



MULTAN WASTE MANAGEMENT COMPANY



**BIDDING DOCUMENTS FOR HIRING OF
THIRD PARTY SERVICES FOR THE PROVISION OF
SECURITY GUARD SERVICES FOR MWMC
HEAD OFFICE AND SITES**

APRIL, 2019

Tender No. MWMC/PRO/0006/19



**Multan Waste Management Company. (MWMC)
768,768-A Mehmood Abad Colony, Near Shell Multan Pump,
Khanewal Road, Multan, Pakistan.
Tel: (+92) 061-9330175
Email: info.procurement@mwmc.com.pk**



MULTAN WASTE MANAGEMENT COMPANY



Table of Contents

1. INVITATION TO BID.....	5
2. TENDER SPECIFIC INSTRUCTION FOR BIDDERS.....	6
3. INSTRUCTIONS TO BIDDERS.....	7
3.1 INTRODUCTION.....	7
3.2 Scope.....	7
3.3 Eligible Bidder.....	8
3.4 Cost of Bidding.....	8
3.5 Joint Ventures.....	8
3.6 Assurance.....	8
4. TERMS AND CONDITIONS OF THE TENDER.....	9
4.1 Definitions.....	9
5. HEADINGS AND TITLES.....	10
6. NOTICES.....	10
7. TENDER SCOPE.....	11
8. TENDER ELIGIBILITY AND QUALIFICATION CRITERIA.....	11
9. TENDER COST.....	12
10. EXAMINATION OF THE BIDDING DOCUMENTS.....	12
11. CLARIFICATION OF THE BIDDING DOCUMENTS.....	12
12. AMENDMENTS OF THE BIDDING DOCUMENTS.....	13
13. PREPARATION / SUBMISSION OF PROPOSAL/TENDER.....	13
14. TENDER PRICE.....	15
15. BID SECURITY (EARNST MONEY).....	15
16. TENDER VALIDITY.....	16
17. MODIFICATION / WITHDRAWAL OF THE TENDER.....	16
18. OPENING OF THE TENDER/BID.....	16
19. CLARIFICATION OF THE TENDER.....	17
20. DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER.....	17
21. CORRECTION OF ERROR / AMENDMENT OF TENDER.....	18
22. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL.....	18
23. REJECTION / ACCEPTANCE OF THE BID.....	19
24. AWARD CTITERIA.....	21
25. ACCEPTANCE LETTER.....	21
26. PERFORMANCE SECURITY.....	21
27. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY.....	22
APPENDIX A.....	23
ANNEXURE-A.....	25
ANNEXURE-B.....	32
ANNEXURE-C.....	33
ANNEXURE-D.....	34
ANNEXURE-E.....	35
ANNEXURE-F.....	36
ANNEXURE-G.....	37
ANNEXURE-H.....	38
ANNEXURE-I.....	39
AGREEMENT.....	41



MULTAN WASTE MANAGEMENT COMPANY



Important Note:

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

In case of any conflict of instructions/provisions herein with the Punjab Procurement Rules, 2014 (“the Rules”), the Rules shall prevail.

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Rules, 2014 This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.



MULTAN WASTE MANAGEMENT COMPANY



1. INVITATION TO BID

HIRING OF THIRD PARTY SERVICES FOR THE PROVISION OF SECURITY GUARD SERVICES FOR MWMC HEAD OFFICE AND SITES

Sealed Bids are invited from firms/sole properties/companies registered with income tax and sales tax Department for **“HIRING OF THIRD PARTY SERVICES FOR THE PROVISION OF SECURITY GUARD SERVICES FOR MWMC HEAD OFFICE AND SITES”**

Interested eligible Bidders may obtain further information from Head of Procurement MWMC and inspect Bidding Documents with Single Stage Two Envelope (SSTE) Procedure (PPRA 2014) at the address given below from **09:00 A:M to 05:00 P:M**. Bidding Document, in the English language, may be purchased by the interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of Pak Pak **Rs. 2,000/-** which should be deposited in **MWMC Bank Account No.6580103321400019, Bank of Punjab, Multan**.

The Single Stage Two Envelope bidding procedure shall be applied. Bids must be delivered to the address below at or before **03:00 P:M APRIL 12, 2019**. Late bids shall be rejected. The bids shall be opened on the same date at **03:30 P:M** in the presence of the Bidders' representatives who choose to attend at the address below. All Bids must be accompanied by a Bid Security of 2% of estimated cost- (Within the limit of 5% as per rule 27 PPRA Rules 2014) in the form of CDR/Bank Guarantee/Demand Draft/Pay Order in favor of Multan Waste Management Company with the Financial Bid, without this, the offer shall be rejected being non-responsive. MWMC will not be responsible for any cost or expense incurred by Bidders about the preparation or delivery of Bids.

Bidding Documents are immediately available after date of publication. Multan Waste Management Company will not be responsible for any cost or expense incurred by Bidders about the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. Bid notice has also been posted on MWMC website (www.mwmc.com.pk). MWMC may reject all the bids subject to relevant provision of Punjab Procurement Rules 2014.

Head of (Procurement & Contracts)

LG & CD, Government of Punjab.

