contractor

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Transfer Stations Operations & Deductions:

The detailed SOPs regarding Operations & deductions is given as under;

Sr. No.	Subject	Detail	Responsibility
i.	Waste unloading through Trolleys	<ul style="list-style-type: none"> Each trolley having solid waste must have Form-I before entering into the Transfer Station. In this regard, concerned area Zonal officer and Assistant Manager Ops. shall issue Form-I to the contractor. In case of non-compliance, work done will not be accepted. 	Contractor - Client
ii.	Hauling Waste from Transfer Station to Dump Site or landfill Site	The Client shall issue Form-III to the consignment of the contractor to haul waste through Dumpers from Transfer Station to the designated Dumpsite. No waste carrying dumpers/vehicle hauling from transfer stations shall be allowed to be weighed at weighbridge of Landfill site/ dump site in case of non-provision of Form-III.	Contractor - Client
iii.	Water Flushing	<ul style="list-style-type: none"> If the supervisor observe that water is flushing from the waste carrying vehicle ready to dispatch for landfill site then he may retain it for 30 mins and shall note the start time and end time of retention on Form-III. In such cases, weighbridge team at landfill shall retain the vehicles for 30 minutes and shall permit for execution after 30 minutes. If it is raining at transfer station during loading of the waste then the vehicle shall not be retained for 30 mins and shall be released with the issuance of Form-III immediately after waste is loaded. In such cases the authorized person shall put remarks on Form-III that the vehicle is not retained due to rain. 	Contractor
iv.	Form-I	Form-I booklet (from source to Transfer Stations): <ul style="list-style-type: none"> ✓ 1st Page (Original): Transfer Station Team 	Client

		✓ 2nd Page (Copy): Video wall	
v.	Form-II	Form-II booklet (For noting observation at Transfer Station) shall have only 02 Page i.e. Original for Transfer Station Record & Copy to video wall	Client
vi.	Form-III	Form-III booklet (from Transfer Stations to weighbridge/ landfill): ✓ 1st Page (Original): Weighbridge ✓ 2nd Page (Copy): Video wall ✓ 3rd Page (Copy): Contractor ✓ 4th Page (Copy): Transfer Station Team	Client
vii.	Form Book Use	Forms book will be dedicated to specific TCTs/PCPs and will not be used at any other point.	Client

- All the SOPs will be monitored by the client. Tracking system i.e. RFID and VTMS on all fleet of the contractor is compulsory and cost will be borne by the contractor.
- In case of Not Responding (NR) tracking system i.e. VTMS, contractor will ensure the correction within 08 hours otherwise work performed by said vehicle will be considered for deduction.
- Contractor will operate at designated transfer station/ TCPs and in case of new transfer station/ TCP will be selected (in consent of the client) the cost will be borne by the contractor.
- If TCPs/ PCPs is changed due to un-avoided circumstances than TCP can be relocated by the contractor and cost will be borne by the contractor (s).
- All types of the rent and related arrangements will be the responsibility of the contractor concerned.
- Client has the right to deduct the work done/ tonnage lifted by contractor if seems contrary to the SOPs and any complaint of the stakeholder.

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Lahore Waste Management Company
4th Floor, Shaheen Complex, Egerton Road, Lahore.

Form-II
(Note book for Supervisor)
Book No. _____
Transfer Station: _____

Page No. _____

Sr. No.	Date	Time	Vehicle No.	Type of Vehicle	Form-I No.	Remarks

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Signature of Supervisor Transfer Station: _____ Date: _____

Authenticating Signatures of Manager Transfer Stations: _____ Date: _____

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Lahore Waste Management Company
4th Floor, Shaheen Complex, Egerton Road, Lahore.

Form-I
(Hauling to Transfer Station)

Date: _____ Book No.: _____ Sr. No.: _____

UC	Zone	Waste Location	Loading	Vehicle No.	Time of activity

Remarks Or Complaint No./Source _____

Zonal Monitoring Officer. _____

Assistant Manager/Dy. Manager Ops LWMC.: _____

9 M ops

[Handwritten signature]

Lahore Waste Management Company
4th Floor, Shaheen Complex, Egerton Road, Lahore.

