

# **BIDDING DOCUMENT**

**FOR**

**HIRING OF VEHICLE TRACKING & MANAGEMENT SYSTEM  
SERVICES FOR LWMC (FOR THE PERIOD OF ONE YEAR,  
EXTENDABLE TO ANOTHER TWO YEARS)**

**LAHORE WASTE MANAGEMENT COMPANY**

(Single Stage Two Envelope Procedure)

**Note:** Bidders shall fill the prices in the price schedule of this bidding document and shall submit the original bidding document in the financial bid. However, copy of the bidding document without price schedule will be submitted in the technical bid. Each page of the bidding document must be signed and stamped by the authorized person of the bidder.

**September, 2024**

## **Preface**

This template for Standard Bidding Documents (SBDs) (Non-Consultancy Services) has been formulated in accordance with Punjab Procurement Regulatory Authority Act, 2009 (PPRA Act-09) and Punjab Procurement Rules 2014 (PPR-14). It has been seriously taken care of that all the basic guidelines/principles/requirements for the preparation of SBDs should be included in this template in order to facilitate the procuring agencies of Punjab. The principle of “Value for money” remained the guiding spirit and ultimate object of our endeavor.

All the procuring agencies may use/seek guidance from this template for the preparation and finalization of SBDs (of a specific procurement) which may also include other details, as per requirement of the procuring agencies, as far as they are not inconsistent with Punjab Procurement Regulatory Authority Act, 2009 (PPRA Act-09) and Punjab Procurement Rules, 2014 as amended up to-date (PPR-14). In case of any conflict between provision of this document and the law/ Rules, the later shall prevail.

This SBD has been prepared by PPRA internally, endeavored to make it a reality in a very short span of time.

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**SECTION-I:****INVITATION TO BID****FOR****HIRING OF VEHICLE TRACKING & MANAGEMENT SYSTEM SERVICES FOR  
LWMC (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER TWO  
YEARS)**

The Lahore Waste Management Company (LWMC) invites sealed bids from eligible (as per Bidding Document) Bidders / Service Providers for “HIRING OF VEHICLE TRACKING & MANAGEMENT SYSTEM SERVICES FOR LWMC (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER TWO YEARS)”. Joint Venture / Consortium and Sub-Contracting is not allowed. Bidding process will be conducted online through E-Pak Acquisition and Disposal System (EPADS).

Bidding Documents are immediately available after publication of advertisement on LWMC, PPRA and EPADS website. Bidding Document, may be obtained (free of cost) by downloading directly from LWMC website ([www.lwmc.com.pk](http://www.lwmc.com.pk)), PPRA website ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) & EPADS website ([punjab.eprocure.gov.pk](http://punjab.eprocure.gov.pk)) free of cost or printed hard copy of the bidding document may be purchased from LWMC Head Office by producing application and depositing the tender fee of **Rs.5,000/-** in the LWMC Bank Account No.3531-1 (6580003820300018), Liberty Branch, Bank of Punjab, Lahore and attaching proof thereof. A Pre-Bid meeting will be held on **September 24, 2024** at **1100 hours** in the office of the undersigned. Detail of Estimated Price along with required Bid Security is as under;

<b>Annual Estimated Price (As per TORs)</b>	<b>Bid Security Amount</b>
VTMS Services: PKR 46.8 Million	2% of Estimated Price

National Competitive Bidding shall be conducted through **Single Stage-Two Envelope** bidding procedure with Least Cost method as stipulated in PPRA Rules 2014, as amended from time to time. Bids duly completed, signed, stamped and in complete conformity with the Bidding Document must be submitted online on E-Pak Acquisition and Disposal System (EPADS) website (i.e. [punjab.eprocure.gov.pk](http://punjab.eprocure.gov.pk)) as well as hard copy of the same at LWMC Head Office till **1100 Hours** on or before **October 02, 2024** till **1100 hours**. However opening of Technical Bids will be conducted on EPADS on the same day at **1130 hours** in the presence of the prospective bidders or their representatives who choose to be present. Bids submission on EPADS portal shall entirely be the responsibility of the Applicant. LWMC reserve the right to reject all bids and to annul the bidding process as per PPRA Rule 35 (1).

**General Manager (P & C)**

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## **SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)**

### **2.1. Introduction**

- 2.1.1 Scope of Bid**
- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for **HIRING OF VEHICLE TRACKING & MANAGEMENT SYSTEM SERVICES FOR LWMC (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER TWO YEARS)** as specified in the Section-III, Section- IV Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidder will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds**
- i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds / a portion of this budget to make eligible payments under the contract for which the Invitation to Bid has been issued.
- 2.1.3 Eligible Bidders**
- i) The Invitation to Bid is open to all Bidders / Service Providers who meet the Mandatory and Evaluation Criteria as specified in BDS.
  - ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be hired under this Invitation to Bid.
  - iii) Government-owned enterprises may participate only if they are duly / legally authorized in this regard by the respective / relevant competent forum / authority.
  - iv) Bidders shall not be under a declaration of blacklisting by any Government Department / other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA).
  - v) In the case of a joint venture, consortium, or association (Not allowed in this tender) all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding

process, and in case of award of contract, during the execution of contract.

- vi) The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
- vii) Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested.
- viii) Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- ix) The Invitation to Bid is open to all prospective bidder / service provider subject to any provisions or licensing / regulatory requirements issued by the respective national / provincial professional statutory body established for that particular trade or business.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
  - b) Have controlling shareholders in common; or
  - c) Have the authorized legal representative for purposes of this Bid; or
  - d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or



- e) Submit more than one Bid in this Bidding process, however, this does not limit the participation of sub Service Providers in more than one Bid.
- xi) A Bidder may be ineligible if;
  - (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
  - (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
  - (c) Legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
  - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
  - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
  - (g) The Bidder is blacklisted / debarred by any international organization.
- xii) Bidders shall provide evidence to the Procuring Agency of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting

of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

**2.1.4. Cost of Bidding**

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process-

**2.1.5. One person one bid**

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-Service Provider while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-Service Provider in any Bid, shall not submit bid for the same.
- iv) Each Bidder shall submit only one bid, either individually or as a partner in a joint venture. A bidder / Service provider who submits or participates in more than one bids (in case of alternatives that have been permitted or requested) will cause all the bids with the Bidders / Service provider’s participation to be disqualified

**2.1.6. Work Plan / Deputation Plan**

- i) The Bidder shall be responsible for the provision of bids as per work plan / deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.
- ii) 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

## **2.2. The Bidding Documents**

**2.2.1. Content of Bidding Documents**

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents, inter alia, include:
  - (a) Invitation to Bid

- (b) Instructions to Bidders (ITB)
  - (c) Terms of Reference / TORs (Scope of Services)
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Special Conditions of Contract (SCC)
  - (g) Schedule of Requirements
  - (h) Bid Form
  - (i) Bidder Profile Form
  - (j) General Information Form
  - (k) Affidavit
  - (l) Bid Security Form
  - (m) Technical Bid Form
  - (n) Draft Contract
  - (o) Financial Bid Form / Price Schedule
  - (p) Performance Guarantee Form
  - (q) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding Documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
  - iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
  - iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

**2.2.2. Clarification  
of Bidding  
Documents**

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the Pre-Bid meeting, if applicable as required, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by

the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

### **2.2.3. Amendment of Bidding Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.
- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## **2.3. Preparation of Bids**

### **2.3.1. Language of Bid**

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

### **2.3.2. Bid Form**

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding

Documents, indicating the services identified in invitation to bid to be provided.

### **2.3.3. Bid Prices**

- i) The Bidder shall indicate on form 8.9 the Unit Prices and Total Bid Price of the Goods / Services it proposes to deploy under the contract and services specified in Section III. Bidder shall quote rate for complete Price Bid Schedule, partially / conditionally filled Price Schedule will not be acceptable and will lead to Non-Responsiveness of the Bidder for the entire Bid.
- ii) Prices indicated in the Price Schedule shall be evaluated on the basis of **Total Bid Price** wise and contract will be awarded to the lowest evaluated / least cost bidder.
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.4 (i) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- v) All the applicable taxes shall be included in the Unit Price as well as in the Total Bid Price. Any decrease in the taxes will be adjusted as per provisions of law accordingly.

### **2.3.4. Bid Currencies**

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- ii) The Bidders must adhere to the minimum wage rate if applicable (as notified by Labor & Human Resource Department) and all applicable taxes (imposed by FBR / PRA / any other government organization) while preparing Financial Bid.

