



MULTAN WASTE MANGEMENT COMPANY



PRE-QUALIFICATION DOCUMENT

PRE-QUALIFICATION OF FIRMS/ CONTRACTORS/ INDIVIDUALS

FOR

**PURCHASE OF SPARE PARTS & SERVICES FOR R&M OF
OPERATIONAL/ EXECUTIVE FLEET.**

Procurement No. 35

In line with PPRA Rules 2014

Start Date: 01-August-2022

End Date: August 15, 2022

Address:

Manager Procurement & Contracts

Multan Waste Management Company (MWMC),

Property No.275/RB, Ward No. X-EX, Shams Abad Colony, Near Chungi No,09/Water
Filtration Plant, Multan.

Tel: 061-9330175

Email: info.procurement@mwmc.com.pk



MULTAN WASTE MANGEMENT COMPANY



INVITATION FOR PRE-QUALIFICATION

1-August-2022

1. Multan Waste Management Company (MWMC), Government of the Punjab, invites sealed application from eligible bidders, for the following;

Sr. No.	Description
1.	PRE-QUALIFICATION FOR PURCHASE OF SPARE PARTS & SERVICES FOR R&M OF OPERATIONAL/ EXECUTIVE FLEET FOR MWMC FOR A PERIOD OF ONE YEAR.

2. Pre-qualification shall be conducted as per procedures specified in PPRA Rules 2014 and is open to all eligible bidders as defined in the pre-qualification document
3. Interested eligible bidders may obtain bidding documents and further information from the office of MWMC after written submission of application in the name of Manager Procurement & Contracts MWMC, MWMC at the cost of Rs. 2,000/- (Non-Refundable), to be deposited in “The Bank of Punjab (Any Branch)” in the Account titled “Multan Waste Management Company”, A/c # 6580103321400019, during office hours or can be accessed online at, www.MWMC.com.pk. Late Proposals will be rejected. Bids of only those bidders will be entertained who purchased the Tender document.
4. Sealed applications must be delivered to the above office on or before 11:00 AM on August 15, 2022.
5. Applications will be opened in the presence of bidders’ representatives who choose to attend at 11:30 AM in the office of MWMC, on the same date i.e August 15, 2022. (with original CNICs of bidders/representatives).

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INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF THE PREQUALIFICATION DOCUMENTS

1. The applicants must fill all the annexed forms of this pre-qualification document and attach supporting document, where required.
2. The Quotations will be invited from Pre-Qualified Suppliers/ Contractors/ Individuals for the 'Provision of Spares & Services for Operational Fleet, (As and when required by MWMC) as per PPRA Rules 2014
3. The payment will be made within thirty (30) days after submission of Invoice
4. The delivery shall be made by the contractor on the receipt of Purchase Order
5. Incomplete applications, those received after closing date and time, will not be entertained
6. Contract will be signed with pre-qualified firms/contractors (the draft contract is attached)
7. MWMC reserves the right to reject all applications for Pre-Qualification at any time prior to the acceptance of Application
8. MWMC reserves the right to annul the Pre-Qualification of Firms at any time
9. The applicants whose provide false information will be rejected/ disqualified
10. MWMC employees (Officials/ Officers) as well as their blood relatives are not eligible to participate for prequalification

Bidder's Stamp	Signature



MULTAN WASTE MANGEMENT COMPANY



EVALUATION CRITERIA

The applicants shall be evaluated on the below mentioned criteria: -

1. Legal Status of Applicant

- a. **For Companies:** Attach Certificate of Incorporation duly issued by SECP or RJSC/ or local body in case of foreign firm

OR

- b. **For Sole Proprietorship:** Attach Copy of CNIC and an Affidavit/ Undertaking on Non-Judicial E-Stamp Paper of Rs. 100 (sample attached as annexure-A)

OR

- c. **For Partnership Firm/Association of Persons:** Attach Certified copy of Partnership deed and Form C duly issued by Registrar of Firms

2. Registration with Income Tax Authorities. NTN , STRN+ PNTN Certificates to be attached

3. The bidder shall give an undertaking on Rs. 100/- non-judicial E-Stamp Paper confirming the specification of goods, availability of required / Items/ Services and delivery on the defined times lines as mentioned in the Purchase Order (sample attached as annexure –B)