Form-III
(Hauling From Transfer Station to Weighbridge)

Date: _____ Book No.: _____ Sr. No.: _____

Zone	Name of Transfer Station	Vehicle No.	Vehicle Type	Time of activity

Remarks: _____

Supervisor (LWMC): _____

Supervisor/ rep of Contractor: _____

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Part II – Conditions of Contract and Forms

DRAFT CONTRACT

HIRING OF CONTRACTORS FOR SECONDARY WASTE COLLECTION INCLUDING PLOT CLEARANCE AND TRANSPORTATION TO DUMP SITE

Contents

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Service Provider, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.

Letter of Acceptance

Form of Contract

[Stamp paper]

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency and related parties]* (hereinafter called the “Procuring agency” or the “Client”, which expression shall where the context so requires or permits include its successors and permitted assigns) on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider” or the “Contractor”, which expression shall where the context so requires or permits include its successors and permitted assigns).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring agency”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring agency for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) The Procuring Agency is a company incorporated under the laws of Pakistan to develop and manage an integrated Solid Waste Management System in the city of Lahore and also aims to improve the Solid Waste Management services by encouraging private sector participation.
- (b) The Service Provider is desirous to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”) to the Procuring Agency and submitted its proposal/bid on _____, which has been deemed successful for awarding this Contract;
- (c) the Service Provider, having represented to the Procuring agency that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) The Letter of Acceptance;
- (b) The Special Conditions of Contract;
- (c) The General Conditions of Contract;
- (d) The Scope of Services;
- (e) Annexures; and

- (f) The Service Provider’s Proposal.
- 2. The mutual rights and obligations of the Procuring agency and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Procuring agency shall make payments, if any, to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Procuring Agency]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

[Name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Section A: General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Arbitrator is the person appointed jointly by the Procuring agency and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 7.2 hereunder.
- b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- e) “Procuring agency” means the party who employs the Service Provider
- f) “Foreign Currency” means any currency other than the currency of the country of the Procuring agency;
- g) “GCC” means these General Conditions of Contract;
- h) “Government” means the Government of the Punjab;
- i) “Local Currency” means Pak Rupee (PKR);
- j) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the Special Conditions to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Procuring agency under this Contract;
- k) “Party” means the Procuring agency or the Service Provider, as the case may be, and “Parties” means both of them;

- l) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- m) “Service Provider” is a person or corporate body whose Proposal to provide the Services has been accepted by the Procuring agency;
- n) “Service Provider’s Proposal” means the completed Proposal document submitted by the Service Provider to the Procuring agency
- o) “SCC” means the Special Conditions of Contract by which the GCC may be amended, deleted, modified or supplemented;
- p) “Specifications” means the specifications of the service included in the Bid/Proposal document submitted by the Service Provider to the Procuring agency
- q) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Section C – Scope of services, Proposal document and attached Annexure “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location The Services shall be performed at such locations as are specified in Section C – Scope of services and/or Appendix D, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Procuring agency may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the

Procuring agency or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the Procuring Agency

The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required.

1.8 Taxes and Duties

All the applicable taxes shall be included in the bid price. Any decrease in the taxes will be adjusted as per provisions of law accordingly.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

**2.2.1 Starting Date/
Effective Date of Commencement**

The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Time Schedule of Services

The time schedule of Services is **specified in the SCC**.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has

taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Procuring agency

The Procuring agency may terminate this Contract, in whole or in part, by not less than fifteen (15) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1 and a thirty (30) days written notice of termination, in whole or in part, to the Service Provider in case of termination under paragraph (e) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Procuring agency may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less forty-five (45) days; or
- (d) if the Service Provider, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this sub-clause, the terms set forth constitute corrupt or fraudulent activity:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, service provider or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads,

or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

- iii. “collusive practices” is an arrangement among service providers (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
 - iv. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
 - v. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.
- (e) The Procuring Agency may terminate this Contract without specifying any reason whatsoever.