### **2.3.5. Documents Establishing Bidder's Eligibility and Qualification**

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:

- (a) That the Bidder has the financial, technical capability necessary to perform the contract;
- (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

#### **2.3.6. Bid Security**

- i) The Bidder shall furnish, as part of its Technical Bid, an original Bid Security in the amount specified in the Bid Data Sheet.
- ii) The Bid Security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).
- iii) The Bid Security shall be in Pakistani Rupees and shall be in one of the following forms:
  - (a) Bank Guarantee, Bank Call-Deposit Receipt (CDR), Demand Draft (DD), Pay Order (PO) or Banker's Cheque valid for the period equal to or 30 days beyond the Bid Validity period.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.6 (i-iii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible upon award of contract but not later than 30 days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

*“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later: provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, Service Provider or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.*

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and



furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

- vii) The Bid security may be forfeited:
  - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - b. If a bidder refused to accept correction of arithmetic errors in Price Schedule which are corrected/rectified vide clause 2.5.6 of the Bidding Document. or
  - c. In the case of a successful Bidder, if the Bidder:
    - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
    - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
    - iii. Is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

#### **2.3.7. Period of Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

#### **2.3.8. Format and Signing of Bid**

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid.



- iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- iv) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bids.
- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

**2.3.9. Minimum Wage rates/all applicable taxes**

- i) The Bidders must adhere to the minimum wage rate if applicable (notified by Labor & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

**2.4. Submission of Bids**

**2.4.1 Sealing and Marking of Bids**

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
  - a. Be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
  - b. Bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE Date and Time as specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

**Note:** The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.

- vi) The inner and outer envelopes shall:
  - a) Be addressed to the Procuring Agency at the address given in the **BDS**; and
  - b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**.
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
  - a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
  - b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - (c) The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given in **BDS**.
- viii) The inner and outer envelopes shall:
  - a) Be addressed to the Procuring Agency at the address provided in the **BDS**;
  - b) Bear the name and identification number of the contract as defined in the **BDS**; and provide a warning not to open

before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;

- c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.

- ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

#### **2.4.2 Deadline for Submission of Bids**

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.

#### **2.4.3. Late Bids**

- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

#### **2.4.4. Modification and Withdrawal of Bids**

- i) The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
- ii) The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.

- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.7 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

## **2.5. Opening and Evaluation of Bids**

### **2.5.1. Opening of Bids by the Procuring Agency**

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where

only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.

- v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
- viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- ix) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.

- xi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
- xiii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

#### **2.5.2. Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

#### **2.5.3. Clarification of Bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) Evaluation & qualification criteria;
  - b) Required scope for ***“HIRING OF VEHICLE TRACKING & MANAGEMENT SYSTEM SERVICES FOR LWMC (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER TWO YEARS)”***.
  - c) All securities requirements;
  - d) Tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### **2.5.4. Preliminary Examination**

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a



material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
  - a) Meets the eligibility criteria defined in **ITB 2.1.3**;
  - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
  - c) Has been properly signed;
  - d) Is accompanied by the required securities; and
  - e) Is substantially responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

**2.5.5. Examination  
of Terms and  
Conditions;  
Technical  
Evaluation**

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Client's evaluation committee shall evaluate the Technical Bids/Proposals/LOT Wise and 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 minimum technical score/Mandatory Evaluation Criteria, if any indicated in the Data Sheet
- iii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iv) After the technical evaluation is completed, the Client shall notify those Bidders/Service providers, who's 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 financial bid 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.

- v) 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
- vi) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

#### **2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows;
  - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
  - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the

amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7**.

**2.5.7. Conversion  
to Single Currency**

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

**2.5.8. Post-  
qualification &  
Evaluation of Bids**

- i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will technically evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules / Financial Bid Form **8.9** to be decided by the Procuring Agency which must be inclusive of all prevailing taxes, duties, fees along with observance of minimum wages (if applicable) etc.
- v) The Client will select the Bidder / Service Provider who will be emerged as the lowest evaluated / least cost bidder among those that achieved / passed the minimum technical score or mandatory criteria as specified in BDS & TORs.

- vi) Contract will be awarded to the lowest evaluated bidder / services provider as per Least Cost based Selection method on the basis of Total Bid Price.

**2.5.9. Contacting the Procuring Agency**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10. Grievance Redressal**

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).

- v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## **2.6. Award of Contract**

### **2.6.1. Notification of Award**

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The Notification of Award / Letter of Acceptance will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7.
- iv) The successful bidder will provide stamp papers as per stamp paper Act, as per requirement of Procuring Agency as per Law.

### **2.6.2. Performance Guarantee**

- i) Within Ten (10) days of the receipt of Notification of Award / Letter of Acceptance from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(a-e) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

### **2.6.3. Signing of Contract /**

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the

<b>Issuance of work Order</b>	<p>Bidding documents, incorporating all agreements between the parties.</p> <p>ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within Three (03) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.</p> <p>iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.</p>
<b>2.6.4. Award Criteria</b>	<p>i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.</p>
<b>2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award</b>	<p>i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of <b>HIRING OF VEHICLE TRACKING &amp; MANAGEMENT SYSTEM SERVICES FOR LWMC (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER TWO YEARS)</b> originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).</p>
<b>2.6.6. Procuring Agency's Right to Accept or Reject All Bids</b>	<p>i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.</p> <p>ii) The Bidders shall be promptly informed about the rejection of the Bids, if any</p> <p>iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.</p>
<b>2.6.7. Re-Bidding</b>	<p>i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.</p>

#### 2.6.8. Corrupt or Fraudulent Practices

- i) The Procuring Agency requires that Bidders, Service Providers, and Service Providers observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

*“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Service Provider 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, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels 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; it may include any of the following:*

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or 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 inspection and audit process.”*

**ii) Blacklisting & Debarment:**

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

**Sub Requirements & Procedure for Blacklisting & Debarment:**

S-17A of PPRA, Act, 2009:

**“17A. Blacklisting.** – (1) *A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Service Provider from participating in any public procurement process of the procuring agency, if the bidder or Service Provider indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Service Provider from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

*As per rule 21 of PPR-14:*

**21. Blacklisting.**–(1) *A procuring agency may, for a specified period, debar a bidder or Service Provider from participating in any public procurement process of the procuring agency, if the bidder or Service Provider has:*

- (a) acted in a manner detrimental to the public interest or good practices;*
- (b) consistently failed to perform his obligation under the Contract;*
- (c) not performed the Contract up to the mark; or*
- (d) Indulged in any corrupt practice.*

(2) *If a procuring agency debars a bidder or Service Provider under sub-rule (1), the procuring agency:*

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and*

*(b) May request the Authority to debar the bidder or Service Provider for procurement of all procuring agencies.*

*(3) The Managing Director may debar a bidder or Service Provider of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*

*(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

*(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

*(6) The mechanism or process for barring a bidder or Service Provider from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

*As per Schedule appended with PPR-14:*

#### **SCHEDULE**

*See sub-rule (6) of rule 21*

#### **BLACKLISTING MECHANISM OR PROCESS**

- 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Service Provider.*
- 2. The show cause notice shall contain:*
  - (a) precise allegation, against the bidder or Service Provider;*
  - (b) the maximum period for which the procuring agency proposes to debar the bidder or Service Provider from participating in any public procurement of the procuring agency; and*
  - (c) The statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Service Provider from participating in public procurements of all the procuring agencies.*
- 3. The procuring agency shall give minimum of seven days to the bidder or Service Provider for submission of written reply of the show cause notice.*
- 4. In case, the bidder or Service Provider fails to submit written reply within the requisite time, the procuring agency may issue*



- notice for personal hearing to the bidder or Service Provider/ authorize representative of the bidder or Service Provider and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Service Provider submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Service Provider for personal hearing.*
  6. *The procuring agency shall give minimum of seven days to the bidder or Service Provider for appearance before the specified officer of the procuring agency for personal hearing.*
  7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Service Provider, if availed.*
  8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
  9. *The procuring agency shall communicate to the bidder or Service Provider the order of debaring the bidder or Service Provider from participating in any public procurement with a statement that the bidder or Service Provider may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
  10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
  11. *If the procuring agency wants the Authority to debar the bidder or Service Provider from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
  12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
  13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
  14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*

15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
  16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Service Provider shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
  17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*
- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

### SECTION-III. TERMS OF REFERENCE (TORS) (SCOPE OF SERVICES)

The Service Provider will be awarded this Contract for supply, commissioning, warranty and maintenance of Vehicle Tracking System. Complete scope of work includes;

Sr.	Description (Rental Model)	Unit	Qty.
1	Vehicle Tracking Device and Service & Maintenance, including the data management (maintenance, live reporting and reporting on demand) (Per Vehicle Per Month charges will be paid by Company)	VTS Device	3000*

\*Payment will be made on actual number of installation and Actual number of working days of VTS Devices. (In case of NR, if delay observed at Service provider end, deduction will be made).