768, 768-A Mehmood Abad Colony, Near Shell Multan Pump, Khanewal Road, Multan

Tel: (+92)061-9330175

Email: info@mwmc.com.pk



MULTAN WASTE MANAGEMENT COMPANY



2. TENDER SPECIFIC INSTRUCTION FOR BIDDERS

1. Procedure for Selection of Contractor/Bidder

As per Rule 12(1), this Tender is being placed online at PPRA's website. According to Rule 38 Single Stage Two Envelopes bidding procedure shall be used for **Hiring of Third Party Services for the Provision of Security Guard Services for MWMC Head Office and Sites.**

2. Bid Security

All Bids must be accompanied by a Bid Security of 2% of estimated cost- (Within the limit of 5% as per rule 27 PPRA Rules 2014) in the form of CDR/Bank Guarantee/Demand Draft/Pay Order in favor of Multan Waste Management Company.

3. Filling of Price Schedule

Each bidder will fill the Price Schedule for all items a bidder wanted to quote the price. Each bidder shall quote the prices as per the requirement.

4. Evaluation of Bids

Bids will be evaluated on composite rate basis.

5. Payments

Payments will be made against delivered goods/items only. The payment will be made within 30 days of invoice submission as per rule 62, PPRA 2014.

6. Sign and Stamp

Bidder is required to stamp every page of the bid document along with signature at the required pages and submit along with the bid.



MULTAN WASTE MANAGEMENT COMPANY



3. INSTRUCTIONS TO BIDDERS

3.1 INTRODUCTION

3.2 Scope

3.2.1 The Client wishes to receive Bids for “**Hiring of Third Party Services for the Provision of Security Guard Services for MWMC Head Office and Sites**” as specified in Technical Specifications attached hereto (hereinafter referred to as “the Services”). Successful bidder shall be an independent service provider liable and able to provide all the Services including transportation of the material to the site. All arrangements will be the responsibility of the successful bidder.

3.2.2 The bid is to be completed and submitted to the Client in accordance with these instructions to Bidders and relevant rules/regulations.

3.2.3 The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document **Clause regarding “Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender”** for making their bids substantially responsive to the requirements of the Bidding Document. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Client. Neither any time schedule, nor financial adjustments arising thereof shall be permitted because failure by the Bidder. The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Client will be permitted throughout the period of completion of the contract. The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Client.



MULTAN WASTE MANAGEMENT COMPANY



3.3 Eligible Bidder

The invitation for Bid is open to all the contractors as per PPRA Rules 2014, Chapter 1, General Provisions and definition of contractors registered with Income and Sales Tax Department.

3.4 Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will not be responsible or liable for those costs.

3.5 Joint Ventures

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

- a) The Bid, and in case of successful Bid, the Contract form, shall be signed by all the JV partners so as to be legally binding on all the partners;
- b) One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the JV partners;
- c) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- d) All JV partners of the joint venture shall be liable jointly for execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above, as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and
- e) A copy of the JV agreement entered into the joint venture must be provided by the joint venture partners and shall be submitted with the Bid.

3.6 Assurance

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite Services, within the time as mutually agreed in the agreement



MULTAN WASTE MANAGEMENT COMPANY



4. TERMS AND CONDITIONS OF THE TENDER

4.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

- A. "Authorized Representative" means any representative appointed, from Time to time, by the Client, the Purchaser or the Contractor.
- B. "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- C. "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Goods/Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- D. "Bidder/Tenderer" means the interested Firm/ Company/ Supplier/ Distributors that may provide or provides related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- E. "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- F. "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- G. "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- H. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations
- I. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- J. "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract. 3.12 "Day" means calendar day.
- K. "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, Any defects and damages in Goods and Services provided under the Contract.



MULTAN WASTE MANAGEMENT COMPANY



- L. "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- M. "Goods" means hardware, equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- N. "Services" means security services, consultancy services, and allied services and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- O. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- P. "Prescribed" means prescribed in the Bidding Document.
- Q. "Purchaser or Client" means the Multan Waste Management Company or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- R. "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

5. HEADINGS AND TITLES

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

6. NOTICES

6.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

6.1.1 in writing;

6.1.2 issued within reasonable time;



MULTAN WASTE MANAGEMENT COMPANY



6.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

6.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", Shall be construed accordingly.

7. TENDER SCOPE

Multan Waste Management Company (hereinafter referred to as "the Purchaser") invites / requests Bids (hereinafter referred to as "the Tenders") for **Hiring of Third Party Services for the Provision of Security Guard Services for MWMC Head Office and Sites** (hereinafter referred to as "the Goods or Services"). Contractor will be responsible for delivering items and services available to the purchaser, installation and deployment of all required facilities/ services or related items and maintenance of the same till the validity of warranty.

The detailed Scope of Work available at Annex-A.

8. TENDER ELIGIBILITY AND QUALIFICATION CRITERIA

8.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

8.1.1 Has a registered incorporated company/firm in Pakistan with relevant business experience of least one (3) year as;

8.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);

8.1.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);

8.1.4 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;

8.1.5 has the required relevant qualified personnel and enough strength to fulfil the requirement of assignment;

8.1.6 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

8.1.7 Goods and Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.



MULTAN WASTE MANAGEMENT COMPANY



- a) "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
- b) "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

The Detailed Technical Evaluation Criteria is attached at Appendix-A.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

9. TENDER COST

The Tenderer/ Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser or Client shall in no case be responsible / liable for those costs / expenses.