4. Statement of the bidder's bank account duly issued and certified by the bank for a period from Jan 1, 2021 to Dec 31, 2021. The bank statement must have an average transaction of minimum Rs 250,000/- per month (credit or debit). A bidder who do not have required average monthly transactions can submit an unutilized credit facility of same amount

5. Proof of relevant experience for the provision of similar nature goods/items/services to public or private firms at any time during last 02 years (03 proofs of experience must be attached for repair and maintenance of vehicles (preferably different organizations)

6. Affidavit/ undertaking for correctness of information, declaration of non-involvement in litigation/ black listing to be provided on non-judicial E-stamp paper of Rs. 100 (sample attached as annexure –C)

7. The interested bidder must provide an undertaking on Rs 100/- non-judicial E-stamp paper regarding provision of the required spares/ items/ services on holidays, gazzeted holidays/ special events like Eid-ul-Azha, Eid-ul-Fitr, Muharram etc. (Sample attached as annexure –D)



MULTAN WASTE MANGEMENT COMPANY



SCOPE OF WORK/ TERMS OF REFFRENCES (TORS'S)

The Multan Waste Management Company MWMC is seeking experienced and well reputed Contractors for rendering supplies and services of different kind of repairs of the following type of vehicles of MWMC.

Sr. #	Category	Total Number of vehicles	Model
1	Hino Dumper Truck (10M3)	10	2011
2	Hino Arm Roll Truck (10M3)	15	2011
3	Garbage Compactors (4M3)	20	2011
4	Mechanical Sweepers	09	2008
5	Water Bowser (Water Sprinkling)	06	2008
6	Heavy Wheel Loader	03	2011
7	Excavator	01	2011
8	Front End Loader Tractor	25	1997,2008,2022
9	Front Blade Tractor	05	1990,2008
10	Tractor Trolley (2.5M3)	52	199,1998,2001,2022
11	NPR Container Lifter Truck (3M3)	16	2007
12	Isuzu FTR Truck (12M3)	02	1990
13	Container Carrier (2M3)	04	1997



MULTAN WASTE MANGEMENT COMPANY



14	Loader Rickshaws	88	2018,2020
15	Potohar Jeep/Rocky Jeep	06	1980 +
16	Toyota Car GLI	01	2014
17	Motor Bikes / CG 125	15	2020
18	Motor Bike (Ching Chi) 70 CC	04	1994
19	Suzuki van pickup	04	1993
20	Mini Tippers	68	2022
21	Road Washers	02	2022
TOTAL		356	

The Mode of Procurement and Eligibility criteria shall be formulated strictly in accordance with PPRA Rules,2014 and as per procurement Manual of MWMC.

The detailed scope of work shall include but not limited to

- 1. Supply of Spare parts / items:** All kinds of spare parts for all kind of vehicles listed above. Mechanical, Electrical and general items etc. Excluding Tires, batteries, filters and brushes.
- 2. Repair Services for vehicles:** Services such as Lathe work (suspension, steering, engine, clutch and brake drum parts lathe fitting etc.) Leaf spring work, hydraulic jacks & pump repairs, gear repairs, self-generator & armature work, denting painting, PTO work, complex electrical wiring and frame work related to vehicles listed above and any other allied tasks/jobs as proposed by technical person and after approval by competent authority for the facilities not available in MWMC workshop.



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- 3. Fabrication Work:** Material for Fabrication/ denting painting of all vehicles listed above. Bodies of vehicles, loaders front bucket teeth, frame repairs, paint etc. And other similar nature works.

Budgetary Allocations:

Repairs budget for next fiscal year 2022-2023 is already submitted to concerned department for approval. 40 million is proposed/fixed in the head of Repair and Maintenance of Vehicles and Machinery.

