



GOVERNMENT OF SINDH



**ANNUAL FRAMEWORK CONTRACT FOR LIFTING & TRANSPORTATION
OF GARBAGE, CONSTRUCTION / DEMOLITION WASTE FROM MAIN
ROADS, STREETS, NARROW LANES, FOOT PATHS, MEDIANS, OPEN
SPACES & OTHER AREAS WITHIN DISTRICT MALIR, KARACHI TO
GARBAGE TRANSFER STATION AND PROVIDING HUMAN RESOURCES
(SANITARY WORKERS & COOLIES) FOR SANITATION WORK**

Tender Reference : SSWMB/NIT - 6.4/2018-19

**National Competitive Bidding (NCB)
Under Single Stage - One Envelope Procedure
[As per SPPRA Rules 15(B)]**

BIDDING DOCUMENT

Procuring Agency:

Sindh Solid Waste Management Board

Bungalow # 13, Al-Hamra Housing Society, Shaheed e Millat Road, Karachi

Ph # 021-9933 3704-06, Fax # 021-9933 3707 Email Address: info@sswmb.gos.pk

website: www.sswmb.gos.pk

Seal of the Firm / Company

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SECTION - I
Letter of Invitation

LETTER OF INVITATION

The Sindh Solid Waste Management Board–SSWMB (hereinafter called “Procuring Agency”) invites sealed bids from Eligible Experienced National Firms / JV Association Firms, through open National Competitive bidding under **Single Stage - One Envelope** procedure of SPPRA Rule 2010 (amended up to date) for the following work

ANNUAL FRAMEWORK CONTRACT FOR LIFTING & TRANSPORTATION OF GARBAGE, CONSTRUCTION / DEMOLITION WASTE FROM MAIN ROADS, STREETS, NARROW LANES, FOOT PATHS, MEDIANS, OPEN SPACES & OTHER AREAS WITHIN DISTRICT MALIR, KARACHI TO GARBAGE TRANSFER STATION AND PROVIDING HUMAN RESOURCES (SANITARY WORKERS & COOLIES) FOR SANITATION WORK

Interested National firms / JV Associations Firms having valid license of Pakistan Engineering Council (PEC) in the category C-4 or above for the work / services and having valid registration with relevant tax authorities (e.g. Federal Board of Revenue, Sindh Revenue Board) and duly licensed with Environmental Protection Agency Sindh may participate, the bid must be submitted in strict accordance with single stage – two envelop procedure. Eligibility criteria and other details are provided under INSTRUCTION TO THE BIDDERS, Bidding Data and in conditions of contract, the bidder may read the bidding document in detail prior to submission of their bids.

Bidders may obtain the bidding documents from the office of the Assistant Director (Finance), Sindh Solid Waste Management Board, Bungalow No.13 Al Hamra Housing Society Shaheed-e-Millat Road Karachi up to 10-05-2019 time 3:00 PM.

Ph#+922199333704-6 , Facsimile:+922199333707

URL www.sswmb.gos.pk Email: info@sswmb.gos.pk

The bidding document includes the following:

- Section-1 Letter of Invitation
- Section-2 Instructions to Contractor & Data Sheet Bidding Data
- Section-3 Terms of Reference & Technical Specification
- Section-4 Conditions of contract
- Section-5 Bill of Quantities (BOQ), Form of Bid, Integrity Pact, Format of Contract Agreement and Performance Guarantee

A complete set of bidding document may be purchased by an interested bidder on submission of a written application to the above office and upon payment of non refundable fee of Rs.3000/- through PAY ORDER OR BANK DRAFT in favor of Sindh Solid Waste Management Board as per schedule given above from the office of Assistant Director (Finance), SSWMB during office hours.

OR

A complete set of bidding document may be downloaded from SPPRA website or from the website of Procuring Agency however in this case the written application and a Pay order of Rs.3000/- (as fee for bidding document) from any scheduled bank of Pakistan in favour of Sindh Solid Waste Management Board must be attached with Technical Proposal. Non submission of bidding document fee will render the proposal non responsive and shall be summarily rejected.

All bids must be accompanied by a bid security for an amount equal to 3% of the quoted rate in the shape of Pay order / Demand Draft / Call deposit / Bank Guarantee from any scheduled Bank of Pakistan in favour of Sindh Solid Waste Management Board. The bid security shall remain valid for a period of 28 days beyond the validity period of Bid. The Bid Security shall be placed and attached with the proposal sealed envelope. Non submission of bid security of the required amount shall be render the proposal non responsive and shall be summarily rejected.

Bid / Proposal submission Address, Time and Date of submission and Time and Date of Opening of Bids are mentioned in Bidding Data, the Bids will be opened in the presence of bidders or their authorized representatives who wish to attend at the time and date and address of opening of bid mentioned in Bidding Data.

Any bid received by Procuring Agency (SSWMB) after the deadline for submission of Bid shall be returned unopened to such bidder. Delay in mail, person in transit or delivery of bid to wrong office shall not be accepted as an excuse, for failure to deliver a bid at proper place and time. It shall be the bidders responsibility to submit the bid in time.

Procuring agency reserve right to annul the bidding process and reject all bids or proposal as per SPP Rules 2010 (amended up to date).

Sindh Solid Waste Management Board,
Government of Sindh, Karachi.

SECTION - II
Instructions to the Bidders / Contractors

2.1. Definition & Interpretation

- a. "Agreement" means agreement signed between the parties (SSWMB and Successful Bidder).
- b. "Procuring Agency (PA)" means Sindh Solid Waste Management Board
- c. "Contractor" mean the bidder any entity or person, firms, company, joint venture / consortium that may provide or provides the work and services under the agreement.
- d. "Days" mean calendar days
- e. "Years" mean calendar year
- f. "Proposal" means the technical / operational proposal/Bid and financial proposal/Bid.
- g. "W&S" the mean the work and services to be performed by the contractor pursuant to the agreement.
- h. "Terms of Reference (TOR)" means the document in RFP which explains the objective scope of work activities task to be performed, respective responsibilities of Procuring Agency and contractor and expected results and deliverables of assignments.
- i. "Bidder & Tenderer" mean any person or persons, contractor, firms, joint venture firms submitting the bid or tender.
- j. the word "Tender" is synonymous with "bid" and the word tender document with bidding document.
- k. "contract price" means the sum stated in the letter of Acceptance/Award as payable to contractor for execution, performance and completion of works and services according to the scope of work
- l. "Procuring Agency representative" means any representative of Procuring Agency appointed from time to time.
- m. "works" means all services to be provided and work to be done by the contractor under the contract.