**Note: The following rates are being taken for requirement in future (if any) which will not be part of Financial Evaluation;**

Sr.	Description (Rental Model)	Unit	Qty.
1	Installation, Service, Maintenance of Differential Fuel Flow Meter (DFM)	DFM Device	01**

\*\*Payment will be made on actual number of installation and Actual number of working days of DFM Devices.

The Service Provider will be awarded this Contract for supply, commissioning, warranty and maintenance of Vehicle tracking System. Complete scope of work includes:

1. The LWMC will have the full rights to Audit the systems of service provider related to LWMC project including the system designing, operational working, Database Management, Trouble shooting and any other feature which is not mentioned here but part of LWMC contract/project.
2. Any Audit Agency (Govt. or Private) which perform the function of Audit of LWMC can also Audit the service provider as described in point-1.
3. The LWMC will have the full rights of Database and Application (Web/Desktop) related to LWMC Contract/Project. The services provider can only change after the approval and access granted by LWMC. All such communication trails must be recorded by the service provider for the complete contractual period and will be presented at the time of the Audit or whenever required by LWMC.
4. The access to Database and Application will be available with LWMC and LWMC will share it with service provider when required if it is installed on LWMC Servers.
5. The service provider will share the complete Business Process for Designing of Application and Database with LWMC within one month after signing of Agreement. Also the complete source code with proper commenting will also be shared with LWMC. The service provider will follow the instructions to improve the system if required by LWMC.
6. The service provider will propose the system to check/control the fuel pilferage in LWMC vehicles using different technologies within one month after signing of Agreement.

7. The service provider will design such system to inform LWMC the real time status of battery disconnection, Backup of Tracker Battery and not responding status of Tracking Device.
8. LWMC will define the users of the system and their rights. The service provider will follow the instructions passed by LWMC.
9. The service provider will install  $\pm 3000$  Vehicle Tracking Units in LWMC vehicles. Installation can increase/decrease depending upon the requirement.
10. Payment will be made on actual number of installation and also actual number of active days of VTS Device. NR cases, if it is due to the poor performance of the service provider, will not be paid.
11. LWMC can ask to install DFM (Differential Fuel Flow Meter) in particular vehicles. Contractor has to submit the rate against the installation of DFM vehicles. The reporting of DFM will be based on as per requirement of LWMC. In general, DFM will provide the detail to calculate the working hours of machinery with respect to RPM and Fuel Consumption / minute.
12. Service will include the installation of devices along with service and maintenance, database storage at service provider servers as well as LWMC servers if required by LWMC, maintenance and backup of data base at both service provider and LWMC servers, 24hours functional live database and web application access and in case of any troubleshooting, immediate resolution.
13. Service Provider will ensure the safety element to keep the device safe with respect to vehicle physical condition.
14. The service provider will also provide the replacements of equipment if any need to be replaced within the cost of maintenance. No additional/extra payment will be made by the LWMC.
15. Installation of any new device if required by the LWMC in new vehicle or in replacement of old device, LWMC will put the requirement to service provider and service provider will make sure the compliance as per demand of LWMC within 24 hours.
16. Installation of device should be hidden and not accessible for drivers. However, if LWMC demands, installation can be made on front desk, visible but locked in some box to ensure its safety.
17. There must be some caution light installed by the service provider which will clearly indicate the working or non-working of tracking device so that driver/supervisor of the vehicle may stop the vehicle for rectification of the issue. This requirement must be functional all the time otherwise deduction will be made.
18. The tracking device must be connected within the vehicle, any tempering with device or its connection will be observed by tracking company and will be reported to LWMC within 48 hours through email with proper report/evidence.
19. Unauthorized removal of device from the vehicle or disconnection from the battery of the vehicle will be dealt as tempering and mechanism must be established for immediate alert to concern officers of LWMC. Mechanism should be based on live dashboard alerts, SMS or phone call and also through email.
20. The service provider will submit the mechanism in its working methodology for installation and working of tracking devices in Tractor Loaders, Tractor mounted sweepers, Rikshaws and other open type vehicles.
21. The service provider will submit the mechanism of working of tracking device in its methodology for calculation of distance, fuel report, Geo Fence Report, Trip Report, Stop Report, over speed report etc.

22. If any device/vehicle required maintenance, it should be done within 24 hours. LWMC may devise schedule for maintenance based upon the requirement with consultation to service provider. However, time duration can be change from 6 hours to 24 hours.
23. Service provider will depute dedicated team for NR/New installation of VTS for the LWMC.
24. Service provider will depute a dedicated manager for the correspondence with LWMC.
25. Data synchronization to LWMC server if required by LWMC.
26. Data will be stored at service provider servers and web application will be hosted at service provider server as well, if directed by the LWMC. However, LWMC can ask service provider to deploy both the details on its own servers.
27. Maintenance of Servers for Tracking System installed at LWMC office if require by LWMC.
28. Customization of software with existing practice and as proposed by the LWMC. Providing necessary software system on desktop as well as web based as per requirement of LWMC for Vehicle Tracking.
29. Service provider must have round the clock service facility and monitoring control room.
30. System Usage Training of LWMC staff if required by the LWMC.
31. Device must be well concealed and protected from external effects, such as temperature, humidity, electric shocks, electronics mal-function, hazards, earth-quakes, water-proof, among other. LWMC will not accept any claim in case of device damage due to above mentioned factors or any other not mentioned here.  
Device must be concealed and placed in protective equipment in case of open machinery type like tractors/loaders and tractor mounted mech. sweepers. LWMC will not accept any claim in case of device damage due to non-proper concealing and poor quality of protective equipment. It is the responsibility of service provider to make sure the safety of device from all the internal and external factors
32. If any device removed from vehicle for LAB Test, alternate device must be installed at same time.
33. All the trackers must be installed in such a place where it is completely hidden and not approachable. If such a place is not available in the vehicle then a concealed box may be fabricated and installed by the tracker company. Arrangement of Box installation of Box in client space must be the responsibility of the tracking company.
34. If any tracker is required to be repaired or replaced then repair work may be done within 12 hours and replacement work must be done within 24 hours.

#### **Old Database Management and Reporting Portal**

1. The LWMC will have the full rights of Database and Application (Web/Desktop) related to LWMC Contract/Project. The services provider can only change after the approval and access granted by LWMC.
2. The access to Database and Application will be available with LWMC and LWMC will share it with service provider when required.
3. The service provider will share the complete Business Process for Designing of Application and Database with LWMC for old data available at different portals. The old data (11 years of data) may be in different format, but it will be service provider responsibility to keep this data live. The service provider will present real time reports on old data to provide evidence of data management skills. The service provider will follow the instructions to improve the system if required by LWMC.
4. The service provider will design a dedicated reporting portal for old data of LWMC. At least 2 years of data need to be available for reporting purpose whereas remaining data will be available in archive.

5. It will be responsibility of service provider to ensure the security and safety of record. The database must be kept with track changes (log files) with documentary evidence.
6. LWMC will define the users of the system and their rights. The service provider will follow the instructions passed by LWMC.
7. Data synchronization to LWMC server if required by LWMC.
8. Maintenance of Servers for Tracking System installed at LWMC office if require by LWMC.
9. Keeping live LWMC old data of tracking for last 11 years. The data must be available as and when required by LWMC for the time period intimated by LWMC.
10. Data Security and ownership by the service provider for last 11 year tracking data of LWMC is mandatory for the service provider.
11. Any requirement with respect to Audit for data integration/presentation/reporting for last 11 year tracking data of LWMC within the required time is mandatory for the service provider.