FOR REFERENCE ONLY



MULTAN WASTE MANGEMENT COMPANY



TERMS AND CONDITIONS

1. The pre-qualification have been done in accordance with the PPRA rules and regulation all the documents/statement should be submitted by work shop/firms for its prequalification.
2. The prequalification of the firms shall be valid for 2 years extended able/renewal for 1 years on payment of renewal fee RS of 1,000/- for 3rd year.
4. The workshop/firms shall deposit original CDR of RS 300,000/- (Rupee Three Hundred Thousands Only) after receiving a letter of selected workshop/firms in favor of the MULTAN WASTE MANAGEMENT COMPANY for a period of 3 years.
6. Firms shall be dis-qualified if it the information submitted by it concerned to the qualification found at any time to be false and materially inaccurate or incomplete.
8. The prequalification firms must inform the MWMC in the case of any change in the address or location of the firms or office.
9. The firms on the panel will be bound to carry out the requisite work on immediate basis when vehicle is referred to it even at odd hours.
10. The prequalification firms shall quote reasonable prices for spare parts and repair and maintenance services during the period of the contract.
11. The prequalification firms will be bound to be provide quotation validity for a period of 30 days starting from the receipts of quotations.
12. The pre-qualified works shops/firms will be bound to deliver the services/goods in according with the delivery schedule as specified in the schedule of requirements/works order(s).
13. The firm shall quote the rates inclusive of all applicable taxes and delivery charges
14. All Parts should be brand new and original manufacturers packing.
15. The firms will be bound to return old spare parts in case of replacements with the new.
16. Guarantee / warranty period of each item replaced or repaired should be clearly mentioned on quoted rates.



MULTAN WASTE MANGEMENT COMPANY



17. In case of un satisfactory performance services quality work or non-genuineness of parts the MULTAN WASTE MANAGEMENT COMPANY may terminate the pre-qualification of firms subject to notice and after affording an opportunity of personal hearing.
18. if the parts/services supplied are found during physical examination / inspection to be against the required specification approved samples faulty. Expired or if it is of substandard quality the parts/services may be rejected, and the works shops/firms shall either replace the rejected parts/services or arrange alternative necessary for rectification of observation to meet the required specifications fee of cost. Replacement or alternative in lieu of the rejected parts/services shall again undergo physical examination/inspection.
19. The pre-qualification works shops/firms shall be proceeded against of punitive action(S). in case of following.
- . Corrupt and fraudulent/practices as defined in PPRA.
 - . Making false statement to again undue advantage.
 - . Commission of fraud/embezzlement.
 - . Criminal breach of trust cheating forgery.
 - . Receiving stolen property falsification or destruction of records.
 - . False use of trade mark, evidence and false information.
 - . Professional misconduct; failure to proceed with signed contract.
- Quoting ridiculously lower rate and withdrawing the offer.
- The punitive actions(S) shall be as under;
1. Cancelled of prequalification.
 2. Suspension of prequalification.
 3. Debar in the repair of jobs for a specific period in processing agency in the light of circumstances of the case.
 4. Black listing of for 1-3 years as per PPRA rules.
- The punitive actions(S) i.e. show cause shall be initiated by head of R&M wing of the services, against prequalification of firms on the report.



MULTAN WASTE MANGEMENT COMPANY



INTRODUCTION OF SUPPLIERS / CONTRACTORS/ INDIVIDUALS

Name of Bidder _____

Business Address: _____

Name of Focal Person: _____

Contact No: _____

Email Address: _____

Bidder's Stamp	Signature



MULTAN WASTE MANGEMENT COMPANY



REGISTRATION WITH TAX AUTHORITIES

National Tax Registration No: _____ (Attach copy of certificate)

Date of Registration: _____

STRN/ PNTN _____ (Attach copy of certificate)

Date of Registration: _____

Bidder's Stamp	Signature



MULTAN WASTE MANGEMENT COMPANY



PROOF OF EXPERIANCE FOR THE PROVISION OF SIMILAR SUPPLIES/ SERVICES DURING 02 LAST YEARS

(As mentioned above)

Sr. No.	Client/ Purchaser	Name of Assignment	Cost of Assignment	Duration	Status (Completed/ On-Going)
1.					
2.					
3.					
4.					



MULTAN WASTE MANGEMENT COMPANY



DECLARATION

1, _____, the undersigned, hereby solemnly declare that;

1. All the provided information is true and complete
2. All the documents are true copies of original
3. Any concealment of information/ details mentioned above, or misrepresentation of facts/ documents will result in disqualification & the client reserves the right to take legal action against the applicant
4. In case of incomplete information, the application will not be considered any further
5. Only successful firms/ applicants in Pre-Qualification shall be informed in writing and shall be entitled to participate in the subsequent procurement proceedings with the client (MWMC)
6. Successful Application shall be Pre-qualified for the period of one-year

Bidder's Stamp	Signature

Last date for submission of application is August 15, 2022

Manager Procurement & Contracts

**Multan Waste Management Company (MWMC),
Property No.275/RB, Ward No. X-EX, Shams Abad Colony, Near Chungi
No,09/Water Filtration Plant, Multan.**

Tel: 061-9330175

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MULTAN WASTE MANGEMENT COMPANY



ANNEX-A

AFFIDAVIT

FOR

“SOLE PROPRIETORSHIP”

(To be printed on PKR 100 E-Stamp Paper)

This is to certify that M/s _____,
bearing NTN# _____, GST/ PNTN# _____
registered by (FBR/CBR etc.) _____ dated: _____
and is owned and controlled by
Mr./Mrs.: _____
S/W/D/O; _____
bearing CNIC# _____ I am the sole proprietor of this firm.