2.2. Abbreviations

- a) MSW = Municipal Solid Waste
- b) C&D = Construction & demolition
- c) UCs = Union Committees
- d) EPA = Environmental Protection Agency
- e) SPPRA = Sindh Public Procurement Regulatory Authority

- f) SWM = Solid Waste Management
- g) SSWMB = Sindh Solid Waste Management Board
- h) EOBI = Employees Old Age Benefits Institution
- i) PA = Procuring Agency

2.3. Scope of Work

The work under this contract comprises Lifting, and transportation of all types of garbage / solid waste (excluding hazardous waste) and including but not limited to domestic /commercial waste, rubbish, shrub, tree cutting of any condition and from (dry, semidry or wet), Lifting of Construction & Demolition Waste from Main Roads, Streets, Narrow Lanes, Foot Paths, Medians, Open Spaces & Other areas within District **Malir**, Karachi to Garbage Transfer Station (whether located within DMC Malir area jurisdiction or outside its limit but in use by DMC Malir as formal or informal, temporary or permanent GTS or intermediate site for transfer of Solid Waste / Garbage including loading / unloading / weight from designated weigh bridges and providing Human Resources [sanitary worker & coolies (un-skilled labor)] for Sanitation Work etc as per requirement of SSWMB and terms and conditions set in the contract agreement.

2.4. Section of bidding documents

All sections of bidding documents as noted below or integral part and considered as tender / bidding document.

- A. Section-1 Letter of Invitation
- B. Section-2 Instructions to Contractor & Data Sheet Bidding Data.
- C. Section-3 Terms of Reference & Technical Specification
- D. Section-4 Conditions of contract
- E. Section-5 Bill of Quantities (BOQ), Form of Bid, Integrity Pact, Format of Contract Agreement And Performance Guarantee

2.5. Procuring Agency's Right to cancel any or all bid / tenders

The SSWMB is not bound to accept any proposal and reserves the rights to annul the tendering process at any time prior to agreement or award without thereby incurring any liability to the bidder. The bidder will not be entitled to make any claim from Procuring Agency due to cancellation of the tender.

2.6. Language of Tender / Bid and Correspondence

All documents/ proposal and respective correspondence shall be made / prepared in English Language.

2.7. Method of Procurement

National competitive bidding under **SINGLE STAGE – ONE ENVELOPE PROCEDURE** of SPP Rules 2010 (Amended up to date)

2.8. Period of Contract

One year from issuance of work order. As provided under section-15(B) of SPPRA Rules, 2010 (amended up to date).

2.9. Clarification, Modification of Bidding Document

Contractor/bidder may request a clarification of Bidding Documents not later than 07 days before the Bid submission date. Any request for clarification, must be sent in writing to the Procuring Agency address. The Procuring Agency will respond in writing including explanation of the queries to all bidders/contractors. The Procuring Agency if deem it necessary may amend the Bidding Document as a result of a clarification. It shall be done according to the concerned clause mentioned in this section.

2.10. Visit of the Area of Service.

The bidders are advised to visit the area of service / site of work and its surrounding and obtain all information that may be necessary for preparing their bid and to acquaint themselves with the area and existing system of Solid Waste Management, however the contractor / bidder can do so at his own expense and security.

2.11. Amendments through Addendums

At any time before submission of Bid, the Procuring Agency may amend the Bidding Document by issuing an addendum in writing. The addendum shall be sent to all contractor / bidders and will be binding on them. The contractors shall acknowledge receipt of all addendums issued by the procuring agency. To give reasonable time to contractor to take into account in amendments in their proposal, the SSWMB may, if the amendment is substantial, extend the deadline for submission of proposal. Amendments so made shall form binding part of this document.

2.12. Cancellation of Tender before Tender Time

If any matters / infirmities are found in the tender document which are not possible to be corrected or in case where Procuring Agency finds if necessary, the tender may be cancelled before last hours of submission of tender. If tender is cancelled, all submitted tender documents shall be deemed to be rejected and returned to the contractors without being opened. The bidder/contractor will not be entitled to make any claim from Procuring Agency due to cancellation of tender.

2.13. Cost of bidding.

Contracting Firms / Bidders shall bear all costs associated with the preparation and submission of their Bids.

2.14. Bid submitted by Joint Venture Firms

Bids submitted by a joint venture firms shall comply with the following requirements:

- (a) one of the joint venture partners, lead firm shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners/firms;
- (b) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by the authorized partner so as to be legally binding on all partners/firms;
- (c) the firm/partner-in-charge shall always be duly authorized to deal with the procuring agency regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (a) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the procuring agency;
- (f) Submission of an alternative Letter of Intent to execute a Joint Venture Agreement shall be mandatory.
- (g) Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders proposals to meet the technical requirement and the timely completion as per schedule each day, each month and every year of the contract till completion of the contract successfully.

2.15. Place, Date, Time and Manner of Submission of Tender Document

- i) The bidder/contractors are required to submit their proposal/bid at the office of Sindh Solid Waste Management Board Meeting Room not later than 10-05-2018 at 1500 hours (PST)

- ii) The Contractors/bidders must submit their proposal/bid under **Single Stage - One Envelop Procedure** of SPPRA. Proposal /Bid shall comprise a single package.
- iii) The package (Envelop) containing the bid documents shall be marked the name of work and tender reference No. in Bold and legible letters.
- iv) The package (Envelope) shall also be marked the submission address of the Proposal/Bid and Name, Address of Contractor/Bidder.
- v) The Package (Envelope) shall be sealed, signed and stamped by the contractor or its authorized representative. CNIC and Contact of the signatory must be mentioned in the bid form
- vi) Submitted tender shall not be retrieved or changed for any reason whatsoever.
- vii) Proposal/Bid shall be submitted by hand or may be sent by registered airmail post / Courier. Proposals/ bids that are not submitted until due date and time of the submission of proposals/bid will not be considered.
- viii) Where delivery of bid is made by registered mail / courier and the contractor/bidder desired to receive an acknowledgement of receipt of such bid, he shall make a request for such acknowledgement in a separate letter attached to the package (outer envelope) but will not be a part of sealed envelope.
- ix) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by representative.
- x) Bid submitted through telegraph, telex, fax or e-mail will not be considered.
- xi) Each page of the proposal/bid document must be signed by the contractor/bidder, in case the proposal/bid document is signed by the authorized representative of the contractor then, the authorization shall be in the form of written power of a attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- xii) The Procuring Agency at its discretion, extend the deadline for submission of bids/proposals by issuing an addendum notified in newspaper. All rights and obligations of Procuring Agency and the contractor will thereafter be subject to the deadline as extended.
- xiii) The bid shall provide the information as indicated in the following Para.
 - a) A brief introduction of contractor's organization and an outline of recent experience of contractor (each, partner in case of joint venture/consortium) on assignments of similar nature.
 - b) A description of the approach and methodology for performing the assignment covering the following subject, technical approach, methodology, organization and staffing.