**2.6.2 By the
Service
Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Procuring agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Procuring agency fails to pay any monies due to the Service Provider within agreed timeline pursuant to this Contract, and not subject to dispute pursuant to Clause 7, the Service Provider shall issue first notice that such payment is overdue. After forty-five (45) days of giving written first-notice, if the procuring agency still fails to pay, service provider shall issue second written notice. After fifteen days(15) of no response on second notice, service provider may give thirty (30) days termination notice; or

- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Payment

If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Clause 6 the Service Provider may issue a notice as per sub-clause 2.6.2.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and Scope, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring agency, and shall at all times support and safeguard the Procuring agency's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation or ancillary services thereof) for any project resulting from or closely related to the Services.

- 3.2.3 Prohibition of Conflicting Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
 - (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to service provider to perform any activity under this Contract;
 - (c) After the termination of this Contract, such other activities as may be **specified in the SCC**.
- 3.3 Confidentiality** The Service Provider, it's Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring agency's business or operations without the prior written consent of the Procuring agency.
- 3.4 Indemnification of Loss** Contractor is fully responsible and indemnify complete loss which is caused by negligence on part of the contractor or its employees/assets.
- 3.5 Service Provider's Actions Requiring Procuring agency's Prior Approval** The Service Provider shall obtain the Procuring agency's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) Any other action that may be **specified in the SCC**.
- 3.6 Reporting Obligations** The Service Provider shall submit to the Procuring agency the reports and documents, if any, specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.
- 3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring agency** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring agency, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring agency, together with a detailed inventory thereof. The Service Provider may retain a copy

of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Procuring agency at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring agency may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Overpayment If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring agency shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on that sum, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.

3.8.3 Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Procuring agency's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring agency no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

4. Service Provider's Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel, if any, are described in Scope of services.

4.2 Removal and/or Replacement of Personnel (a) If the Procuring agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable

cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall forthwith or as specified in the SCC, at the Procuring agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring agency.

- (b) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Procuring Agency

- 5.1 Assistance and Exemptions** The Procuring agency shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.
- 5.2 Change in the Applicable Law** No price adjustment will be allowed in this contract except taxes as provided in clause 1.8 of the General Conditions of Contract and 13.3 & 18.3 of instructions to Bidders.
- 5.3 Services and Facilities** The Procuring agency shall make available to the Service Provider the Services and Facilities, if any, listed under Section – C, Scope of Services.

6. Payments to the Service Provider

- 6.1 Payment/ Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be paid on monthly basis including Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Section C and scope of services of Bid/Proposal document.
- 6.2 Contract Price** (a) The price payable in Pak Rupees (PKR) is set **forth in SCC**.

7. Settlement of Disputes

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation through dispute resolution committee headed by one member from the client and one member from the contractor.

**7.2 Dispute
Settlement**

7.2.1 Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Lahore as given in Special Conditions.

8. Warranties and Representations**8.1 Service
Provider's
Warranties and
Representations**

8.1.1 The Service Provider warrants and represents that it has submitted Performance Security as stipulated hereunder this Contract.

8.1.2 The Service Provider represents and warrants that it has the legal right and capacity to enter into this Contract and the execution and delivery of this Contract has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Contract or to consummate the transactions contemplated hereby.

8.1.3 The Service Provider is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the request for proposal.

8.1.4 The Service Provider warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Contract.

8.1.5 The Service Provider warrants and represents that it is in the business of providing the Services.

8.1.6 The Service Provider warrants and represents that the Services provided pursuant to this Contract shall be of good quality.

8.1.7 The execution and performance of this Contract does not constitute a violation of any applicable laws of Pakistan and/or any contract/agreement/understandings to which any or each of the said Parties are bound by.

8.1.8 The Service Provider warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Contract.

8.1.9 The Service Provider warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Contract or the transaction contemplated hereby.