### **Hardware & Tracking Device Specifications**

- Real time data transmit
- In-built device battery (as back-up. (Minimum 6 hours backup time)
- In-built device for data backup (in case data transmission lost, local backup will be transmitted to server after connection established).
- Device must be well concealed and protected from external effects, such as temperature, humidity, electric shocks, electronics mal-function, hazards, earth-quakes, and water-proof, among other. LWMC will not accept any claim in case of device damage due to above mentioned factors or any other not mentioned here.
- Device should not affect or alter in-put/out-put of vehicle electrical specifications.
- Device must be concealed and placed in protective equipment in case of open machinery type like tractors/loaders.
- Device GPS accuracy must be less than 25 meter. The device should support GSM/SMS/GPRS/3G/4G networks, the latest technology available in local market.
- Built-in data storage capacity, 24 hours backup storage recommended.
- Built-in backup battery with higher specs as per market for minimum 12 hours backup
- Serial port data connectivity option available.
- Minimum 3 Telemetry Inputs/3 Telemetry Outputs for options

### **Software**

- Real time data transmission
- Customizable to define landmarks and for different type of reports.
- Zooming in/out for vehicle current location on pointing device hovering – through small pop-up screens
- (+- 25 meters) Vehicle pin-point accuracy
- Street level vector scaled maps/ digital imagery is mandatory.
- Ability to integrate changes and ability to reflect it in maps without compromises
- Ability to integrate/overlay/add features in Vector scaled map as proposed by LWMC.
- Ability to generate different kind of alerts as per requirement.
- Ability to control administratively by LWMC.
- Ability to modify some features (as per required by LWMC) in software which will be available in GUI's Form.
- Web interface should be reflection of all required features.
- Multi user option should be available with ability to provide control/limited options.

### **Features**



- Vehicle maintenance scheduling
- Access level for each user specific to roles
- Ignition on/off.
- Excess idling
- Over-speeding
- Battery disconnection alerts
- Multi geo-fencing (Union Councils as defined by CDGL, parking sites, workshops, Dump Sites, Containers etc.)
- Maps of Lahore and Punjab initially, later whole country
- Landmark visits report
- Route Fencing and calculations
- Integration with some mechanical tools of Mech. Sweeping and Washing Vehicles so that their operating report can be integrated with Tracking System if required by LWMC and possible technically.
- Fuel consumption reporting (driven kilometer report)
- Other product and service features not mentioned here if required by LWMC.

### **Reporting**

- Live reporting.
- Daily, weekly, monthly, yearly reporting
- Vehicle specific reporting
- Raw data availability (for in-house customized reporting/ data-processing)
- Estimation (95% accuracy) of fuel consumption, mileages per trip, total area covered vs. actual area allotted
- Route/geo-fence violations
- Data shall be provided to LWMC in e-format, as per agreed standards & format
- Service provider will generate a report each month against the reliability of data and system, data loss if any, and working conditions of equipment installed in vehicles.

### **Training**

- Service provider shall train the LWMC staff, within Four (04) weeks after the date of issuance of the work order, to a level that the LWMC staff must be able to manage vehicle Tracking Server and Monitoring Software Application.
- The Service Provider shall deliver all necessary documents and tools, which are required to understand, configure, troubleshoot and manage necessary hardware, software, and infrastructural issues in effective and smooth operations of VTMS if required by LWMC.
- Upon completion of such training, project manager will certify that Service Provider has completed the required training and has provided the entire required document.

### **Availability of DATA CENTERS and Routing of Tracking Data from Server(s) of Service Provider to the Server of LWMC (if Required)**

1. The Service Provider must have the Primary and Secondary Data Sites fully capable and functional. In case of any failure of primary site, secondary site should be active without any delay.
2. Primary and Secondary Data Center Sites should not be placed at one place.
3. Data Security Protocols should be adopted by the Service Provider and will submit the details with LWMC for review. The compliance of this feature is mandatory for the service provider.

4. The Service Provider shall arrange for routing of tracking data (GPRS or SMS originated from Vehicle Tracking Units installed in vehicles) from its server(s) placed locally & abroad to the server of LWMC.
5. While the tracking data is routed towards LWMC control room, the Service Provider shall ensure that it continues to receive real-time tracking data on its server also, so that LWMC could connect to it, should its dedicated server happens to fail; this shall ensure that operations are not effected in any manner, and smooth working continues till the failed hardware is ready again.
6. In case if LWMC faces any problems in receiving the tracking data, LWMC will inform the Service Provider immediately. The service provider shall troubleshoot, diagnose and rectify the problem within 24 hours of notification of the problem by the LWMC.

**Troubleshooting of Server and Monitoring Software Application**

In case if LWMC faces any problems in maintenance of Server and Monitoring Software Application, the LWMC will inform the Service Provider immediately. The service provider shall troubleshoot, diagnose and rectify the problem within maximum Two (2) day of notification of the problem by the LWMC. The Service Provider shall provide this service free of cost during the contract period.

**Requirement on Map**

- By Company
- Category
- Town Wise
- Region Wise

**B – Vehicle must have Separate Icons for**

- Over Speed Vehicles
- Vehicle Not on Route
- Stopped vehicles
- Moving Vehicles
- Any Other Violation Vehicles
- Excess idling Vehicles

**C- History reply feature****D – Map Layers (Can be ON / OFF)**

- Area Layer
- Zones Layer
- UCs Layer
- Parking Sites
- Filling Stations
- Workshops
- Dumping Sites
- Any other Layer Defined By COMPANYY

**D – Containers on Map with Different Icon's**

- All Containers
- Assigned Containers
- Visited Containers
- To Be Visited



- Visited but Not Dumped
- Also All Group Option must be Available (Vehicle Group Already Defined)

#### **E – Routes on Map**

- Route Must be defined as Polygonic Area
- All routes display on Map
- Assigned to selected Vehicle
- Assigned to Selected Group
- Assigned to Selected Region
- Assigned Today
- Assigned this week

#### **Administration Panel**

- COMPANY can Add Container To System
- COMPANY can Set age of Container
- Can Assign Container To any Vehicle
- Can Change Vehicle Type, Region, Zone Etc
- Can Change Password of Login

#### **Status Graph**

- Graph Must be Summaries and Detail
- Link for reports Must be Available From Graph
- Vehicle Status In Graphical Shape
  - Vehicle At Parking Sites
  - Vehicles At Dumping Sites
  - Vehicles at Workshop
  - Vehicles at Filling Stations
  - Vehicle On Route
  - Vehicle Not On Route
- Container Status Graph
  - Visited Container
  - To Be Visited
  - Visited but Not Dumped
  - Over Aged

#### **History of Status**

- History of All Status (Vehicle, Container, Routes) Must Be Saved after Every Hour
- All Graphs and reports available for this history

#### **Reports**

- Complete Activity Report
- Activity Summary Report
- Reports must be fetch Against Company, Category, Vehicle Type, And Town against Given Time Period
- Summary Option Must be for Day, Week, Month
- Travel Time, Mileage must be Accurate and available with every relevant report.
- COMPANY Geo Fence Defined In Out Report

- Trip Report Detail (During Trip Start from Parking Site till Pick Container Then Dump at Dumping Site) Travel Time, Stop time, Number of Container Pick, Mileage and Other Fields.
- Trip Report Summary
- Beat Report (Travel, Mileage, Time In side Defined Beat ad Outside Defined Beat)
- Beat Summary Report
- Container Visited Detail
- Container Visited Summary
- Dumping Site Visited Report
- Workshop Visited Report

### **Vehicle Status**

- Vehicle Status Page Must Have Reporting Status of Device
- Different Color For Each Problem (Battery , GPS, GSM Problems)
- Different Color Defined On Not Reporting Time
- History of Device Maintenance and N.R.

### **KPIs & PENALTY IMPOSITION**

Sr. No.	Service Nature	Explanation	Monitoring Frequency	Minimum Acceptable Level	Penalty
1	Service Level	Maintenance/replacement (if not responding ) and new installation of Device - Within 12 hours after schedule call from the LWMC –	Daily/Weekly/Monthly	90 %service level	in case of: 80- 90% compliance – 5% of value of per month service charges against no. of incidents (per vehicle per month). 70-80% compliance – 10% of value of per month service charges against no. of incidents (per vehicle per month). 60-70% compliance – 15% of value of per month service charges against no. of incidents (per vehicle per month). 50-60% compliance – 20% of value against no. of incidents (per vehicle per month). Up to 50% compliance – 30% of value of per month service charges against no. of incidents (per vehicle per month).