- c) The list of the proposed professional, staff team by area of expertise, the position that would be assigned to each staff members and their tasks.
 - d) While preparing the technical proposal, contractor must give particular attention to the following:

If the contractor considers that it may enhance its expertise for technical operational management and monitoring parts for the assignment to accomplish in a best suited way and in accordance to the requirement of Bid Document he may associate with other contractors/firms in a JV Association. Any such association must clearly indicate in the technical proposal. In such case of joint venture firms, all partners shall be jointly and severally liable, and shall indicated who will act as the leader of joint venture
 - e) Comments and suggestions on the terms of reference including workable suggestions that could improve the quality, effectiveness of assignments. However procuring agency is not bound to consider the suggestions as whole or partially or otherwise.
- xiv) The bid shall include all cost and contained information as indicated in the following Para.
- a) Associated with scope and performance of work, management and operational cost, remuneration for staff monitoring system and other incidental charges business taxes, income tax, local & provincial taxes, professional taxes, duties, fees, insurance charges that may levied according to the laws and regulation in being prior to the closing date of submission of proposal and taxes and fees on the equipment, and machinery required and on services performed under this contract. Nothing in the contract shall relieve the contractor/bidder from his responsibilities to pay taxes that may be levied on the profit made to him in respect to contract.
 - b) The financial bid shall contain NO OVERWRITING, CORRECTION and CUTTINGS. If done, the contractor or his authorized representative who signed the bid must initial such corrections, overwriting and cuttings.
 - c) The contractor/bidder is required to quote the cost of every work item and total cost of works correctly in figure and words. The price and cost of works and services under this contract must be expressed in Pakistan Rupees.
 - d) Bid Security equal to 3% (three percent) of total bid amount in the shape prescribed in bidding data will be attached with the proposal. Cheque, or Insurance Guarantee shall NOT be accepted as bid security.

In case the date of opening of bid is declared as public holiday or non-working day due to force majeure, the next official working day shall be deemed to be the date for issuance, submission and opening of tender. The time and venue shall remain unchanged.

2.16. Conditional and Partial Offers

Contractor / bidder are hereby cautioned that proposal/bid with conditional offers or deviation from the conditions and instructions contained in Bidding Document or other requirement stipulated therein shall result in rejection of proposal /bid as non responsive and shall not be considered. Partial offers are not acceptable under this contract. Acceptance shall only be granted for complete job.

2.17. Alternative Proposal not Acceptable.

Alternative proposals/bids are not acceptable. Only one proposal fulfilling all conditions, instructions and requirement contained in document should be submitted by each bidder. Alternative proposals/bids shall not be entertained.

2.18. Eligible Bidder.

All interested bidders, joint venture firms having valid license for Pakistan Engineering Council (PEC) in Category C-4 or above, having sufficient experience in the field of solid waste management and are registered with the relevant taxation authorities (Federal Board of Revenue, (FBR) Sindh Revenue Board (SRB) & etc.) and shall have a valid certificate from Environmental Protection Agency (EPA) are eligible to participate in the bid, however those contractors / bidders, who have applied (before the tender opening date) for certificate from EPA are also eligible to participate with condition that they shall attached a copy of challan along with request of the bidder for EPA Certificate with the bid and later on shall provide the certificate from EPA within 90 days of opening of tender.

Those contractors who are performing Front End Collection & Lifting of Garbage from GTSs to Landfill Site works (jointly or individually) with SSWMB are not Eligible to participate in this tender in order to pre-empt conflict of interest. In this effect the Contractor shall attach undertaking on stamp paper of Rs.100/-. In-case, it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules, 2010 (amended up to date) shall be taken, which may include Blacklisting of the firm.

2.19. Disqualification for Participating in Tender.

Contractor/bidder cannot participate in tender in any manner directly or indirectly, in their name or in the name of any other person or firm.

- a. Those who are prohibited to participate in tender by any Govt. institution or authority and those who are prohibited by law due to having any criminal record or conviction.
- b. Those who have been declared bankrupt by the authorities or have filed bankruptcy.

- c. Those who have been declared or announced as an insolvent by court of law or tribunal or any other authorities or institution.
- d. Those who are under liquidation.
- e. Those whose affairs are run by any tribunals.
- f. Those who are under settlement with any financial institution or creditors.
- g. Those who have suspended their affairs or those who are in similar position as per the law.
- h. Those who have been declared defaulter of social security contribution or premium payments under the law of Pakistan.
- i. Those who have been declared defaulter of taxation or revenue department for nonpayment of income tax, sales tax, customs duties, or any other tax levied from time to time in Pakistan.
- j. Those who have been condemned by decision of any court or law or tribunal because of their non professional or unethical activities or professional malpractices.
- k. Those who have been determined by any institution or organization or authority or agency for adopting or performing non professional attitude or unethical or immoral activities or professional malpractices and such determination resulted from administering them during their jobs.
- l. Those who do not provide the required information or provided misleading or false representation or deliberately suppressed the information to be provided as required in Bid Document.
- m. Those who have been prohibited from professional activity by the Chamber of Commerce in Pakistan or any other equivalent body.
- n. The contractors/bidders who are the blacklisted by Federal Govt., Provincial Govt., Autonomous Bodies and State Bank of Pakistan.
- o. Those contractors who are performing Front End Collection & Lifting of Garbage from GTSS to Landfill Site works (jointly or individually) with SSWMB are not Eligible to participate in this tender in order to pre-empt conflict of interest. In this effect the Contractor shall attach undertaking on stamp paper of Rs.100/-. In-case, it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules, 2010 (amended up to date) shall be taken, which may include Blacklisting of the firm.

2.20. Exclusion Prohibition and Acts forbidden.

The contractor/bidder shall be excluded from participating in tender under following circumstances:

- a. Those who are authorized by procuring agency in any way for preparation of Bid Document and the committees set out by the procuring agency in this regard.
- b. Those who are authorized by the Procuring Agency to finalize and to approve the tender process.
- c. The institutions established, with whatsoever reason, in relation with the Procuring Agency or existing structure of the Procuring Agency and institution such as foundation, association, union and the companies associated with the Procuring Agency.
- d. Those firms and companies who are rendering the advisory or consultancy services in preparation of Bid Document.
- e. The following acts and attitude are forbidden in the tender:
 - i. To rendered the activities of other participants doubtful, to obscure them from participation in the tender or to offer an agreement to the participant or to influence them to act in a manner, which will effect the other participant or tender process.
 - ii. The act and attitude towards fraud, threat, influence, bribery or by any other way to win the tender.
 - iii. To issue and use false documents regarding Bid Security or Performance Security etc.
 - iv. More than one offer in the tender directly or indirectly in the name of themselves or in the name of others, as in person on in mandate.

The Contractor who participate in spite of these disqualification, prohibitions and exclusions shall stand excluded and their bid security shall be forfeited.

2.21. Subletting of Work.

The contractor shall not sublet the whole work or any part thereof. Subletting is not permissible under this contract and shall lead to disqualification, however machinery and human resources taken on wage, rent or lease basis from open market for carrying out this work shall not be considered as subletting of work.

2.22. Bid Validity.

Validity period of proposal / bid is 90 (ninety) calendar days following the last date of issuance of Bid Document. Applicant/bidder may be requested to extend the validity period in writing, and consent of the bidder shall be obtained. If applicants/bidders do not agree in such extension, bid security of the bidder will be returned.