Seal & Signature of Proprietor



MULTAN WASTE MANGEMENT COMPANY



ANNEX-B

AFFIDAVIT FOR DELIVERY IN TIME

(To be printed on PKR 100 E-Stamp Paper)

This is to certify that we shall comply to the specifications, conditions and ensure availability of required items on the defined time lines as mentioned in Terms of Reference/Technical Specifications given in the provided documents

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

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of MWMC.

MWMC, undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name of Firm: _____

Date: _____



MULTAN WASTE MANGEMENT COMPANY



ANNEX-C

AFFIDAVIT FOR CORRECTNESS OF INFORMATION

AND

DECLARATION FOR NON-INVOLVEMENT IN ANY LITIGATION/BLACKLISTING

(To be printed on PKR 100 E-Stamp Paper)

Name of Firm: _____

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

I/we hereby further declare that we are not involved in any litigation / arbitration / black listing by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

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

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of MWMC.

MWMC, undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name of Firm: _____



MULTAN WASTE MANGEMENT COMPANY



Date: _____

ANNEX-D

AFFIDAVIT FOR DELIVERY ON SPECIAL DAYS/ EVENTS

(To be printed on PKR 100 E-Stamp Paper)

This is to certify that we shall ensure availability/ delivery of required items, goods, services on the special days/ events/ gazzetted holidays like EID-UL Adha, EID-UL-Fitr Muharram, Independence Day, Pakistan day etc. with defined time lines as mentioned in Terms of Reference/Technical Specifications given in the provided documents

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of MWMC.

MWMC, undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name of Firm: _____

Date: _____



MULTAN WASTE MANGEMENT COMPANY



DRAFT CONTRACT

BY AND BETWEEN

MULTAN WASTE MANAGEMENT COMPANY

(MWMC)

AND

PRE-QUALIFIED FIRM NAME

FOR THE

**SPARES AND REAPIR OF OPERATIONAL & EXECUTIVE
VEHICLES OF MWMC**



MULTAN WASTE MANGEMENT COMPANY



Duration: July- 1,2020 to June-30,2021

This agreement is made and effective on the 1st day of July 2020 by and between;

Multan Waste Management Company-MWMC (having their registered Office 275 RB Shamsabad Colony Chungi No 9, (hereinafter to be called MWMC or Client which expression shall whenever context so permits mean and include their successors in interest and assigns) of the one part.

AND

The contractor namely _____ (having their registered office at -----
----- (hereinafter to be called Contractor and include their administrators, executive, successors in interest and assigns) of the other part.

PREAMBLE

Multan Waste Management Company (MWMC) is a Public Sector Company incorporated under section 42 of the Companies Act 2017.

The Client owns the **Operational and Executive Vehicles** (“Vehicle”) and desires to enter into a contract with _____ for spares and services of these Vehicles under **Rule No. 16 and 17 of** of PPRA Rules, 2014,

MWMC owns a large fleet of almost 250 vehicles which includes vehicles as mentioned above which are used for the Waste Management Services in the Multan, city. MWMC requires the repair maintenance



MULTAN WASTE MANGEMENT COMPANY



service of these operational fleet/vehicles so that smooth and safe Waste Management Operations may be ensured.

NOW, THEREFORE, MWMC, being represented by its Chief Executive Officer on behalf of its Board of Directors and _____ being represented by its _____ in order to synergize their efforts for achieving the intended results, have decided to enter into this Contract on the terms and conditions agreed below;

1- SPECIFIC TERMS AND CONDITIONS

SCOPE OF WORK/ TERMS OF REFFRENCES (TORS'S)

The Multan Waste Management Company MWMC is seeking experienced and well reputed Contractors for rendering supplies and services of different kind of repairs of the following type of vehicles of MWMC.