10. EXAMINATION OF THE BIDDING DOCUMENTS

The Tenderer/ Bidder is expected to examine the Bidding Document, including all instructions and terms and conditions.

11. CLARIFICATION OF THE BIDDING DOCUMENTS

The Tenderer/ Bidder may require further information or clarification of the Bidding Document, within five (5) calendar days of issuance of Bidding/Tender in writing. The clarification and its replies will be shared with all prospective bidders. Bidders should note that during the period from the receipt of the bid and until further notice from the Procurement Department given herein this document, all queries should be communicated via the Procurement Department and in writing (e.g. e-mail & letter) only. In the case of an urgent situation where the Procurement Department cannot be contacted, the bidder may alternatively direct their enquiries through the Head of Procurement.

Head of (Procurement & Contracts)

LG & CD, Government of Punjab.

768, 768-A Mehmood Abad Colony, Near Shell Multan Pump, Khanewal Road, Multan

Tel: (+92)061-9330175

Email: info@mwmc.com.pk



MULTAN WASTE MANAGEMENT COMPANY



12. AMENDMENTS OF THE BIDDING DOCUMENTS

- 12.1 The Purchaser/Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on the Bidder(s).
- 12.2 The Purchaser/Client shall notify the amendment(s) in writing to the prospective Tenderers/Bidders as per Punjab Procurement Rules, 2014.
- 12.3 The Purchaser/Client may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

13. PREPARATION / SUBMISSION OF PROPOSAL/TENDER

- 13.1 The tenderer/bidder must bid for all the required services.
- 13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender
- 13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 13.4 The Tender shall consist of proposals in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 13.5 Proposal shall comprise the following:
 - 13.5.1 Proposal Form
 - 13.5.2 Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/tender document has been satisfactorily vetted) and Affidavit (Integrity Pact)
 - 13.5.3 Covering letter duly signed and stamped by authorized representative



MULTAN WASTE MANAGEMENT COMPANY



- 13.5.4 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan
- 13.5.5 Evidence of eligibility of the Bidder/Tenderer and the Services
- 13.5.6 Evidence of conformity of the Services to the Bidding/Tender Document
- 13.5.7 List of firm's major clientele
- 13.5.8 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- 13.5.9 Valid Registration Certificate for Income Tax & Sales Tax
- 13.5.10 Power of Attorney, if an authorized representative is appointed
- 13.5.11 Price Schedule
- 13.5.12 Bid Security as per provisions of the clause Bid Security of this document.
- 13.6 The Bidder/Tenderer shall seal the Original Proposal in an envelope duly marked as under:
- Original Tender for
- Tender Name. [Name of Tender] Tender No.
- [Name of the Client/Purchaser]
- [Address of the Client/Purchaser]
- [Name of the Bidder/Tenderer]
- [Address of the Bidder/Tenderer]
- [Phone No. of the Bidder/Tenderer]
- 13.7 The Bidder/Tenderer shall enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.8 The Bidder/Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Client/Purchaser's office, during office hours, up to due date and time.
- 13.9 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the bidder/tenderer.



MULTAN WASTE MANAGEMENT COMPANY



14. TENDER PRICE

14.1 The quoted price shall be:

14.1.1 in Pak Rupees;

14.1.2 Inclusive of all taxes, duties, levies, insurance, freight, etc.

14.1.3 Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

14.1.4 Including all charges up to the delivery point at Head Office or Site Designated by MWMC in Punjab (if required).

14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

14.3 Where no prices are entered against any item(s), the price of that item shall be deemed to be free of charge, and no separate payment shall be made for that item(s).

15. BID SECURITY (EARNST MONEY)

15.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:

15.1.1 for an amount equivalent to 2% of estimated cost.-

15.1.2 Denominated in Pak Rupees;

15.1.3 as part of financial bid envelope, failing which will cause rejection of bid.

15.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

15.1.5 Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

15.2.1 If the Tenderer/Bidders withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

15.2.2 If the Tenderer/Bidders does not accept the corrections of his Total Tender Price; or



MULTAN WASTE MANAGEMENT COMPANY



15.2.3 If the Tenderer/Bidders, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Document.

15.3 The Bid security shall be returned to the technically unsuccessful Tenderer/Bidders with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

16.TENDER VALIDITY

The Bidder/Tender shall have a minimum validity period of (120) days from the last date for submission of the Tender. The Purchaser/Client may solicit the Bidder/Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17.MODIFICATION / WITHDRAWAL OF THE TENDER

17.1 The Bidder/Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

18.OPENING OF THE TENDER/BID

18.1 **Tenders shall be opened at 1530 hours on the last date of submission of bids i.e. 12 April, 2019**, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day. **The proposal will be returned if received after 1500 hours on April 12, 2019.**



MULTAN WASTE MANAGEMENT COMPANY



- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

19. CLARIFICATION OF THE TENDER

The Client/Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder/Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the client/purchaser.

20. DETERMINATION OF RESPONSIVENESS OF THE BID/TENDER

- 20.1 The Client/Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 20.1.1 meets the eligibility criteria given herein this tender document for the Services;
 - 20.1.2 meets the Technical Specifications for the Goods/Works/Services;
 - 20.1.3 meets the delivery period / point for the Services;
 - 20.1.4 in compliance with the rate and limit of liquidated damages;
 - 20.1.5 Offers fixed price quotations for the Services, whereby no optional offer / bid or price is allowed;
 - 20.1.6 Is accompanied by the required Bid Security as part of financial bid envelope;
 - 20.1.7 compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
 - 20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods/Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.