2.23. Bid Security.

The bidders are required to furnish a bid security equal to 3% (three percent) of bid price with Proposal / bid duly sealed, which shall remain valid for a period of 28 (twenty eight) days beyond the validity period of the bid.

The bid must be accompanied with a bid security equal to 3% (three percent) of the contract price in Pak Rupees in the form of bank draft / pay order / call deposit or in the shape of irrevocable bank guarantee from any scheduled bank of Pakistan in favour of SSWMB.

2.24. Responsiveness of Bid to Bidding Document.

In preparing their proposals/bids contractors are expected to examine in detail the bidding document. Material deficiencies in providing the information requested in the Bid document may result in rejection of a bid as non responsive.

Prior to detailed evaluation of Bid, the procuring agency will determine the substantial responsiveness of each bid to bidding document. A substantially responsive bid is one which conforms to all the conditions of bidding document without material deviation.

A material deviation is

- i) Which effects in any substantial way the scope, quality or performance of works and services.
- ii) Which is inconsistent with bidding document and limits in any substantial way, Procuring agency rights or the obligation of the contractor/bidder under the scope of work or restriction/adoption of such conditions that would effect unfairly the competitive position of the bidder presenting substantially responsive bid.

2.25. Examination of Bids and Determination of Responsiveness.

- a. Prior to the detailed evaluation of bids, the procuring agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the bid document such as registration with tax authorities, registration with PEC , EPA, turnover statement, experience statement, or any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- b. A bid will be considered t responsive if it (i) has been properly signed; (ii) is accompanied by the required bid security in the manner described in the bid document; and (iii) conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the bidder's obligations under the contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- c. If a bid has major deviations to the commercial requirements and specifications will be considered technically non responsive. As a general

rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliant with the bidding documents.

(A). Major (material) Deviations include:-

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) failing to respond to specifications;
- (iv) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (v) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vi) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (vii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (viii) a material deviation or reservation is one :
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption / rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

- (a) Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.
- (b) If a bid is not substantially responsive, it will be rejected by the procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

2.26. Return of Bid Security.

- a. The bid security of the contractor / bidder who is awarded the work shall be retained and the bid security of other bidders shall be returned after award to successful bidder.
- b. Bid security of the successful bidder (to whom the contract is awarded) will be returned upon submission of performance security.

2.27. Forfeiture of Bid Security

The bid security may be forfeited

- a. If the applicants/bidders withdraw his bid during the period of bid validity.
- b. If the applicant/bidders does not accept the correction of his bid price.
- c. If the successful bidders fails.
- d. To furnish required performance security.
- e. To sign the agreement

2.28. Bids/Offer to be non responsive without bid security.

Bids/offers which are not accompanied with required amount of bid security in the shape described in the bidding data will be rejected as non responsive.

2.29. Eligibility Criteria

S. No.	Criteria / Requirement	Compliance Yes / No	Remarks
1.	Registration with FBR (NTN)		
2.	Registration with Sindh Revenue Board (SRB)		
3.	Valid Registration with PEC (C-4)		
4.	Valid Registration with EPA. <i>(Please see section 2.18)</i>		
5.	Relevant experience: The bidder should have at least 03 (Three) years experience in handling Solid Waste OR at least 03 (Three) years experience as Contractor of works involving transportation of material as a part of the construction or similar contract.		
6.	Proof of ability to carry out the work i.e. details (including but not limited to quantity, type and capacity) of equipment, machinery and transport either owned or / and leased or / and hired by the bidder: i. Affidavit on stamp paper of PKR 100 are above that the equipment or/and machinery or/and transport are owned by the contractor; OR / AND ii. Agreement with the transport supplier on stamp paper of PKR 100 or above that the equipment or/and machinery or/and transport shall be provided to the contractor as and when required; OR iii. Any identical proof acceptable by the Procuring Committee.		
7.	List of similar assignments (Transportation of garbage or Construction Contracts) with cost, completed or under execution		
8.	Proof of turnover of Rs.50 Million or above during last three years. (Certificate of the bank or audit report to be attached).		

9.	The contractor / firm whether individually / part of the consortium or Joint Venture, who is already performing waste transfer contracts (Front End Collection and GTS to Landfill Site) with the SSWMB cannot participate in the tender in order to pre-empt conflict of interest. In-case, it surfaces at any stage that the contractor has obtained contract through proxy or in collaboration / collusion with any other firm, his contract would be cancelled, security deposit shall be forfeited and further action as per SPPRA Rules, 2010 (amended up to date) shall be taken, which may include Blacklisting of the firm.		
10.	List of litigation (if any) within last three (03) years, nature and status / out come		
11.	Affidavit / undertaking that firm has never been black listed		
12.	Each and Every page of bidding document is signed		
13.	Proof of payment of Tender Fee		
14.	Bid Security attached (3% of the Total Quoted Bid amount): - Pay order / Draft / Call deposit / Bank Guarantee - Amount: Rs. -----/- (Rupees -----) - Bank & Branch ----- -----		

2.30. Manner Place, Date and Time of Opening of Bid.

- a. The proposal/bid will be opened on 10-05-2019 at 1530 Hours (PST) by the Procurement Committee at the committee room of the office of Sindh Solid Waste Management Board Bungalow No.13 Al Hamra Housing Society Shaheed-e-Millat Road Karachi.
- b. The evaluation committee of the procuring agency shall evaluate the technical bid/proposal on the basis of their responsiveness to Bidding Document, applying the Evaluation Criteria, in Bidding Document without reference to the price. Any proposal/Bid which is found non responsive shall be rejected at this stage.
- c. After the initial evaluation Rectification of arithmetical errors will be made on the basis that if there is discrepancy found between the unit price and total price, that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected accordingly.
- d. If there is the discrepancy found between words and figures, the amount in words shall prevail.

2.31. Clarification of Bid.

In examination, evaluation and comparison of bids the procuring agency may at his discretion ask the contractor/bidder for clarification of his bid. The request for clarification and response shall be in writing and no change in price or substance of bid shall be sought, offered or permitted. No bidder shall be allowed to alter or modify his bid after the expiry of deadline for the receipt of the bid.

2.32. Correction of Error before evaluation.

- i. Bids determined to be substantially responsive will be checked by the procuring agency for any arithmetic errors. Errors will be corrected by the procuring agency as follows:
 - a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the procuring agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- ii. The amount stated in the Form of Bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and with the concurrence of the bidders. The amount thus corrected shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected, and the bid security shall be forfeited in accordance with clause 2.28 hereof.