		Live Data Availability- Data transmission must be done within 5 minutes	Daily/Weekly/Monthly	90%	in case of: 80- 90% compliance – 5% of value of per month service charges of total invoice cost. 70-80% compliance – 10% of value of per month service charges of total invoice cost. 60-70% compliance – 15% of value of per month service charges of total invoice cost. 50-60% compliance – 20% of value of Total agent cost. Up to 50% compliance – 30% of value of per month service charges of total /invoice cost.
		All calls Alerts of violations.	Daily/Weekly/Monthly	90%	in case of: 80- 90% compliance – 5% of value of per month service charges of total invoice cost. 70-80% compliance – 10% of value of per month service charges of total invoice cost. 60-70% compliance – 15% of value of per month service charges of total invoice cost. 50-60% compliance – 20% of value of Total agent cost. Up to 50% compliance – 30% of value of per month service charges of total /invoice cost.
2	Software/ Web Portal	The service provider shall ensure the 24x7 x 365 days online web portal without any hitch and glitch.	Daily/Weekly/Monthly	100%	Downtime for 1 hour- 3% Total invoice cost Downtime for 2 hour- 5% Total invoice cost Downtime for 3 hour- 07% Total invoice cost Downtime for 4 hour- 10% Total invoice cost Downtime for more than 4 hour- 15% of Total invoice cost
		The service provider shall ensure the 24x7 x 365 days online reporting with all	Daily/Weekly/Monthly	100%	Downtime for 1 hour- 3% Total invoice cost Downtime for 2 hour- 5% Total invoice cost

		reports without any hitch and glitch.			Downtime for 3 hour- 07% Total invoice cost Downtime for 4 hour- 10% Total invoice cost Downtime for more than 4 hour- 15% of Total invoice cost
3	Server Maintenance	The service Provider will ensure the proper functioning of Servers placed at COMPANY premises for VTMS Data:	Daily/Weekly/Monthly	90%	Downtime for 1 hour- 3% Total invoice cost Downtime for 2 hour- 5% Total invoice cost Downtime for 3 hour- 07% Total invoice cost Downtime for 4 hour- 10% Total invoice cost Downtime for more than 4 hour- 15% of Total invoice cost

**Stamp & Signature of Bidder** \_\_\_\_\_

## SECTION-IV: BID DATA SHEET

### 4.1. Bid Data Sheet (BDS)

<b>A. Introduction</b>		
<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments and Supplements to, Clauses in the Instruction to Bidders</b>
<b>1.</b>	<b>2.1.1</b>	<p><b>Name of the Procuring Agency:</b></p> <p>Lahore Waste Management Company (LWMC)</p> <p>National Competitive Bidding shall be conducted through <u>Single Stage Two Envelope Bidding Procedure</u> with Least Cost method as stipulated in PPRA Rules 2014, as amended from time to time.</p> <p><b>The subject of procurement is: <u>HIRING OF VEHICLE TRACKING &amp; MANAGEMENT SYSTEM SERVICES FOR LWMC (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER TWO YEARS))</u></b></p>
<b>2.</b>	<b>2.1.2</b>	<p>Financial year for the operations of the Procuring Agency: [2024-25]</p> <p>Name of financing institution: Government of the Punjab.</p>
<b>3.</b>	<b>2.1.3 (iv)</b>	Joint Venture / Consortium and Sub-Contracting is not permissible.
<b>4.</b>		Ineligible country(s) is India & Israel.
<b>B. Bidding Documents</b>		
<b>5.</b>	<b>2.2.2</b>	<p>The address for clarification of Bidding Documents is mentioned below.</p> <p><i>The contact information for requesting clarifications is as under;</i></p> <p style="text-align: center;"><b>General Manager (P &amp; C)</b>  <b>Office No. 4&amp;5, 4th Floor, Shaheen Complex, Egerton Road, Lahore.</b>  <b>Tel: 092-42- 99205153-55, Fax: +92-42-99205156</b>  <b>Email: <a href="mailto:procurement@lwmc.com.pk">procurement@lwmc.com.pk</a></b></p>
<b>6.</b>	<b>2.2.2</b>	<p>Pre-Bid meeting will be held at below address on <b>September 24, 2024</b> at <b>1100 Hours</b>:</p> <p style="text-align: center;"><b>General Manager (P &amp; C)</b>  <b>Office No. 4&amp;5, 4th Floor, Shaheen Complex, Egerton Road, Lahore.</b>  <b>Tel: 092-42- 99205153-55, Fax: +92-42-99205156</b>  <b>Email: <a href="mailto:procurement@lwmc.com.pk">procurement@lwmc.com.pk</a></b></p>
<b>7.</b>	<b>2.3.8</b>	The number of documents to be completed and returned is One Original (01) signed and stamped only.
<b>C. Bid Price, Currency, Language and Country of Origin</b>		

8.	2.3.1	The language of the Bid is English. All correspondence shall be in the <b>English language</b> .																		
		The language for translation of supporting documents and printed literature is English language.																		
9.	2.3.4	The price quoted shall be in PKR.																		
<b>D. Preparation and Submission of Bids</b>																				
10.	2.1.3	<b>Mandatory Criteria;</b>  The eligibility criteria for bidders is tabulated below:- <table><tr><th>Sr.</th><th>Mandatory Criteria</th></tr><tr><td>1</td><td>Legal Status of the Bidder with registration certificate.</td></tr><tr><td>2</td><td>Active Taxpayer Status for the last Three ‘3’ Years w.r.t Income Tax and PRA.</td></tr><tr><td>3</td><td>Registration with Income Tax Authorities.</td></tr><tr><td>4</td><td>Registration with Punjab Revenue Authority (PRA Required).</td></tr><tr><td>5</td><td>Affidavit on Stamp Paper of (Rs.100) that Bidder is not Blacklisted by any Govt. Agency / Firm (As per Form 8.5).</td></tr><tr><td>6</td><td>Audited Financial Statements for the last Three (03) Years.</td></tr><tr><td>7</td><td>Compliance of additional Mandatory Criteria.</td></tr><tr><td>8</td><td>Compliance of TORs / Technical Evaluation Criteria.</td></tr></table>	Sr.	Mandatory Criteria	1	Legal Status of the Bidder with registration certificate.	2	Active Taxpayer Status for the last Three ‘3’ Years w.r.t Income Tax and PRA.	3	Registration with Income Tax Authorities.	4	Registration with Punjab Revenue Authority (PRA Required).	5	Affidavit on Stamp Paper of (Rs.100) that Bidder is not Blacklisted by any Govt. Agency / Firm (As per Form 8.5).	6	Audited Financial Statements for the last Three (03) Years.	7	Compliance of additional Mandatory Criteria.	8	Compliance of TORs / Technical Evaluation Criteria.
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		8	Compliance of TORs / Technical Evaluation Criteria.																	
<b>Additional Mandatory Criteria;</b> <ul style="list-style-type: none"><li>• Bidders having un-satisfactory past performance with LWMC are not eligible to participate in this bidding process.</li><li>• Company must have minimum 5 Govt. Sector clients having minimum total of 2000 + Fleet and minimum 10 Private sector Clients having minimum total of 5000+ fleet.</li><li>• Registration with Pakistan Telecommunication Authority.</li><li>• Registration with Pakistan Scientific Research Council.</li><li>• Tracking Device/Unit must be ISO Certified.</li><li>• Service provider must have the facility for customization / development of software as per requirement of LWMC.</li><li>• Service provider must have the facility of GIS surveys and data development.</li><li>• Service provider must have their own prepared map for integration in the system. Map of Lahore must be comprises the Lahore Division which includes Sheikhpura, Kasoor and Nankana.</li><li>• For GIS based services, map and surveying, service provider must be registered with Survey of Pakistan in form by its own or by a partner company.</li></ul>																				

		<ul style="list-style-type: none"> <li>• Service provider have to submit the at least 10 projects completed during last five (5) years with completion certificates by Clients and projects in hand with agreement copies along with financial strength of projects. Reports Templates of projects completed by service provider must be submitted against each project and contact detail of concern official to LWMC for verification.</li> <li>• Service provider must submit the structure of the Firm/company.</li> <li>• Service provider must submit the organogram of the company.</li> <li>• Service provider has to submit the technical proposal with complete methodology and suggestions. Description of the Approach, Methodology and Work Plan for Performing the Assignments. Methodology should be based upon the TOR's mentioned in the bid document. It should be explained against each TOR.</li> <li>• The Service Provider must have its functional regional office in Lahore.</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• All bidders should comply the above mentioned Mandatory Criteria and additional Mandatory Criteria. In case of failure to meet this criteria, the bidder / service provider will be considered as non-responsive and will not be evaluated further for TORs / Technical Evaluation Criteria.</li> <li>• Documented proofs for the Mandatory Criteria must be submitted along with Technical Bid / Proposal signed &amp; stamped in original.</li> <li>• Financial proposals of only technically responsive bidders will be opened.</li> <li>• Bidding process will be conducted online on E-Pak Acquisition and Disposal System (EPADS).</li> </ul>
<b>11.</b>	<b>2.4.2</b>	<p>The deadline for Bid submission on E-Pak Acquisition and Disposal System (EPADS) is</p> <p>Date &amp; Time: <b>October 02, 2024 till 1100 Hours.</b></p>
<b>12.</b>	<b>2.5.1</b>	<p>Time, date/ Month/ Year, and place for Bid opening on E-Pak Acquisition and Disposal System (EPADS).</p> <p>Date &amp; Time: <b>October 02, 2024 at 1130 Hours.</b></p> <p>The Proposal hard copy submission address is as under;</p> <p style="text-align: center;"><b>General Manager (P &amp; C)</b></p>