MULTAN WASTE MANAGEMENT COMPANY



- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

21. CORRECTION OF ERROR / AMENDMENT OF TENDER

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 21.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
- 21.1.2 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 21.1.3 If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

- 22.1 The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.



MULTAN WASTE MANAGEMENT COMPANY



The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / support services will be rejected.

22.2 The Eligible/Technically Qualified Bidders alone will be considered for further evaluation.

The detailed evaluation criteria is mentioned below at Appendix-A.

Note: Verifiable documentary proof for all above requirements is mandatory.

22.3 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

22.3.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

22.3.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

22.3.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

22.4 The Client/Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent.

23. REJECTION / ACCEPTANCE OF THE BID

23.1 The Client/Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The

Purchaser may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request, communicate to any bidder, the grounds for its rejection of all bids or



MULTAN WASTE MANAGEMENT COMPANY



proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

23.2 The Bidder/Tender shall be rejected if it is:

- 23.2.1 Substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 23.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 23.2.3 Incomplete, partial, conditional, alternative, late; or
- 23.2.4 Relevant bid security is not submitted;
- 23.2.5 Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 23.2.6 The Tenderer refuses to accept the corrected Total Tender Price; or
- 23.2.7 The Tenderer has conflict of interest with the Purchaser; or
- 23.2.8 The Tenderer tries to influence the Tender evaluation / Contract award; or
- 23.2.9 The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 23.2.10 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 23.2.11 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 23.2.12 the tenderer has been blacklisted by any public or private sector organization;
- 23.2.13 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 23.2.14 The tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.



MULTAN WASTE MANAGEMENT COMPANY



- 23.2.15 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 23.2.16 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 23.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 23.2.18 If the rates quoted by vender are not workable or on higher side etc.

24.AWARD CTITERIA

The eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this Bidding Document fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities.

25.ACCEPTANCE LETTER

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

26.PERFORMANCE SECURITY

- 26.1 The successful Tenderer/The Contractor shall furnish Performance Security as under:
- 26.1.1 within twenty-eight (28) days of the receipt of the Acceptance Letter from the Client/Purchaser;
- 26.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Bidding/Tender Document;
- 26.1.3 for a sum equivalent to 5% of the contract value;



MULTAN WASTE MANAGEMENT COMPANY



- 26.1.4 Denominated in Pak Rupees;
- 26.1.5 Have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 26.2 The Performance Security shall be payable to the Client / Purchaser, on occurrence of any / all of the following conditions:
- 26.2.1 If the Contractor commits a default under the Contract;
- 26.2.2 If the Contractor fails to fulfill the obligations under the Contract;
- 26.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 26.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
- 26.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

27. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

- 27.1 The Client/Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 27.2 Any bidder feeling aggrieved by any act of the Client/Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 27.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.



MULTAN WASTE MANAGEMENT COMPANY



- 27.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 27.5 Any bidder not satisfied with the decision of the committee of the Client/Purchaser may lodge an appeal in the relevant court of jurisdiction.

APPENDIX A

Sr. No	Qualification Requirements/ Knock Down Criteria	MANDATORY
1	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	
2	Minimum 3 years of holding License as Security Company	
3	Must be affiliated with all Pakistan Security Agencies Association (APSAA)	
4	Valid NTN, GST Holder (The bidder must be an active tax payer of FBR, Compliance Level should be 100%)	
5	An undertaking (as per attached format) must be provided on 100 Rupees Judicial Stamp paper that the participating company is not black listed in any Government /Semi Government Organization. Through this Supplier/Vendor shall also certify that they have no case/litigation pending in any court of law in Pakistan	
6	An average annual sale of Rs. 3 million	
7	Compliance to the technical specifications of Goods/services and related items to be procured mentioned vide Annex-A of this document.	



MULTAN WASTE MANAGEMENT COMPANY



Technical Weightage Criteria

The Criteria for evaluation of Technical Proposals is as follow:

Sr. No.	Technical Evaluation Criteria	Maximum Points	Required Documents
1	Establishment of Security Company- Over 3 Years	25	Holding valid license from Ministry of interior or home office Punjab
2	Bank certificate not over 6 months old confirming annual credit turnover of at least PKR 2 Million	10	Valid Proof
3	Projects: Hospital, Bank, Departments / Organizations (Govt. /Autonomous) (5 marks for each Project) (5 x 5)	25	Valid Proof
4	Own or affiliation of relevant Training School	15	Copy of registration of school or any other evidence
5	Total Nos. of guards	25	List of Total Nos. of Hired Guards on letter head paid with signature & stamp.
	300 or above (ex-forces) trained and equipped guards (25)	25	
	200 to 299 (20)	20	
	100 to 199 (15)	10	
	Total Score	100	

- Bidders achieving minimum overall 65 marks will be considered only.
- Among technically qualified bidders, the lowest quoted bidder will win the contract.
- **The Bids will straightforwardly be rejected in case of noncompliance with the technical specifications**
- **The Bids will also be rejected in case of non-submission of any document which is required under these bidding documents.**