2.33. Financial Evaluation & Comparison of Bid

- i. The procuring agency will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause 2.29.
- ii. In evaluating the Bids, the procuring agency will determine for each bid the evaluated bid price by adjusting the bid price as follows:
 - (a) making any correction for errors pursuant to clause 2.34;
 - (b) making an appropriate adjustment for any other acceptable variation or deviation.
- iii. If the bid of the successful bidder is seriously unbalanced in relation to the procuring agency's estimate of the cost of work to be performed under the contract, the procuring agency may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the methods of performing the work and schedule proposed. After evaluation of the price analysis, the procuring agency may require that the amount of the Performance Security set forth in clause 2.36 be increased at the expense of the successful bidder to a level sufficient to protect the procuring agency against financial loss in the event of default of the successful bidder under the contract

2.34. Performance Security

The total amount of performance security (security deposit) shall be 10% (Ten percent) of the contract/bid price.

The successful bidder shall deposit 5% of performance security (security deposit) at the time of award of contract in the shape of Pay order, Bank Draft or Bank Guarantee from any schedule bank of Pakistan in favor of SSWMB and the

remaining 5% (Five Percent) of performance security shall be deducted from each running bill of the contractor.

2.35. Signing of Contract Agreement

- 1) Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the procuring agency will send the Contract Agreement to successful bidder.
- 2) The formal Agreement between the procuring agency and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the procuring agency.
- 3) A procurement contract shall come into force when the procuring agency requires signs contract, the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract.

2.36. Stamp Duty

The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of 0.35% of sanctioned price and as stated in Letter of Acceptance. Stamp duty will be paid by the successful bidder

2.37. General Performance of the bidders

Procuring agency may in case of consistent poor performance of the contractor and his failure to remedy the underperforming contract may take such action as may be deemed appropriate under the circumstances of the case including the rescinding the contract and/or black listing of such contractor and debarring him from participation in future bidding process.

2.38. Integrity Pact

The bidder shall sign and stamp the Integrity Pact provided with the bidding documents. Failure to provide such Integrity Pact shall make the bidder non-responsive

2.39. Defect Liability Period

Defect liability period shall be 03 (Three) months after the date of completion and expiry of the contract agreement.

2.40. Refund of Performance Security

The performance security (security deposit) of the contractor (deposited at the time of award of contract and that deducted from running bills shall be refunded after expiry of defect liability period upon determination that the obligation under the contract have been duly fulfilled in accordance with the provisions of contract document and agreement and the contractor has no liability to the procuring agency due to this contract. In case the liabilities of the contractor to the procuring agency and other tax amount due to the contract, then such amount shall be recovered from the amount of performance security and balance amount of the performance security shall be return to the contractor.

2.41. Form of Bank Guarantee for Performance Security

Format of bank guarantee for 5% (five percent) part of performance security is attached with the bidding document.

2.42. Inspection of Work & Services performed by the contractor

Representative of procuring agency shall inspect the work and services performed by the contractor under the contract and any deficiencies of work and services shall be notified in writing giving warning letter to the contractor. If the contractor does not recover/remove the deficiencies indicated a penalty as per penalty clauses shall be imposed.

2.43. Letter of Acceptance.

After announcement of tender decision, letter of acceptance will be sent to successful bidder/contractor, inviting for signing of agreement the contract agreement shall be signed within 14 (fourteen) days following the date of letter of acceptance.

2.44. Arbitration.

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the Contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the Province of Sindh at the discretion of procuring agency.

2.45. Information Related to Contractor / Bidder

- a. Contractor/Bidder Full Name _____
- b. CNIC No. _____
- c. Address _____
- d. Telephone No. _____
- e. Mobile No. _____
- f. Fax No. _____
- g. E-mail Address. _____

2.46. Bidding Data

S.No	Data	
1	Name of Work	Annual Framework Contract for Lifting & Transportation of Garbage, Construction / demolition Waste from Main Roads, Streets, Narrow Lanes, Foot Paths, Medians, Open Spaces & Other areas within District Malir, Karachi to Garbage Transfer Station and Providing Human Resources (Sanitary workers & Collies) for Sanitation Work.

2	The Name of Procuring Agency	Sindh Solid Waste Management Board.
	Address	Sindh Solid Waste Management Board, Banglow No.13 Al Hamra Housing Society Shaheed-e-Millat Road Karachi.
	Telephone#	Ph#+922199333704-6
	E-mail	info@sswmb.gos.pk
	Facsimile	+922199333707
	Website	URL www.sswmb.gos.pk
3	Procedure of open competitive bidding (National Competitive Bidding – NCB)	<p>Single Stage – One Envelope Procedure</p> <p>a. Proposal shall comprise a single package containing Technical Proposal / Bid & Financial Proposal / Bid.</p> <p>b. The package shall be clearly marked the name of the Work, date and time of submission and the address and place of the submission and name and address of the contractor/bidder.</p> <p>c. The package must be sealed, signed and stamped by the contractor or its authorized representative.</p>
4	Proposal shall be submitted by hand or may be sent by registered airmail. Proposal submitted through telegraph, telex, fax or e-mail will not be considered.	
5	The proposal/bid submission address is at the office of SSWMB Banglow No.13, Al Hamra Housing Society Shaheed-e-Millat Road Karachi.	
	Proposal must be submitted not later than the following date & time. 10-05-2019 at 1500 hours PST	
	Bids will be opened on the following date & time. 10-05-2019 at 1530 hours PST	
6	Proposal / Bid must remain valid for 90 (Ninety) days after the proposal / bid submission deadline.	
7	<p>Bid Security</p> <p>The bidders are required to furnish a bid security equal to 3% (three percent) of bid price with Proposal / Bid duly sealed, which shall remain valid for a period of 28 (twenty eight) days beyond the validity period of the bid.</p> <p>The bid must be accompanied with a bid security equal to 3% (three percent) of the contract price in Pak Rupees in the form of bank draft / pay order/Call deposit or in the shape of irrevocable bank guarantee from any scheduled bank of Pakistan in favour of SSWMB.</p>	

8	<p>Clarification may be requested not later than 7 (Seven) days before the submission date.</p> <p>The address for requesting clarification is : Sindh Solid Waste Management Board Karachi Banglow No.13 Al Hamra Housing Society Shaheed-e-Millat Road Karachi.</p>
9	The proposal/bid as well as all related correspondence exchange by the Contractor/Bidder and procuring agency shall be written in English however it is desirable that the firm's personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
10	Alternative proposals are not acceptable; each bidder should submit only one proposal/bid fulfilling all conditions, instructions and requirement contained in Biding Document. Alternative proposal/bid shall not be entertained.
11	<p>Valid Registration Certificate of the following Authorities must be attached with the proposal.</p> <ol style="list-style-type: none"> Pakistan Engineering Council in category C-4. Taxation Authorities [Federal Board of Revenue (FBR) & Sindh Revenue Board, Valid certificate of Environmental Protection Agency. However those contractors / bidders, who have applied (before the tender opening date) for certificate from EPA are also eligible to participate with condition that they shall attached a copy of challan along with request of the bidder for EPA Certificate with the bid and later on shall provide the certificate from EPA within 90 days of opening of tender.
12	The Contractor/Bidder should quote the cost for each item of works under this contract and total bid price in Pak Rupees and interim payment/running bill payments on monthly basis shall be made in Pak Rupees.
13	The Contractor/Bidder should quote the cost for each item of works inclusive of all National, Provincial, Local taxes, duties, expenses, contingencies and incidental charges.
14	Contractor/ Bidder must submit the original Proposal/Bid, along with one set of photocopy each proposal duly sealed.
15	<p>The successful contractor/bidder is required to submit performance security as noted below:</p> <p>The total amount of performance security (security deposit) shall be 10% (Ten percent) of the contract/bid price.</p> <p>The successful bidder shall deposit 5% of performance security (security deposit) at the time of award of contract in the shape of Pay order, Bank Draft or Bank Guarantee from any schedule bank of Pakistan in favor of SSWMB and the remaining 5% (Five Percent) of performance security shall be ducted from each running bill of the contractor.</p>
16	Contractor/bidder shall undertake to sign Integrity Pact as per Format provided by SSWMB under this contract.