		Office No. 4&5, 4th Floor, Shaheen Complex, Egerton Road, Lahore. Tel: 092-42- 99205153-55, Fax: +92-42-99205156								
13.	2.6.2	<p>Amount of Performance Security: Successful Bidder will have to submit 10% Performance Security of the Contract Price for the due performance of the contract which will be released after successful completion of contract. Performance Security should be valid for 13 Months from the date of signing of Contract.</p> <p>The Performance Security shall be denominated in a currency of the Contract, or in a freely convertible currency acceptable to the Procuring Agency, and shall be in following form;</p> <p>A Bank Guarantee / CDR;</p> <p>Issued by a scheduled Bank of Pakistan acceptable to the Procuring Agency; or Issued by a foreign bank through a correspondent scheduled Bank of Pakistan acceptable to the Procuring Agency, and in the form provided in the bidding documents or another form acceptable to the Procuring Agency.</p>								
14.	2.3.6	Bid Security Amount is <b>2%</b> of the estimated cost (i.e. <b>PKR 936,000</b> ) and should be in favor of <b>Lahore Waste Management Company</b> . Original Bid Security should be submitted along with the <b>Technical Bid</b> in shape of Bank Guarantee / CDR / DD / PO / Bankers Cheque.								
15.	2.3.7	Bid validity period after opening of the Bid is: <b>180 Days</b>								
16.	2.3.8	Number of copies of the Bid to be provided are: Nil.								
<b>E. Opening and Evaluation of Bids</b>										
17.	2.3.4	Prices of Bid will be in PKR								
18.	2.5.8	<p><b>Technical Evaluation Criteria;</b></p> <table><tr><th>Company Profile</th><th>Marks</th></tr><tr><td>a) Years of experience of company – starting from the registration as vehicle tracking service provider (1 number for 1 year experience).</td><td>15</td></tr><tr><td>b) Number of Similar projects_for fleet management services (02 number for 1 project. Only 200+ vehicles for each project will be considered).</td><td>10</td></tr><tr><td>c) Value of Similar Assignments (based upon the reporting templates submitted and verified + presentation of projects completed by online or desktop means. Minimum 4 projects presentation, 2.5 marks for each project)</td><td>10</td></tr></table>	Company Profile	Marks	a) Years of experience of company – starting from the registration as vehicle tracking service provider (1 number for 1 year experience).	15	b) Number of Similar projects_for fleet management services (02 number for 1 project. Only 200+ vehicles for each project will be considered).	10	c) Value of Similar Assignments (based upon the reporting templates submitted and verified + presentation of projects completed by online or desktop means. Minimum 4 projects presentation, 2.5 marks for each project)	10
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		d) Understanding & Innovativeness towards fleet management and VTMS. Company will share its historical experience with respect to different projects clearly describing the innovativeness of VTMS.	05
		e) Proposed structure of Database management for future and also for previous data of LWMC. Company must provide procedure with timelines to adopt previous data of LWMC with reporting available online.	10
		f) Evaluation of Primary and Secondary data Centre Sites with Data Security Protocols	20
		g) Approach, Methodology, Work plan for LWMC scope of work (addressing all the points mentioned in scope of work and also reporting requirement)	15
		h) Organizational Structure	5
		i) Software Development Team, Database Management Team & GIS Section team Profile.	10
		<b>Total</b>	<b>100</b>
		<ul style="list-style-type: none"><li>• Passing Marks; Minimum 70 marks must be achieved to pass.</li><li>• Value of Assignments performed by Service provider will be judged on the basis of software evaluation. Service provider has to present minimum 4 projects for different companies (Govt. and Private) with detail description.</li><li>• National Competitive Bidding shall be conducted under <b>Single Stage Two Envelope</b> bidding procedure with Least Cost method as stipulated in PPRA Rules 2014, as amended from time to time. The bid shall be a single sealed package consisting of two separately sealed envelopes, containing separately the Technical and Financial Proposal. The envelopes shall be marked as “Technical Proposal” and “Financial Proposal” as described in rule 38 (2) (a) of PPRA Rules 2014.</li><li>• Bids will be evaluated on the Basis of Total Bid Price as per the Scope of services and contract will be awarded to the lowest evaluated bidder.</li></ul> <p><b>Note:</b> Bidders shall fill the prices in the price schedule of this bidding document and shall submit the original bidding document in the financial bid. However, copy of the bidding document without price schedule will be submitted in the technical bid. Each page of the bidding document must be signed and stamped by the authorized person of the bidder.</p>	

**G. Award of Contract**

<b>19.</b>	<b>2.6.5</b>	Percentage for quantity increase is: [15%].
<b>20.</b>	<b>2.6.2</b>	The Performance Security shall be: 05 percent of the Contract Price in shape of Bank Guarantee having validity of 13 months issued by a scheduled Bank of Pakistan.

## **SECTION-V: GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Agency under the Contract.
- (d) “The Services” means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Service Provider covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Agency” means the organization purchasing the Services, as named in SCC.
- (h) “The Procuring Agency’s country” is the country named in SCC.
- (i) “The Service Provider” means the Bidder or firm supplying the Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places named in SCC.
- (k) “Day” means calendar day.

### **2. Application**

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

**3. Country of Origin**

3.1. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. The origin of Services is distinct from the nationality of the Service Provider. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

**4. Standards**

4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/Scope of Services/work plan/deputation plan.

**5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.**

5.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

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

**6. Performance Guarantee**

6.1. Within Ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

6.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or

6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**7. Incidental material**

7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC:

**8. Commencement of Services  
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

**9. Time  
Schedule of  
Services**

The time schedule of Services is specified in the SCC

**10. Payment**

10.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

10.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

10.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the work is satisfactory.

10.4. The currency of payment is *PKR*

**11. Prices**

11.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC.

**12. Contract Price**

(a) The price payable in Pak Rupees (PKR) is set forth in SCC

**13. Price Escalation/De-Escalation and Change in the Applicable Law**

13.1. Price adjustment shall not be allowed in this Contract.

**14. Change Orders**

14.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 15, make changes within the general scope of the Contract, only if required for the successful completion of the job.

14.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

**15. Contract Amendments**

15.1. Subject to GCC Clause 14, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**16. Assignment**

16.1. The Service Provider shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-Service Providers with the prior written approval of the procuring agency.

**17. Sub-contracts**

17.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

17.2. Subcontracts must comply with the provisions of GCC Clause 16.

**18. Delays in the Service Provider's Performance**

18.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.

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



18.3. Except as provided under GCC Clause 21, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

**19. Liquidated Damages**

19.1. Subject to GCC Clause 21, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 20 along with other remedies available under PPR-14.

**20. Termination for Default**

20.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) If the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 18;
- (b) If the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) If the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

*“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:*

*(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Service Provider 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, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels 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; it may include any of the following:*

- vi. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property*

- of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- vii. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
  - viii. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
  - ix. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
  - x. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or 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 inspection and audit process*

#### ***Blacklisting & Debarment:***

*Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.*

#### ***Substantial Requirements & Procedure for Blacklisting & Debarment:***

*As per S-17A of PPRA, Act, 2009:*

***17A. Blacklisting.*** – (1) *A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Service Provider from participating in any public procurement process of the procuring agency, if the bidder or Service Provider indulges in corrupt practice or any other prescribed practice.*

(5) *The Managing Director may, in the prescribed manner, debar a bidder or Service Provider from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(6) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(7) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

**21. Blacklisting.**—(1) A procuring agency may, for a specified period, debar a bidder or Service Provider from participating in any public procurement process of the procuring agency, if the bidder or Service Provider has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) Indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Service Provider under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
- (b) May request the Authority to debar the bidder or Service Provider for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Service Provider of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Service Provider from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

*As per Schedule appended with PPR-14:*

**SCHEDULE**

*see sub-rule (6) of rule 21*

**BLACKLISTING MECHANISM OR PROCESS**

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Service Provider.*
2. *The show cause notice shall contain:*
  - (a) *Precise allegation, against the bidder or Service Provider;*
  - (b) *The maximum period for which the procuring agency proposes to debar the bidder or Service Provider from participating in any public procurement of the procuring agency; and*
  - (c) *The statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Service Provider from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Service Provider for submission of written reply of the show cause notice.*
4. *In case, the bidder or Service Provider fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Service Provider/ authorize representative of the bidder or Service Provider and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Service Provider submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Service Provider for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Service Provider for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Service Provider, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Service Provider the order of debarring the bidder or Service*

*Provider from participating in any public procurement with a statement that the bidder or Service Provider may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*

- 10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
- 11. If the procuring agency wants the Authority to debar the bidder or Service Provider from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
- 12. The Authority shall immediately publish the information and decision of blacklisting on its website.*
- 13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
- 14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
- 15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
- 16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Service Provider shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
- 17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.*

**GCC.20.**In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 20.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

## **21. Force Majeure**

**21.1.** Notwithstanding the provisions of GCC Clauses 18, 19, and 20, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the

extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

21.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

**22. Termination  
for Insolvency**

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

**23. Termination  
for Convenience**

23.1. The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

23.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, the Procuring Agency may choose:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Service Provider-an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.