ANNEXURE-A

TECHNICAL SPECIFICATIONS/ SCOPE OF WORK

- ↗ **Company** shall provide licensed weapons not on shared basis (each weapon contain separate license).
 - ↗ **Guards** shall be physically fit, trained from APSAA/Ex-Army, height of Guards not less than 5'7" and age of guards shall be 35-50 years.
 - ↗ **Uniform** shall be complete in all respect and suitable to wear in all climates, company shall ensure that the guards are proper and presentable.
 - ↗ **Company** will be responsible to replace/restrict/rotate guards upon prior approval of MWMC within 24 Hrs. (Correspondence in this regard mandatory i.e. email, fax or letter).
 - ↗ **Charter** of duty and liability of guards and company in case of damage or loss towards MWMC property/ assets.
 - ↗ **All Security** Guards should trained and capable to handle the weapons.
 - ↗ **All Guards** shall be equipped with weapons and metal detectors (as required or directed by MWMC).
 - ↗ **Physical** fitness certificates from any government hospital must be provided before the deployment of guards at site.
 - ↗ **All Guards** must display identity cards during duty hours (as required by MWMC).
 - ↗ **Complementary** supervisors at all three sites.
 - ↗ **Police/special** branch clearance of deputed guards to be provided by the company.
 - ↗ **Company** shall provide movement orders of guards deputed at MWMC before 6 hrs.
 - ↗ **Any** other formality/documents that may be required by MWMC.
 - ↗ **Way** of communication can be made through courier, registered mail, telex, email or facsimile.
 - ↗ **The** company has all its resources under one roof which include a full-fledged Training School, Technical Equipment, Weapons etc.
 - ↗ **The** guards employed by company must all ex-servicemen of exemplary character, their antecedent duly verified from their army unit, places of residences, and from Police and National Database Registration Authority. (NADRA)
- I. The Service Provider shall provide, render and ensure Security Services as assigned by the institute on round-the-clock basis, 24 hours per day, 7 days per week including Sundays and public holidays. The Service Provider shall be required to perform all necessary security services and duties as outlined in this Scope of Work. Unless directed by MMC the requirements of this Scope of Work shall continue uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental).



MULTAN WASTE MANAGEMENT COMPANY



- II. The Service Provider must be a registered company, shall have a good reputation, standing, requisite experience, expertise and professional reputation for performing similar job / assignments and should not be on the defaulters or negative list of any statutory / regulatory body / authority.
- III. The Service Provider shall abide by all the rules and regulations laid down by MWMC. The scope of services includes, but not limited to, the following duties:
- a. Control unauthorized access to MWMC offices and depots territory.
 - b. Check entry and exit of the personnel, If required screen / inspect their baggage, conduct body check (with the metal detector) to identify and take away suspicious, flammable stuff. Perform suppression and removal of the invaders, demonstrators and unauthorized entrants.
 - c. Safeguard the property against theft, damage and misuse. The damage shall include setting up of banners, posters, advertisements, graffiti etc.
 - d. In case of any theft/ trespassing/Unauthorized access or any other act that is under non-compliance of the MWMC rules and regulations, the Service Provider may be delegated the power to impose and collect fines as per MWMC Rules and Regulations from the offender or hold, retain and hand over the offender to police as per case demand. The Service Provider will also help the company in lodging FIR with Police, if required.
 - e. Recognize and respond to security threats or breaches.
 - f. Recognize and respond to emergency situations and safety hazards such as fire, power outages, medical emergencies, accidents, short circuits.
 - g. Maintain log of all security violations and report occurrences to the Company as quickly as possible considering the nature of the violation; h. The Service Provider shall patrol the premises from outside and inside as required by this contract or as directed by the Authority to prevent trespassing, vandalism, and sabotage, catch a vehicle, etc.
 - i. Monitor and provide information about public events or other activities in the geographic area that may impact MWMC Operations
 - j. Perform monitoring and reporting of breach/breakage into premises of MWMC.
 - k. Provide evidence of Security Staff attendance on monthly basis with the bill/Invoice.
 - l. Service Provider will supply all the staff necessary to complete the duties of this contract. The service provider will carry out the work in a professional manner and to the satisfaction of the MWMC and will perform all services with qualified staff.
 - m. The client has right to increase or decrease the number of security guards before award of contract and during the contract period.
 - n. The Service Provider will be responsible for seeing that regular supervision is maintained over all working personnel by taking action on and responding to performance concerns. It is his responsibility to see that all their



MULTAN WASTE MANAGEMENT COMPANY



activities are properly coordinated with the MWMC operations and modify assignments as required.

o. The MWMC reserves the right to modify this coverage as deemed appropriate to meet its needs.

p. The Service Provider is responsible for providing and maintaining any related transportation needs.

q. The Service Provider shall be responsible for all acts done by the personnel engaged by it. The Service Provider shall at all-time use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that all its personnel are aware of the code of conduct governing the services including the Security Services. The Service Provider or its personnel shall not at any time do, cause or permit any nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the passengers. The Service Provider shall provide appropriate and necessary management and supervision for all of his employees and shall be solely responsible for instituting and invoking disciplinary action against employees not in compliance with company rules and regulations, and instructions.

r. The Service Provider will ensure proper License / permission, authorization, approval and consent including registrations, all applicable permits including all statutory and regulatory approvals from the concerned authorities, wherever applicable, in order to perform security services. The Service Provider shall obtain compliance with all the Applicable Laws, Rules and Regulations, which are applicable to the Service Provider or personnel deputed by him and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation.

s. An authorized representative of the Service Provider shall ensure his/her presence at a short notice when required by the MWMC.