Sr. #	Category	Total Number of vehicles	Model
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4	Mechanical Sweepers	09	2008
5	Water Bowser (Water Sprinkling)	06	2008
6	Heavy Wheel Loader	03	2011
7	Excavator	01	2011



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8	Front End Loader Tractor	25	1997,2008,2022
9	Front Blade Tractor	05	1990,2008
10	Tractor Trolley (2.5M3)	52	199,1998,2001,2022
11	NPR Container Lifter Truck (3M3)	16	2007
12	Isuzu FTR Truck (12M3)	02	1990
13	Container Carrier (2M3)	04	1997
14	Loader Rickshaws	88	2018,2020
15	Potohar Jeep/Rocky Jeep	06	1980 +
16	Toyota Car GLI	01	2014
17	Motor Bikes / CG 125	15	2020
18	Motor Bike (Ching Chi) 70 CC	04	1994
19	Suzuki van pickup	04	1993
20	Mini Tippers	68	2022
21	Road Washers	02	2022
TOTAL		356	

The Mode of Procurement and Eligibility criteria shall be formulated strictly in accordance with PPRA Rules,2014 and as per procurement Manual of MWMC.

The detailed scope of work shall include but not limited to



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- 4. Supply of Spare parts / items:** All kinds of spare parts for all kind of vehicles listed above. Mechanical, Electrical and general items etc. Excluding Tires, batteries, filters and brushes.
- 5. Repair Services for vehicles:** Services such as Lathe work (suspension, steering, engine, clutch and brake drum parts lathe fitting etc.) Leaf spring work, hydraulic jacks & pump repairs, gear repairs, self-generator & armature work, denting painting, PTO work, complex electrical wiring and frame work related to vehicles listed above and any other allied tasks/jobs as proposed by technical person and after approval by competent authority for the facilities not available in MWMC workshop.
- 6. Fabrication Work:** Material for Fabrication/ denting painting of all vehicles listed above. Bodies of vehicles, loaders front bucket teeth, frame repairs, paint etc. And other similar nature works.

Budgetary Allocations:

Repairs budget for next fiscal year 2022-2023 is already submitted to concerned department for approval. 40 million is proposed/fixd in the head of Repair and Maintenance of Vehicles and Machinery.

TERMS AND CONDITIONS



MULTAN WASTE MANGEMENT COMPANY



1. The pre- qualification have been done in accordance with the PPRA rules and regulation all the documents/statement should be submitted by work shop/firms for its prequalification.
2. The prequalification of the firms shall be valid for 2 years extended able/renewal for 1 years on payment of renewal fee RS of 1,000/- for 3rd year.
4. The workshop/firms shall deposit original CDR of RS 300,000/- (Rupee twenty-five thousand) after receiving a letter of selected workshop/firms in favor of the MULTAN WASTE MANAGEMENT COMPANY for a period of 3 years.
6. Firms shall be dis-qualified if it the information submitted by it concerned to the qualification found at any time to be false and materially inaccurate or incomplete.
8. The prequalification firms must inform the MWMC in the case of any change in the address or location of the firms or office.
9. The firms on the panel will be bound to carry out the perquisite work on immediate basis when vehicle is referred to it even at odd hours.
10. The prequalification firms shall quote reasonable prices for spare parts and repair and maintenance services during the period of the contract.
11. The prequalification firms will be bound to be provide quotation validity for a period of 30 days starting from the receipts of quotations.
12. The pre-qualified works shops/firms will be bound to deliver the services/goods in according with the delivery schedule as specified in the schedule of requirements/works order(s).
13. The firm shall quote the rates inclusive of all applicable taxes and delivery charges
14. All Parts should be brand new and original manufacturers packing.
15. The firms will be bound to return old spare parts in case of replacements with the new.
16. Guarantee / warranty period of each item replaced or repaired should be clearly mentioned on quoted rates.
17. In case of un satisfactory performance services quality work or non-genuineness of parts the MULTAN WASTE MANAGEMENT COMPANY may terminate the pre-qualification of firms subject to notice and after affording an opportunity of personal hearing.



MULTAN WASTE MANGEMENT COMPANY



18. if the parts/services supplied are found during physical examination / inspection to be against the required specification approved samples faulty. Expired or if it is of substandard quality the parts/services may be rejected, and the works shops/firms shall either replace the rejected parts/services or arrange alternative necessary for rectification of observation to meet the required specifications fee of cost. Replacement or alternative in lieu of the rejected parts/services shall again undergo physical examination/inspection.
19. The pre-qualification works shops/firms shall be proceeded against of punitive action(S). in case of following.