8.1.10 The Service Provider warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of the Client and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in engagements of similar scope, complexity and duration.

8.1.11 The Contract and all documents to be executed by the Service Provider and to be delivered to the Client are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of the Service Provider.

8.1.12 The Service Provider warrants and represents that no Conflict of Interest exists in carrying out its obligation stipulated in this Contract.

8.1.13 The Service Provider warrants and represents that it shall provide professional, objective and impartial advice and at all-time hold the Client's interests paramount, strictly avoid conflicts with other assignments or its own corporate interests and act without any consideration of future work.

8.2 Procuring Agency's Warranties and Representations

8.2.1 The Contract and all documents executed or to be executed by the Procuring Agency and to be delivered to the Service Provider in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of the Procuring Agency and enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which the Procuring Agency is a party or to which the Procuring Agency is subject.

9. Liabilities of the Procuring Agency

9.1 Liability of the Procuring Agency

9.1.1 The Procuring Agency's liability under this Contract shall be as provided in the SCC.

10. Miscellaneous

10.1 Severability

In the event that any provision of this Contract shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Contract either void or unenforceable, and all other provisions shall remain in full force and effect unless the

provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

10.2 Waiver

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

Section B. Special Conditions of Contract

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.1	The contract name is: <u>HIRING OF CONTRACTORS FOR SECONDARY WASTE COLLECTION INCLUDING PLOT CLEARANCE AND TRANSPORTATION TO DUMP SITE</u>
1.1	The Procuring agency is: <u>Lahore Waste Management Company</u>
1.2	The Applicable Law is: <u>Laws of Islamic Republic of Pakistan</u>
1.3	The language is: <u>English</u>
1.4	The addresses are: Procuring agency: <i>Lahore Waste Management Company</i> <i>4th Floor Shaheen Complex, Lahore</i> Attention: <u>General Manager P&C</u> Service Provider: _____ Attention: _____ Tel: _____ Email: _____ Failure of a Party to timely and promptly communicate a change in its address shall not affect a communication duly given or made in accordance with Clause GCC 1.4.
1.6	The Authorized Representatives are: For the Procuring agency: <u>The Chief Executive Officer, LWMC or his nominee</u> For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is _____.
2.2.1	The Starting Date for the commencement of Services is _____.

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
	The Parties agree that the Time is of the essence in this Contract and, whenever a date or time is set forth in this Contract, the same has entered into and formed a part of the consideration for this Contract.
2.3	The contract for Primary & Secondary Waste Collection will be valid for 02 Months from the Commencement of Services, extendable at the same terms and conditions, with the mutual consent of the parties.
2.5	The ongoing pandemic i.e. CoVID-19 or Corona Virus, or public holiday or Strikes shall not be considered as Force Majeure events for the purposes of this Contract.
3.1	<p>In providing the Services and/or related services the Service Provider shall, at all time, observe and comply with all the guidelines and policies of the Procuring Agency communicated to the Service Provider from time to time.</p> <p>The Service Provider shall also ensure that it has obtained any and all permissions required to provide the Services.</p> <p>The Service Provider shall ensure that it carries the repair and/or maintenance services as the case may be, in an expeditious manner and to the complete satisfaction of the Procuring Agency.</p>
3.2.2	Not Applicable
3.3	<p>Any Party may, however, disclose such information to the extent that it:</p> <ul style="list-style-type: none"> a) Is or becomes public other than through a breach of this Contract; b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information; c) Was known to the recipient at the time of disclosure or is thereafter created independently; d) Is disclosed as necessary to enforce the recipient's rights under this Contract; or e) Must be disclosed under applicable law, legal process or professional regulations.
3.4	<p>The Service Provider shall be fully liable for the obligations arising out of or in connection with this Contract.</p> <p>Notwithstanding anything contained in this Contract, the Service Provider shall defend, indemnify and hold safe and harmless the Client and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third</p>