SECTION - III
Terms of Reference & Technical
Specifications

3.1. Scope of Work

- a. The work under this contract comprises Lifting, and transportation of all types of garbage / solid waste (excluding hazardous waste) and including but not limited to domestic /commercial waste, rubbish, shrub, tree cutting of any condition and from (dry, semidry or wet), Lifting of Construction & Demolition Waste from Main Roads, Streets, Narrow Lanes, Foot Paths, Medians, Open Spaces & Other areas within District **Malir**, Karachi to Garbage Transfer Station (whether located within DMC Malir area jurisdiction or outside its limit but in use by DMC Malir as formal or informal, temporary or permanent GTS or intermediate site for transfer of Solid Waste / Garbage including loading / unloading / weight from designated weigh bridges and providing Human Resources [sanitary worker & coolies (un-skilled labor)] for Sanitation Work etc as per requirement of SSWMB and terms and conditions set in the contract agreement.

b. **Garbage / solid waste to be covered during transportation**

The garbage / solid waste during transportation through transportation vehicle must be covered completely by trampling or any other sheet. Arrangements mechanical / manual must be provided to the vehicles to keep the garbage / solid waste during transportation and to avoid any kind of spillage of garbage or lechate from the vehicle on the road during transportation of garbage / solid waste.

c. **No overloading of vehicles**

Overloading of vehicles in any case shall not be allowed as it cause spillage of garbage / solid waste during transportation on road

d. **Objective of work and services.**

The objective of work and services is to provided lifting & transportation of garbage / solid waste, Lifting of Construction & Demolition Waste from Main Roads, Streets, Narrow Lanes, Foot Paths, Medians, Open Spaces & Other areas within District to Garbage Transfer Station in an efficient, cost effective, environmental friendly manners to effective management and operation system in view of safety and security of public. Effective management and monitoring system shall help out in obtaining desires results. and providing Human Resources [sanitary worker & coolies (un-skilled labor)] for basic / emergency sanitation work etc on as and when required basis.

e. **Daily report to be submitted.**

Daily report of for the vehicles engaged in lifting and transporting the garbage / solid waste, construction/demolition waste and attendance of Human Resources (Sanitary Workers and Coolies) is to be submitted by the contractor to procuring agency.

f. **Transporting vehicle may be hired or acquired on lease for the period of contract.**

The contractor may acquire garbage / solid waste transporting / lifting vehicles on lease and on rent of total fleet required to execute the work under this contract.

- i. *The proof can be either copies of registration papers of vehicles or an agreement with Transportation Vehicle Supplier on stamp paper of PKR 100 or above that the equipment or / and machinery or/and transport*

shall be provided to the contractor as and when required basis, which shall be made available specifically for this contract work.

- ii. *The same vehicle can't be quoted for work of another i.e. same vehicle will not be counted for more than one to undertake this work in the shape of arrangement;*
- iii. *Any vehicle quoted by the contractor in any previous contract of SSWMB can't be re-quoted before expiry of that contract;*
- iv. *SSWMB reserves the right to carry out further checks to verify the ability of the bidder to accomplish the assignment.*

a. **All vehicles to be registered**

All vehicles for lifting transportation the solid must be registered. The registration numbers / chassis numbers of all such vehicles and their volumetric capacity must be provided by the contractor to procuring agency, any change of vehicle among the fleet deployed shall be intimated promptly to procuring agency.

b. **Environmental Protection Agency Rule / Regularities**

The contractor shall abide all rules and regulations enforced by EPA.

c. **Situations where garbage / solid waste caught fire.**

Proper manual monitoring arrangement shall be managed by the contractor to keep watch when the solid waste / garbage caught fire itself or through excavengers actions or by any passes by people. In the circumstances the contractor will immediately report to the procuring agency for such incidents, so that proper action may be taken by the procuring agency to get the fire extinguished, however contractor shall managed to avoid such incident on small scale itself.

d. **Cost of weightage at weighbridge**

The cost of weightage of garbage / solid waste at designated weighbridge shall be borne by the contractor itself, however such cost may be taken into account in the price of item quoted by the contractor.

e. **Responsibility of procuring agency**

1. In case the procuring agency does not fulfill its obligation regarding signing of agreement the contractor may relinquish its commitments 45 (forty five) days after receiving the acceptance letter by procuring agency.
2. The procuring agency shall assist and facilitate the contractor in performing the work and services as per the contract in respectful and honorable manner throughout the period of contract.
3. The procuring agency shall make all due payments to the contractor in respect to verified monthly bills timely and will be careful and justified in imposing penalties.

f. **Responsibility of Contractor**

1. The contractor will perform the work and services under this contract in respectful, honorable manner with desire to serve people of the area.
2. The contractor will submit his monthly performance bill in time and in accordance work performed correctly and in justifiable manner.

3. Contractor shall follow the instruction, guideline issued by procuring agency or by its representative and shall comply with all such instruction timely.
4. Contractor is responsible for ensuring good behavior to public and follow the code of conduct detailed in contract document

3.2. Work requirement

1. **All vehicles (for lifting and transportation of garbage) will be kept clean and orderly, running conditions throughout the period of contract.** In case of vehicle being un-operational due to any fault beyond control, the contractor shall deploy within no time other vehicle in replacement to get the work continue and uninterrupted (as and when required basis)
2. **The minimum requirement of plant/machinery/equipments** for the purpose of execution of work under this contract is as noted below:
3.
 - a) **Loading Machinery (Small & Large)**
Minimum number of loaders required may be 10 to 12 numbers for work.
 - b) **Dump Trucks (Small and Large)**
Minimum number of Dump Trucks (Small and Large) required may be 15 to 20 numbers for work.
 - c) **Three Wheeler**
Minimum number of three wheeler required may be 40 to 50 number deployed for work.
 - d) **Wheel Excavator**
Minimum number of Wheel Excavator required may be 01 number for work.
 - e) **Tractor with trolley**
Minimum number of Tractor with trolley required may be 10 to 12 number for work.