**24. Resolution of Disputes**

24.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

24.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

**25. Governing Language**

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

**26. Applicable Law**

26.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

**27. Notices**

27.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

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

**28. Taxes and Duties**

28.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

**29. Extension in Contract period**  
*{where applicable and if the procuring agency opts to include this condition, this should be included in original advertisement as well}*

29.1. Initially the contract will be for one (1) year. However, the same would be extendable, on the satisfactory performance by the contractor for further a period of another two years on the same rate & TORs after approval of competent authority. Extension in the contract agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.



## Section-VI. Special Conditions of Contract

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

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g) — The Procuring Agency is: Lahore Waste Management Company (LWMC)

GCC 1.1 (h) — The Procuring Agency's country is: Pakistan

GCC 1.1 (i) —The Service Provider is: M/s-----

GCC 1.1 (j) —The Project Site is: LWMC Head Office, Shaheen Complex, Egerton Road, Lahore or any other designated office in Lahore.

### 2. Performance Guarantee (GCC Clause 6)

GCC 6.1— As per rule 56 of PPR-14, the amount of Performance Guarantee/Security, as a percentage of the Contract Price, shall be: *05% of Contract Price in shape of Bank Guarantee for the due performance of the contract period. Performance Guarantee will be remained valid for 13 Months from the date of signing of Contract.*

GCC 6.4—the Performance Guarantee shall be retained to cover the obligations of Service Provider as per TORs under the Contract.

### 3. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided are: NOT Applicable

### 4. Commencement of Services (GCC Clause 8)

GCC 8.1— The effective date for commencement of Services is \_\_\_\_\_ 2024.

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 been entered into and formed a part of the consideration of this Contract.

### 5. Time Schedule of Services (GCC Clause 9)

GCC 9.1 & 29.1—The contract will be valid for 12 Months from the Commencement of Services, extendable for another Two (02) years at the same terms and conditions, subject to the satisfactory performance of the bidder and with the mutual consent of the parties after approval of competent authority.

## **6. Payment (GCC Clause 10)**

GCC 10.1—Payment shall be made on monthly basis within 30 days of receipt of the approved invoice after the successful services / deliverables as specified in the TORs (Scope of Services) defined in Section-III.

## **7. Prices (GCC Clause 11)**

GCC 11.1— Prices shall be fixed for contract period inclusive of all Applicable Taxes. No Price adjustment / escalation is permissible under the contract.

## **8. Contract Prices (GCC Clause 12)**

GCC 12.1— The Contract Price in PKR is ----- The said amount is inclusive of all applicable Taxes, duties and charges.

## **9. Liquidated Damages (GCC Clause 19)**

- Applicable rate: 0.07% of the Contract Price of the delayed goods or services per day. But not to exceed in the aggregate ten (10%) of Contract Price stated in the Notice of Contract Award / Letter of Acceptance by the Procuring Agency.
- Penalties will be imposed as per Scope of Services / TORs.

## **10. Resolution of Disputes (GCC Clause 24)**

GCC 24.1—the dispute resolution mechanism to be applied pursuant to GCC Clause 24.1 shall be as follows:

As per rule-68 of PPRA-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940. Whereas, place of arbitration will be Lahore.

## **11. Governing Language (GCC Clause 25)**

GCC 25.1— The Governing Language shall be: English:

## **12. Applicable Law (GCC Clause 26)**

GCC 26.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

## **13. Notices (GCC Clause 27)**

GCC 27.1—Procuring Agency's address for notice purposes:

**General Manager (P & C)**  
Office No. 4&5, 4<sup>th</sup> Floor, Shaheen Complex, Edgerton Road, Lahore  
Tel: 092-42- 99205153-55, Fax: +92-42-99205156  
Email: [procurement@lwmc.com.pk](mailto:procurement@lwmc.com.pk)

## Section-VII. Schedule of Requirements

Sr. No.	Description (Rental Model)	Unit	Qty.
1	Vehicle Tracking Device and Service & Maintenance, including the data management (maintenance, live reporting and reporting on demand) (Per Vehicle Per Month charges will be paid by Company)	VTS Device	±3,000*

\* Payment will be made on actual number of installation and Actual number of working days of VTS Devices. (In case of NR, if delay observed at Service provider end, deduction will be made).

The following rates are being taken for requirement in future (if any) which will not be part of Financial Evaluation;

Sr. No.	Description (Rental Model)	Unit	Qty.
1	Installation, Service, Maintenance of Differential Fuel Flow Meter (DFM)	DFM	01**

\*\*Payment will be made on actual number of installation and Actual number of working days of DFM Devices.

**Stamp & Signature of Bidder** \_\_\_\_\_

## **Section-VIII: Sample Forms**

## 8.1 Bid Form

*[To be signed & stamped by the Bidder and reproduced on the letter head as well. To be attached with the Financial Bid]*

To:

The Chief Executive Officer

Lahore Waste Management Company (LWMC)

Office No. 4-5, 4<sup>th</sup>. Floor, Shaheen Complex, Edgerton Road, Lahore, Pakistan

Gentlemen:

Having examined the Bidding Document including No \_\_\_\_\_, the receipt of which is hereby duly acknowledged, for the above Contract, we, the undersigned, offer to deliver the goods / services as specified in Section III – of Scope of Services / Technical Specifications / TORs and in conformity with the said bidding document for the Total Bid Price of required services.

Sr. No.	Description (Rental Model)	Unit	Qty. (I)	Unit Price Per Device Per Month in PKR (II)	Total Annual Bid Price (III=I*II*12)
1	Vehicle Tracking Device and Service & Maintenance, including the data management (maintenance, live reporting and reporting on demand) (Per Vehicle Per Month charges will be paid to the Company)	VTS Device	3,000*		
<b>Total Bid Price (Inclusive of All Applicable Taxes)</b> [Amounts must coincide with the ones indicated under Total Bid Price in PRICE SCHEDULE 8.9].					
In Words;					

\*Payment will be made on actual number of installation and Actual number of working days of VTS Devices. (In case of NR, if delay observed at Service provider end, deduction will be made).

**The following rates are being taken for requirement in future (if any) which will not be part of Financial Evaluation;**

Sr. No.	Description (Rental Model)	Unit	Qty.	Unit Price Per Device Per Month in PKR
2	Installation, Service, Maintenance of Differential Fuel Flow Meter (DFM)	DFM	01**	

\*\*Payment will be made on actual number of installation and Actual number of working days of DFM Devices.

Or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our above stated Total Bid Price for said services is accepted, to complete the Work in accordance with the TORs / Schedule of Requirements.

If our Total Bid for the required services as per TORs is accepted, we will provide the performance security in the sum equivalent to **05 Percent** of the Contract Price as elaborated in BDS, for the due performance of the Contract.

We agree to abide by this Bid for the period of **One Hundred Eighty (180)** days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

-----  
**Bidder Signature Along With Seal**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

## 8.2 Bidder's JV Members Information Form (Not Applicable)

*{To be reproduced and signed & stamped by the lead partner and all JV members on their letterhead, to be attached with Technical Bid in addition to the JV agreement}*

*{The Service Provider shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Service Provider and for each member of a Joint Venture}.*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
5. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Submission of Documents as required in clause 2.1.3 of Bid Data Sheet Section IV. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Service Provider.
7. Copy of JV agreement and specified the JV partners roles and share/percentage along with information of Lead Partner.