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
	<p>parties (including employees of the Service Provider, its subcontractors and government agencies), arising from or relating to this Contract (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Contract or violation of law by the Service Provider or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of the Client. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.</p>
3.5	<p>The Service Provider shall not assign, transfer or in any other way alienate any of its rights or obligations under this Contract whether in whole or in part without the prior written consent of the Procuring Agency.</p>
3.7	<p>Not Applicable</p>
3.8	<p>Not Applicable. However, Penalties will be imposed as per Penalty/Deduction mechanism specified in scope of services.</p>
3.9	<p>10% of Contract Price and in the form of Bank Guarantee. Bank Guarantee shall be an irrevocable, unconditional and on-demand Bank Guarantee and the same shall be issued by a Bank acceptable to the Procuring Agency.</p> <p>The Performance Security may be forfeited or encashed by the Procuring Agency if the Service Provider fails to adequately or satisfactorily provide the Services or any part thereof within the timelines provided in this Contract without recourse to any dispute resolution mechanism as provided herein.</p> <p>The Procuring Agency shall release or return the Performance Security at the written request of the Service Provider upon successful and satisfactory completion of the Services and the expiry of the validity period of the Performance Security, whichever is later.</p>
4.2 (a)	<p>The Procuring Agency shall be the sole judge of the reasonability of the causes or grounds for removal and/or replacement of Personnel.</p> <p>In case of a removal and/or replacement the Service Provider shall ensure that the Personnel(s) is replaced in accordance with the provisions of the Contract within [●] days of the written request of replacement made by the Procuring Agency. In case of delay in providing a replacement, the Service Provider shall promptly and in writing inform the Procuring Agency of the reasons for such delay and the additional time period required for a replacement.</p>

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
	Unless stated otherwise, in writing, by the Procuring Agency, the Service Provider's failure to comply with the stipulated timeline for replacement shall be a breach of its obligations under this Contract and the Service Provider shall be liable for the same in accordance with the provisions of this Contract.
6, 6.2(a)	The amount in Pak Rupees is: <u>The said amount is inclusive of all applicable taxes.</u>
6.1	Payment shall be made through a cross cheque within 30 days of receipt of the approved invoice and the relevant documents strictly in accordance with Appendix A of this Contract. In case of JV, all partners must submit an undertaking regarding the name of a partner who may be authorized for the receipt of payment against the deliverables.
7.1	The Parties shall amicably settle the matter within thirty (30) days from the date of receipt of notice of dispute by either Party, as the case may be.
7.2	Venue of arbitration is Lahore and the Parties agree to submit to the exclusive jurisdiction of the courts in Lahore.
9.1	(a) Except for a breach of this Contract, in no event shall the Procuring Agency be liable to the Service Provider for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Service Provider received advance notice of the possibility of such damages. (b) The Service Provider shall have no claim against the Procuring Agency for any liability whatsoever unless expressly provided in this Contract. In this regard, the Procuring Agency's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of the Procuring Agency shall not exceed value of the Contract for any and all claims and losses.

Section C: Scope of Services

{Same as described in detail in “Section IV. Scope of Services” of the Bid/Proposal document}

Part III – Appendices

Appendix A — Schedule of Payment and Reporting Requirement

Appendix B — Breakdown of Contract Price/Price Schedule

Appendix C — Performance Security

Appendix A — Schedule of Payments & Reporting Requirements

Lahore Waste Management Company shall make payments to firm on monthly basis by cross check within thirty (30) days after receipt of approved invoice and relevant supporting documents approved by LWMC in the following manner.

- i) Commercial Invoice and PRA invoice
- ii) Acceptance Letter/Copy of Contract
- iii) Acceptance Certificate verified by Departmental Head

NOTE: LWMC shall not be assumed responsible for any delayed payment due to firm fault.

Appendix B:

B- Breakdown of Contract Price/Price Schedule

(As mentioned in FIN-2)

Appendix C - Performance Security

(Performance Security to be furnished by the Service provider in the amount specified in Data sheet /SCC in the form of Bank Guarantee)

(As provided in TECH Form -6)