GENERAL CONDITIONS OF THE CONTRACT

a. No employee has connections to criminal activity or criminals.

b. Neither the security service provider, nor any security guards employed by them may conduct investigation into criminal matters or conduct any law enforcement activity.

c. Security service provider and security guards employed by them must at all times follow the instructions of law enforcement agencies.

d. The management of security service provider is responsible for immediately informing the MWMC if any of its employees performing duty at MWMC has been arrested.



MULTAN WASTE MANAGEMENT COMPANY



- e. All security guards are to be uniformed. The security services provider must have their uniform approved by the competent authority. The uniform must not be similar in appearance to police, military or paramilitary uniform.
- f. In order to carry the equipment items, individual security guards must receive guard training from APSAA.
- g. All employees are required to be an identity permit issued by the security service provider. The identity contains the following information.
- i. Security Guard full name
 - ii. Date of birth
 - iii. NIC No
 - iv. Photograph
 - v. Name of security service provider
 - vi. Card Expiry date
- h. The new employee can not engage in providing security of any type, for any reason, until the employee receives his identity permit.
- i. The Service Provider shall not sub-contract any of its responsibilities contained in this Agreement to any sub agent or subcontractor without prior written permission of the MWMC, and if MWMC gives such written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and / or liabilities and the Service Provider shall be fully responsible for all acts and omissions of its sub- contractors or sub agents.
- j. The Service Provider shall be responsible for the confidentiality of the information. The Service Provider shall take and must have mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the security plans, in relation to this Agreement or the Security Services. Neither the Service Provider nor any of its employees/agents shall discuss nor disclose verbally or in writing any information regarding any of the internal security operations with any uninvolved persons or agencies without prior written approval from the company.
- k. The Service Provider is responsible for the medical and accident insurance of its staff, payment of all dues like social security, EOBI. MWMC shall not accept any responsibility of the designated security personnel in the event of death, injury, disablement or illness that may take place while performing/executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the Service Provider.
- l. The Service Provider shall ensure that it does not engage or continue to engage any person with criminal record / conviction or otherwise undesirable persons



MULTAN WASTE MANAGEMENT COMPANY



and shall bar such person from participating directly or indirectly in the provision of Security Services.

m. The Service Provider shall be liable to the penalty for any loss incurred or suffered / any damage caused to movable or immovable property of the MWMC, on account of delayed, deficient or inadequate Security Services, or interruption in the Security Services for reasons directly and solely attributable to the Service Provider.

n. The Security Services of the Service Provider shall be reviewed on regular basis or as decided by the MWMC. The Service Provider shall be liable to penalty if the Security Services are found to be deficient, sub-standard and not as per the terms and conditions of the Agreement.

o. The Service Provider shall agree to remove from the site, whenever required to do so by the Authority, any employee considered by the company to be unsatisfactory or undesirable, within 24hrs.

p. The service provider shall provide detailed Execution plan, Methodology within 1 week of signing of contract.

q. The service provider personnel shall not enter company premises without valid service provider duty card.

r. The Service Provider shall ensure hiring, training and administration of motivated and professional employees that meet or exceed the MWMC expectations.

s. The Service Provider's staff appearance will be influential in creating a good image of MWMC. Their appearance shall set a good example. The Service Provider shall ensure that guard personnel at all times present a neat and clean appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.

t. All Security Guards assigned must be alert, punctual, physically fit, in good health, without physical/mental abnormalities/defects which could interfere with the performance of his/her duties including good vision without color blindness. They should possess good physique, necessary skills, knowledge, expertise and experience to satisfy the requirements of the security work involved. They should not be suffering from any contagious/major diseases.

u. Duty time shall be 12HRS/ Shift.

v. The age limit of security guard shall be from 35 to 50 years, height not less than 5' 7" and Security Provider shall ensure Ex- Army/APSAA trained Armed Security Guards as required by MWMC.

w. The Service Provider shall ensure that none of his personnel report in drunken state or consume drugs, prohibited substances, etc., while on duty.

x. Security personnel shall, at all times, be polite, courteous, respectful and responsive to visitors, company officers, other service providers etc.

y. No security personnel shall leave premises assigned, unless properly relieved by the next security personnel. The security posts/places shall not be left unmanned at any time during the period of the contract.

z. If the assigned officer does not report on time the Contractor is required to send a replacement officer immediately, without jeopardizing the security.

aa. During non-operational hours, the Security Personnel will check all doors to ensure that they are locked, inspect all areas by turning on a minimum number of lights, check for open windows, running or dripping water.



MULTAN WASTE MANAGEMENT COMPANY



bb. The Security Personnel shall take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the security force. They shall comply with inspection rounds requirements.

Sr.No	Description	Quantity
1	Security Guards for MWMC Head Office and Sites	12

USE OF FORCE

A security guard shall only use force when it is essential to the performance of their duties. Security guards must be aware that they may be held personally accountable for the excessive or inappropriate use of force in the performance of their duties. If a security guard uses any force, the circumstances must be reported to the law enforcement authorities who may conduct investigation to determination whether the force was or was not justified. The institute shall not be held responsible in such situation.