### 8.3. Bidder Profile Form

*[To be signed & stamped by the Bidder and reproduced on the letter head as well. To be attached with Technical Bid]*

Sr.#	Particulars
1.	Name of the company:
2.	<b>Registered Office:</b>
Address:	
Office Telephone Number:	
Fax Number:	
3.	<b>Contact Person:</b>
Name:	
Personal Telephone Number:	
Email Address:	
4.	<b>Local office if any:</b>
Address:	
Office Telephone Number:	
Fax Number:	
5.	<b>Registration Details:</b>

**a) Audited Financial Statement Attachment (As per Mandatory Criteria)**

Yes	No
-----	----

**b) Details of Experience (As per Mandatory Criteria)**

	Similar Project (Agency / Department)	Item / Service / Project Name
(i)		
(ii)	<b>Value of Total Projects / Tenders / Contracts</b>	<b>Amount (in PKR)</b>

## 8.4. General Information Form

*[To be signed & stamped by the Bidder and reproduced on the letterhead as well. To be attached with Technical Bid]*

	Particulars		
<b>Company Name</b>			
<b>Abbreviated Name</b>			
<b>National Tax No.</b>		<b>Sales Tax Registration No. (If Applicable)</b>	
<b>PRA Tax No.</b>			
<b>No. of Employees</b>		<b>Company's Date of Formation</b>	

<b>Registered Office Address</b>		<b>State/Province</b>	
<b>City/Town</b>		<b>Postal Code</b>	
<b>Phone</b>		<b>Fax</b>	
<b>Email Address</b>		<b>Website Address</b>	

## 8.5. Affidavit

*[To be printed on PKR 100 Stamp Paper, duly attested by Oath Commissioner / Notary Public. To be attached with Technical Bid]*

**Name:** \_\_\_\_\_ (Bidder)

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

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

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *Lahore Waste Management Company*. The undersigned further affirms on behalf of the firm that:

- (i) The bidder (name) has not been blacklisted by any govt. department / agency / firm.
- (ii) The documents / photocopies provided with Bid are authentic. In case, any fake / bogus document was found at any stage, LWMC has full right to blacklist our firm / company as per Law / Rules.
- (iii) Affidavit for correctness of information.
- (iv) The Bidder (name) is not blacklisted or subject to any pending litigation with any Government or Public Departments.
- (v) 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

*[Name of the Service Provider/ Bidder/ Supplier]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

## **8.6. Performance Guarantee Form**

*[To be signed & stamped by the Bidder and reproduced on the letterhead as well. To be attached with Technical Bid]*

To:

Lahore Waste Management Company (LWMC)

Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore.

Tel: +92-42-99205153-55, Fax: +92-42-99205156, procurement@lwmc.com.pk

**WHEREAS**

(Name of the Service Provider)

Hereinafter called "the Service Provider" has undertaken, in pursuance of "Invitation to Bid / Tender Notice" for **HIRING OF VEHICLE TRACKING & MANAGEMENT SYSTEM SERVICES FOR LWMC (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER TWO YEARS)**.

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

**AND WHEREAS** we have agreed to give the Service Provider a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Service Provider, 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 Service Provider 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 as specified in BDS / SCC, whichever is later.

**[NAME OF GUARANTOR]**

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Address\_\_\_\_\_

Seal\_\_\_\_\_

### 8.7. Technical Bid Form

*[To be signed & stamped by the Bidder and reproduced on the letter head as well. To be attached with Technical Bid]*

Sr. No.	Item Name	Brand	Make & Model	Quantity	Specifications Dimensions (As per TORS)

**Stamp & Signature of Bidder** \_\_\_\_\_

## 8.8. DRAFT CONTRACT

*[To be signed & stamped by the Bidder and reproduced on the letter head as well. To be attached with Technical Bid]*

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **M/s Lahore Waste Management Company (LWMC)**, a company registered under section 42 of the Companies Ordinance, 1984] (hereinafter called “the Procuring Agency”) on the one part and [name of Service Provider] of [city and country of Service Provider] (hereinafter called “the Service Provider”) on the other part:

WHEREAS the Procuring Agency invited Bids for certain services, viz., ***[HIRING OF VEHICLE TRACKING & MANAGEMENT SYSTEM SERVICES FOR LWMC (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER TWO YEARS)]*** and has accepted a Bid by the Service Provider for the supply of those services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Bid Form and the Price Schedule submitted by the Bidder;
  - (b) The Schedule of Requirements;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) The Procuring Agency’s Notification of Award / Letter of Acceptance.
  - (g) Contract Agreement
  - (h) Complete Bidding Document (Signed & Stamped)
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the services in accordance with the provisions of the Contract and as required under **Section III & VII** Schedule of Requirements.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Service Provider)

## 8.9. Financial Bid Form / Price Schedule

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Sr. No.	Description (Rental Model)	Unit	Qty. (I)	Unit Price Per Device Per Month in PKR (II)	Total Annual Bid Price (III=I*II*12)
1	Vehicle Tracking Device and Service & Maintenance, including the data management (maintenance, live reporting and reporting on demand) (Per Vehicle Per Month charges will be paid to the Company)	VTS Device	3,000*		
<b>Total Bid Price for 12 Months (Inclusive of All Applicable Taxes)</b> [Amounts must coincide with the ones indicated under Total Bid Price in PRICE SCHEDULE 8.9].					
In Words;					

\*Payment will be made on actual number of installation and Actual number of working days of VTS Devices. (In case of NR, if delay observed at Service provider end, deduction will be made).

**The following rates are being taken for requirement in future (if any) which will not be part of Financial Evaluation;**

Sr. No.	Description (Rental Model)	Unit	Qty.	Unit Price Per Device Per Month in PKR
2	Installation, Service, Maintenance of Differential Fuel Flow Meter (DFM)	DFM	01**	

\*\*Payment will be made on actual number of installation and Actual number of working days of DFM Devices.

### Note:

- Evaluation shall be carried out on the basis of Total Bid Price wise and Contract will be awarded to the lowest evaluated bidder / Service provider.
- Unit Rates must be inclusive of all applicable taxes, duties, and charges etc. as per TORs.
- Overwriting, cutting, use of fluid etc. in unit rates are not allowed which may lead to cancelation of bid offered.
- Incomplete or semi filled bid shall be treated as Non-Responsive.

**Stamp & Signature of Bidder** \_\_\_\_\_



### **8.10. Bid Security Form**

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Whereas *[name of the Bidder\_\_\_\_\_]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE we, are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bidder binds itself and its Bank, its successors, and assigns by these presents. Sealed with the Common Seal of the Bidder this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

The Total Bid Security amounting to Rs. \_\_\_\_\_ in shape of “Call Deposit Receipt (CDR) / Bank Guarantee / Demand Draft / Pay Order / Bankers Cheque” of the Bank (Name) \_\_\_\_\_ is attached in accordance with Clause 2.3.6 of the Instructions to Bidders.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
  - (a) Fails or refuses to execute the Contract Form, if required; or
  - (b) Fails or refuses to accept correction of arithmetic errors in Financial Bid; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders & BDS;

We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach to our Bank not later than the above date.

**Stamp & Signature of Bidder \_\_\_\_\_**

## Section IX- Check List

*[To be signed and stamped and presented on Bidder's letterhead]*

The provision of this checklist is essential prerequisite along with submission of tenders (with Technical Proposal).

Sr.	Detail	Yes	No
1	Bidding Document (duly signed & stamped by the authorized representative on each page).  <b>Note:</b> Bidders shall fill the prices in the price schedule of this bidding document and shall submit the original bidding document in the financial bid. However, copy of the bidding document without price schedule will be submitted in the technical bid. Each page of the bidding document must be signed and stamped by the authorized person of the bidder.		
2	<b>2% Bid Security</b> of estimated cost. The Bid security must be submitted along with <b>Technical Bid / Proposal</b> .		
3	Copy of Active Registration with Income Tax Authorities (NTN) at least three years old.		
4	Copy of Active Registration with Punjab Sales Tax Authorities (PRA Required) at least three years old.		
5	Affidavit on Stamp Paper of (Rs.100) that Bidder is not Blacklisted by any Govt. Agency / Firm (As per Form 8.5).		
6	Copy of Audited Financial Statements for the last Three '3' years.		
7	Copy of all documents as per requirement of additional mandatory criteria		
8	Copy of all documents as required against Technical Evaluation Criteria.		

**Stamp & Signature of Bidder** \_\_\_\_\_