The minimum requirement of machinery mentioned above is just to provide the guideline to the contractor / bidder, so that the contractor/bidder can understand the work assignment under this contract. However this an emergency work / as and when required basis.

4. Variation in the quantities.

- a. The quantities in the BOQ are estimated and may vary to a tune of $\pm 25\%$.
- b. If need arises, the Procuring Agency may ask the Contractor to provide work and services as per scope of work under this contract in adjacent district, but this will ordinarily be with mutual consent and agreement between both parties followed by formal work letter. After written consent, non-compliance of the contractor shall lead to disqualification and will be dealt as per provision of SPPRA Rules, 2010 (Amended up to date). The payment shall be made as

per lowest rate of the same scope of work already awarded for that district by SSWMB. In case of no awarded contract in that district, the Procuring Agency shall pay the contractor reasonably additional amount (subject to additional distance / catchments area of that district) to be agreed mutually through negotiations, which will be part of the mutual consent and agreement;

5. Work during late hours or in emergency.

The contractor, in case of emergency, may be called upon to provide works / services as per scope of the work under this contract during gazette holidays or in late hours and even in other district of Karachi, and the contractor shall comply with such emergency orders of procuring agency without excuses. Non-compliance of the contractor to work in emergency as above, shall lead to penalization and even disqualification and will be dealt accordingly

6. Detail of machinery deployed for this contract

Following detail must be provided by the contractor:

Make/Model of the machinery	Type of the machinery	Registration No.	Number of machinery deployed	Volumetric capacity in Cubic Meter	Efficiency of machinery

7. Weightment of the Solid Waste.

Solid waste and Construction / demolition waste i.e. lifted from from Main Roads, Streets, Narrow Lanes, Foot Paths, Medians, Open Spaces & Other areas within District **Malir**, Karachi to Garbage Transfer Station / Landfill Site shall be quantified / measured on the basis of its weight in metric tons (Thousand KG to a Metric Ton) shall be weight at designated weighbridge (weighbridge designated and approved by procuring agency). Weighing charges shall be borne by the contractor and such charges are deemed to be inclusive in unit cost of the item.

8. Tentative weight assessment.

The weight of solid waste / garbage and construction/demolition besides the weighbridge slips may be assist and compare by volumetric capacity of vehicles transporting the garbage / solid waste, so as to compare the density of solid waste and construction/demolition waste assist thereof. On the basis of which weight of garbage may be quantified and compare with weighbridge slips, If the variation founds to be abnormal, the procuring agency may reduce the weight obtained through weighbridge slips. The excess may also reflect due to overloading which is prohibited under this contract. In such cases excess weight shall not be considered for payment and shall be at contractor own risk and cost.

9. Arrangement of water.

The contractor shall make his own arrangement for water if required for execution of work as well as for drinking purpose nothing shall be paid / deducted for the same by the procuring agency.

10. Rate to be inclusive of all taxes

The rate quoted by the contractor for the items of works mentioned in BOQ shall be inclusive of all applicable taxes and incidental charges and charges for weighing of solid waste at weighbridge and charges if incurred in connection with the work.

11. Contractor failure to start the work.

If contractor fails to commence the work within 07 (seven) days after work order issued to him, the bid security shall be forfeited and the work order issued shall be treated as cancelled

12. Minimum lifting capacity.

The contractor shall be required to lift and transport the solid waste to GTS up to a minimum of 90% of the quantity assigned per day of garbage / solid waste and in accordance to schedule set out for the purpose and directives issued by the authorized officer/monitoring committee constituted by procuring agency.

13. Failure to achieve minimum lifting target.

The contractor shall be bound to arrange and manage lifting / transporting of garbage / solid waste to a minimum of 90% of available garbage per day. In the event of failure to achieve the above target a penalty of Rs.50,000/ (Fifty Thousand) Per day for first three days and Rs.100,000/- (Hundred Thousand) for further period of failure shall be impose subject to a maximum of 01% percent of bid amount, thereafter the contract shall stand cancelled.

14. Rate Analysis

The contractor shall submit rate analysis along with the bid. The rate analysis may be done on the basis of the activities in an item of work mentioned in BOQ including hiring charges of machinery and the machinery owned by the contractor and that obtained on rent and or on lease basis, administration and management charges like cost of POL and other incidental charges and taxes etc.

Failure to provide rate analysis shall rendered the tender / bid nonresponsive and shall be summarily rejected.

15. Contractor staff to wear proper uniform

The contractor will provide and ensure that all drivers, coolies, supervision, monitors at the work under this contract must be in proper uniform with identification badges on uniform on both the firm and procuring agency as verified and approved by procuring agency.

16. All vehicles at work must have identification marks / stickers

The contractor will ensure/provide and place a proper identification mark for sticker on the vehicles at work identifying the name of contractor, name of work and the name of procuring agency as approved and directed by the procuring agency.

17. Facilities to be provided by the contractor for its staff at work.

The contractor will be required to arrange for temporary washrooms, sitting/rest place and drinking water facility to its staff working at the site of work by placing an appropriate container having such arrangements and facilities

SECTION - IV

Conditions of Contract

Conditions of Contract

4.1. Compliance of Laws & Rules Regulation

The contractor shall be bound under this contract to comply with all substantive and procedure laws of Islamic Republic of Pakistan which may include but are not limited to the followings:

- i) Labour Laws
- ii) Land Laws
- iii) Environmental Laws
- iv) Local Govt. Act.
- v) All National and Provincial Rules and Regulation applicable to the nature of services and works under this contract.

Inability of successful bidder to comply with all laws, rules, regulation and procedures will result in penalization, as per penalty clauses provided in this contract.

This document is governed by all substantive and procedural laws of Islamic Republic of Pakistan including Sindh Public Procurement Rules 2010 (amended up to date).

4.2. Correspondences-Communications-Notices

All correspondence, communication and notices required or permitted under this contract shall be in writing and in English language and shall be given (to and from contractors & procuring agency) at official address provided in this contract document. Change of address shall be duly notified by the relevant parties.

4.3. Language of Agreement

Agreement will be prepared in English language.

4.4. Type of Agreement and Contract Price

The agreement is a unit rate contract, the sum of amounts is calculated by multiplying quantity of each work item as indicated in the BOQ and unit rate quoted by the contractor for work / services items. The payments of each work/services performed by the contractor shall be based on the unit cost quoted by the contractor.

4.5. Duties and Taxes

All of the taxes, duties, fees, and other contractual costs regarding the signing of the contract shall be borne by the contractor.

4.6. Intermediate payment / Running Bill

The contractor shall submit running bill in the first week of every month for the work and services performed by him. The monthly performance shall be checked and determined by the procuring agency subject to verification through Procuring agency representatives and on the basis of such verified determinations by the procuring agency, payment shall be made within 15 days after submission of monthly performance bill/running bill by the contractor.