KEY SERVICE-LEVEL PARAMETERS

In case of non-performance of the service provider for scope of work/responsibility or its obligation, a maximum deduction of 10 % (ten percent) of the annual contract value will be made. If the cumulative amount of such fines exceeds 10 % of the annual contract value, then it shall be considered as event of default on part of the service provider.

DURATION OF CONTRACT

The duration of the contract is One (1) Year, which can mutually be extendable for further term of one year.



MULTAN WASTE MANAGEMENT COMPANY



ANNEXURE-B

Proposal Submission Form

Head of Procurement

Multan Waste Management Company
768-768A, Mehmoodabad Colony, Khanewal Road, Multan.

Subject: Hiring of Third Party Services for the Provision of Security Guard Services for MWMC Head Office and Sites

Dear Sir,

- A. Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- B. We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- C. We agree to abide by this proposal for the period of 90 days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- D. We agree to execute a contract in the form to be communicated by the MWMC incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- E. We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal



MULTAN WASTE MANAGEMENT COMPANY



ANNEXURE-C

Financial Proposal Submission Form

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Bidding Documents No. _____ dated _(insert date)_. Our attached Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Bidding Documents.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bidding Document.

We understand you are not bound to accept any Bidding Documents you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address



ANNEXURE-D

Price Schedule/ Financial Cost Sheet

Security Guards					
Sr. No.	Item Description	Unit	Qty	Amount (Rs)	Total Cost (Rs)
				Per Person	
1	<i>Per Guard Rate (Retired Army Men/APSAA TRAINED) – Head Office</i>	<i>Person</i>	12		
	Total				

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

Note:

- Evaluation shall be done on composite rate Basis.
- Overwriting, cutting, use of fluid etc., 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 _____



MULTAN WASTE MANAGEMENT COMPANY



ANNEXURE-E

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

this ____ day of _____ 2019
For _____

(Signature)
(Name, Designation and Address)

Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:



MULTAN WASTE MANAGEMENT COMPANY



ANNEXURE-F

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2019

Signature (Company Seal) _____

In the capacity of Duly authorized to sign bids for and on behalf of



ANNEXURE-G

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

We _ (Name of the bidder / supplier) _ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / Representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support. [The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty / support.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

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

_____ Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__



MULTAN WASTE MANAGEMENT COMPANY



ANNEXURE-H

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____, Tender No. _____, (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____ day of 2019.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____



ANNEXURE-I

PERFORMANCE SECURITY

BANK GUARANTEE

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement Date:

(Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. _____, Tender No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. _____ (5% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.



MULTAN WASTE MANAGEMENT COMPANY



This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this _____ day of 2019.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____



MULTAN WASTE MANAGEMENT COMPANY



AGREEMENT

Contract Title:

[Name of Contractor]

Dated:



MULTAN WASTE MANAGEMENT COMPANY



TABLE OF CONTENTS

- I. Agreement
- II. General Conditions of Contract
 - i. Contract
 - ii. Contract Duration
 - iii. Contract Documents and Information
 - iv. Contract Language
 - v. Standards
 - vi. Commercial Availability
 - vii. Patent Right
- viii. Execution Schedule
- ix. Packing
- x. Delivery
- xi. Payment
- xii. Price
- xiii. Contract Amendment
- xiv. Assignment / Subcontract
- xv. Extensions in time for performance of obligations under the Contract
- xvi. Liquidated Damages
- xvii. Blacklisting
- xviii. Termination for Default
- xix. Termination for Insolvency
- xx. Termination for Convenience
- xxi. Force Majeure
- xxii. Dispute Resolution
- xxiii. Statutes and Regulations
- xxiv. Taxes and Duties
- xxv. Contract Cost
- xxvi. The Client
- xxvii. Authorized Representative
- xxviii. Waiver



MULTAN WASTE MANAGEMENT COMPANY



This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Multan waste Management Company (the “Client”)**, on the one part, and

[full legal name of Contractor], on the other part severally liable to the Client for all the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- (a) The MWMC intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the supply of material as described in the contract.
- (b) The Client has requested the Contractor to provide certain supply of material as described in Tender Document; and
- (c) The Contractor, agreed to provide such supply on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Client to supply the material and to remedy defects therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Client to the Contractor.
2. The Client hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the material.
3. The following shall be deemed to form and be read and construct as part of this Contract:



MULTAN WASTE MANAGEMENT COMPANY



- a. Letter of Acceptance
- b. Work Order/Purchase Order
- c. The Bidding Document
- d. Bidder's Proposal
- e. Terms and Conditions of the Contract
- f. Special Stipulations
- g. The Technical Specifications
- h. Price Schedule
- i. Performance Security
- j. Any Standard Clause acceptable for Client

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS, whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

FOR MWMC

Signature:

Name:

Witnessed By:

WITNESSES

Signature

Name

CNIC

Designation

FOR CONTRACTOR

Signature:

Name:

Witnessed By:

Signature

Name

CNIC

Designation



MULTAN WASTE MANAGEMENT COMPANY



General Conditions of Draft Contract

i. Contract

The Client shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Bidding Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.

ii. Contract Duration

The duration of Framework Contract shall be for the period till June 30, 2017, starting from the date of issuance of Letter of Acceptance.

iii. Contract Documents and Information

The Contractor shall not, without the Client's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Client in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

iv. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Client, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

v. Standards

The Goods / Items / Services provided under this Contract shall conform to the authoritative latest industry standards.

vi. Commercial Availability

The Goods/items supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods/items shall have been sold under two separate contracts by manufacturer globally.