- . Corrupt and fraudulent/practices as defined in PPRA.
 - . Making false statement to again undue advantage.
 - . Commission of fraud/embezzlement.
 - . Criminal breach of trust cheating forgery.
 - . Receiving stolen property falsification or destruction of records.
 - . False use of trade mark, evidence and false information.
 - . Professional misconduct; failure to proceed with signed contract.
- Quoting ridiculously lower rate and withdrawing the offer.

The punitive actions(S) shall be as under;

5. Cancelled of prequalification.
6. Suspension of prequalification.
7. Debar in the repair of jobs for a specific period in processing agency in the light of circumstances of the case.
8. Black listing of for 1-3 years as per PPRA rules.

The punitive actions(S) i.e. show cause shall be initiated by head of R&M wing of the services, against prequalification of firms on the report.

2- MODE OF PAYMENT

Pursuant to clause 1- (viii), MWMC will issue Cheque /Pay order/ Demand Draft in advance in favor of _____ as per PPRA Rules 2014.

3- COMPLIANCE WITH LAW



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The **contractor** is responsible for the compliance, obedience and fulfillment of its obligations under laws of the Punjab /Pakistan.

This contract and the business made, between the parties under this contract shall be regarded as confidential by the **contractor** shall not disclose any information pertaining to this contract and the business made therein to any third party.

4- **VALIDITY AND RENEWAL**

This agreement becomes effective on the signing date of this agreement and is valid for two year, from the effective date of contract, till **June 30, 2021** The agreement may be extended or renewed for next year subject to mutual consent of both parties and under provisions of PPRA Rules, 2014.

This agreement may be terminated by giving one-month prior written notice by either party (under the provision of this contract- Clause 7). In case termination or renewal is delayed beyond the contract period this agreement will be considered enforced for the purpose of payment.

5- **ARBITRATION**

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

6- **FORCE MAJEURE**

Then term “Force Majeure” as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides ,earthquakes, storms, lightning, flood ,washouts, civil disturbances, explosions and any other similar events including regulatory or legislative actions materially affecting the ability to meet the obligations under this Agreement, Not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

7- **TERMINATION**

End of Services



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The Agreement shall terminate when, pursuant to the provisions hereof, the services/delivery of goods have been completed and the payment of services/goods have been made and the term of service of contract expired.

Termination by the Client

The Client may, by a written notice of thirty (30) days to the Contractor, terminate this Agreement. All accounts between the Client and the Contractor shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Contractor

The Contractor may suspend the Agreement by a written notice of thirty (30) days only if the Contractor does not receive payments due under article 02 of this agreement.

8- LANGUAGE, APPLICABLE LAWS AND TAXATION

The provisions of this Contract shall be in the English Language. The law governing the provision of this Contract shall be the applicable law(s) of the Government of Punjab/Pakistan.

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location within Multan City, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

The Contractor shall have sole responsibility for compliance with the tax laws which apply to it. Failure to comply shall render the relevant invoices invalid.



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The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are included all kind of taxes and duties (if applicable).

Invoices presented by the Contractor shall indicate its place of taxation for all purposes and shall specify separately the amounts not including tax and the amounts including tax.

9- CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

If there is any amendment in the relevant laws/ policy or is held to be so, by a court of competent jurisdiction, then the parties shall join in and agree to the amendment, the relevant provision or clause may be added or removed under the applicable law.

10. RATES OF PART & ACCESSORY AND SERVICES

The rate of Spare and services will be as per market rates.

11. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client

Multan Waste Management Company (MWMC)



MULTAN WASTE MANGEMENT COMPANY



275/RB SHAMSABAD COLONY NEAR CHUNGI NO 9
MULTAN

To: The Contractor

or to such other address as either of these Parties shall designate by notice given as required herein.
Notices shall be effective when delivered.

FOR AND BEHALF OF

FOR AND BEHALF OF

CONTRACTOR

MULTAN WASTE MANAGEMENT COMPANY (MWMC)

Signed by: -----

Signed by: _____

Designation:

Designation:

Date: _____

Date: _____

Seal:

Seal:



MULTAN WASTE MANGEMENT COMPANY



WITNESS

WITNESS

Signed by: _____

Signed by: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

FOR REFERENCE ONLY