MULTAN WASTE MANAGEMENT COMPANY



vii. Patent Right

The Contractor shall indemnify and hold the Client harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/items or Service or any part thereof.

viii. Execution Schedule

Order for material will be placed two days before the requirement through written intimation(s) by concerned technical team, after the issuance of Letter of Acceptance.

ix. Packing

The Contractor shall provide such packing of the Goods/Items/Services as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

x. Delivery

- a) The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable Goods/Items with any associated/relevant documentation. The approach shall address shipment of deliverables to the various designated sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods/Item at designated points, as specified by the Client at the time of delivery.
- b) The Goods/Items shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.



MULTAN WASTE MANAGEMENT COMPANY



- c) The Contractor shall ensure that the Goods shall be delivered complete.

If it shall appear to the Client that the Goods have been or are likely to be delayed because of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

- d) The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract.

xi. Payment

- a) The Contractor shall provide all necessary supporting documents along with invoice.
- b) The Contractor shall submit an Application for Payment, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods/Items/Services supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any
- c) The Client shall get verified the details of Goods/Items/Services delivered against the invoice and Payment shall be made on complete delivery of Goods/Items/Services after issuance



MULTAN WASTE MANAGEMENT COMPANY



of satisfactory certificate by concerned team, as per details given in the Letter of Acceptance / Purchase Order.

- d) The Client shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial delivers. The Client shall make payment for the Goods supplied, the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.
- e) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

xii. Price

The Contractor shall not charge prices for the Goods/Items, the provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

xiii. Contract Amendment

- a) The Client may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- b) The Contractor shall not execute any Change until and unless the Client has allowed the said Change, by written order served on the Contractor.
- c) The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- d) No variation in or modification in the Contract shall be made, except by written amendment signed by both the Client and the Contractor.

xiv. Assignment / Subcontract



MULTAN WASTE MANAGEMENT COMPANY



- a) The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- b) The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

xv. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Client with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Client shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

xvi. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods/ Items/Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the



MULTAN WASTE MANAGEMENT COMPANY



amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

xvii. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Client may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and MWMC Procurement Manual.

xviii. Termination for Default

- a) If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- b) If the Client terminates the Contract for default, in whole or in part, the Client may procure, upon such terms and conditions and in such



MULTAN WASTE MANAGEMENT COMPANY



manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Client for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

xix. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Client may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

xx. Termination for Convenience

- a) The Client may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- b) The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Client may elect:
 - c) to have any portion thereof completed and delivered; and/or
 - d) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit

xxi. Force Majeure

- a) For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract / Letter of Acceptance impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes



MULTAN WASTE MANAGEMENT COMPANY



between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Multan, Pakistan. The award shall be final and binding on the parties.

- b) The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance /discharge of obligations under the Contract / Letter of Acceptance is the result of an event of Force Majeure.
- c) If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Client in writing, The Contractor shall continue to perform under the Contract / Letter of Acceptance as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) Force Majeure shall not include
 - (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor
 - (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract / Letter of Acceptance and (B) avoid or overcome in the carrying out of its obligations here under
- e) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

xxii. Dispute Resolution

- a) The Client and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract / Letter of Acceptance.



MULTAN WASTE MANAGEMENT COMPANY



- b) If, after thirty working days, from the commencement of such informal negotiations, the Client and the Contractor have been unable to amicably resolve a Contract / Letter of Acceptance dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators

selected in accordance with said Law. The place for arbitration shall be Multan, Pakistan. The award shall be final and binding on the parties.

xxiii. Statutes and Regulations

- a) The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan.
- b) The Contractor shall, in all matters arising in the performance of the Contract/ Letter of Acceptance, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same.
- c) The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

xxiv. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

xxv. Contract Cost



MULTAN WASTE MANAGEMENT COMPANY



The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Client shall in no case be responsible / liable for those costs

/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

xxvi. The Client

- a) The Client shall only carry out such duties and exercise such authority as specified in the Contract/ Letter of Acceptance. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract/ Letter of Acceptance, except as expressly stated in the Contract.
- b) The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- c) The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

xxvii. Authorized Representative

- a) The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- b) The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.
- c) Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- d) Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- e) Notwithstanding Clause 53.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such



MULTAN WASTE MANAGEMENT COMPANY



Goods or Services or Works and to give instructions for the rectification thereof.

- f) If the Contractor questions any decision or instruction of the Authorized Representative of the Client/ the Client, the Contractor may refer the matter to the Client/ the Client who shall confirm, reverse or vary such decision or instruction.

xxviii. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract/ Letter of Acceptance, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.



MULTAN WASTE MANAGEMENT COMPANY



Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) as under: in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; for PKR 158,000; denominated in Pak Rupees; Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
Delivery Period	Order for material will be placed two days before the requirement through written intimation(s) by concerned technical team, after the issuance of Letter of Acceptance.
Liquidated damages for failure / delay in supply of Goods / Items by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Client may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.