4.7. Insurance of work& work places

The contractor shall be responsible for safeguarding of work and work places the contractor shall take all insurances required by pertinent legislations and submit the policies thereof to the procuring agency. The contractor shall be responsible for any damages cost by its personals and his JV Partner in respect of work performed under this contract.

4.8. Indemnification by Bidder/Contractor

Contractor shall indemnify, defend and hold harmless the procuring agency (SSWMB), its member, officers, directors, employee and representatives from and against any and all claims arising out of or in any way connected with gross negligence, fraud, or willful misconduct of the contractor or any one acting in contractor's behalf or under its instructions in connection, with this contract and contractor's obligations there under. Any cost or expenses incurred by the contractor pursuant to its indemnity obligation under this clause shall be the sole responsibility of the contractor.

AND

The contractor/bidder shall indemnify the SSWMB, its employees against all losses and claims in respect of:

- a) Death or injury to any person, due to accident.
- b) Loss or damage to any vehicle, plant, property which may arrived out of accident or public rioter in consequences of execution of work and against all claims, proceedings, damages, cost, charges and expenses, whatsoever in respect of or in relation thereto the contractor shall indemnify the procuring agency, its officers, employee for any loss claims, demands or lawsuits resulting from defects in contractor's performance during execution of work and services.

4.9. Contractor Liability for Indemnification

The contractor shall be directly responsible for the choice or use of defective or non-compliant tools or machineries deficiencies of performance in works and services, mistakes in sufficient supervision or any failure to fulfill his obligation in accordance with the provisions of this contract and specification and any other losses and damages that my occur due to similar reasons. The contractor shall indemnify such losses and damages in accordance with pertinent legislation.

4.10. Penalties& Cancellation of Contract.

Penalties as noted below shall be imposed, if negligence, discrepancies and deficiencies on the part of the contractor to fulfill their obligations on the performance of works and services and the requirements to perform such works and services are found deficient during the period of this contract.

Sr.No.	Nature of default	Penalty
1.	If the vehicle is overloaded (beyond Volumetric capacity) and spillage occurs on road.	Rs.15,000/- Per Day
2.	If the vehicle is uncovered in a proper manner as described under contract or found uncovered during the course of transportation and latchet is dropped on road.	Rs.7,500/- Per Trip
3.	If garbage/solid waste is not disposed off at proper place identified by procuring agency staff at site	Rs.10,000/- Per Trip
4.	If vehicles found in untidy position or resulted in delay in transportation of garbage to landfill or defected vehicle are not replaced by any other appropriate orderly vehicles timely.	Rs.5,000/- Per Vehicle
6.	If the target for minimum lifting of garbage as identified in the contract is not met by the contractor due to any reason except due to force majeure or any situation beyond control	Rs.50,000/- Per Day
8.	If the driver/coolly and other staff of the contractor at work do not wear proper approved uniform.	Rs.1,000/- Per Person Per Day
9.	At workplace, where the contractor is working caught fire and is not inform/reported by the contractor to procuring agency in time. (such information must be in writing indicating exact time of report.	Rs.10,000/- Per Incident
10.	If the proper facilities as indicated under contract is not provided by the contractor to its staff.	Rs.5,000/- Per Day

If the procuring agency finds any non conformity/contrary to the job description defined in this document. The contractor shall be bound giving a chance to bring his work standards to the satisfaction level of the procuring agency and if the non conformity is not corrected within the time limit granted by the procuring agency, the penalties will be imposed on the contractor.

If non conformity continuous, despite the penalties the procuring agency may terminate the agreement and damages to the procuring agency due to these non conformities of the contractor shall be recovered from his performance securities.

4.11. Resolution of Dispute

- a) **Amicable Settlement:** If any dispute and differences arises between procuring agency and contractor in connection or arises out of this contract, the procuring agency and contractor shall attempt to settle such disputes (within the provisions of the contract) through discussion in the first instance. The designated representatives of procuring agency and contractor shall promptly use their best efforts in good faith to reach a reasonable and equitable resolution of such dispute.
- b) **Settlement through Arbitration:** After coming into force of the procurement contract dispute between the parties to the contract shall be settled by complaint redressal committee defined in SPPR 2010 amended 2017 or through arbitration in accordance with arbitration Act. 1940 and Laws for the time being in forced in Islamic Republic of Pakistan.

4.12. Code of Conduct

The contractor that attempts to get secret information to conclude illegal agreements with the competitors or to effect the procuring agency during the phase of tender inspection, evaluation and comparison shall result in their offers cancellation and this situation shall be penalized administratively.

The contractor shall act objectively and trust worthy in accordance with rule of business ethic. It should avoid making public announcement regarding the works and services without prior permission and authorization of the procuring agency.

The contractor and its staff shall not act inconsistent way their obligation against the procuring agency and they shall not accept any type of the contributions that may affect their decisions at execution, performance, reporting at the works and services.

Assets of the procuring agency shall not be utilized without appropriate documentations and valid permissions in accordance with the contract. Procuring agency assets shall not be used for personal interest.

Contractor is responsible to ensure that its employees keep good behavior with public during execution of services in the area. Contractor shall be constructive with the public and shall not behave in a disgusting manner to the public. The services that are to be performed are to serve the public. Briberies, tip or commission offered as incentive or reward to any person shall be considered as fraud which is strictly forbidden under this contract. If the contractor found guilty under forbidden clauses of the contract, action shall be taken accordingly.

4.13. Time extension in conditions, situations of force majeure

Time extension shall be granted to the contractor in condition and situation of force majeure, but such condition and situation shall be certified by procuring agency and competent authorities.

The contractor shall not be liable for any failure or delay in performance of his obligation under the contract which is caused by circumstances beyond his control under force majeure.

Time extension shall be granted to the contractor in case where the procuring agency fails to fulfill its obligation regarding performance of the contract due to any reason not related with the contractor.

4.14. Termination upon notice by Procuring Agency

Procuring agency may terminate the contract upon 30 (thirty) days prior written notice to contractor in the event

- i) That contractor violates and consent to a violation of any law applicable to the services, where the violation may have a material adverse effect on the management and operation of services under the contract.
- ii) Procuring agency may terminate the contract immediately upon the bankruptcy of the contractor or in other conditions as specified in the various clauses of the contract.

4.15. Termination by Contractor

The contractor may also terminate this contract upon 30 (thirty) days prior written notice to procuring agency in the event

- i) That procuring agency failure to perform its material obligations under this contract in timely manner. If the failure do not addressed properly by the contractor for redressal in 30 (thirty) days, but in no case such redressal is made beyond 90 (ninety) days accept if procuring agency continuous to pursue for redressal of such failure.

4.16. Work in emergency

The contractor in case of emergency may be called upon to provide works and services as per scope of work under this contract and the contractor shall comply with such emergency orders of procuring agency without excuses. Non compliance of the contractor shall lead to disqualification and will be dealt accordingly.

4.17. Payment of Income Tax

The contractor, JV Partner and their employees shall be responsible for payment of all taxes and all type of income taxes, other taxes and taxes on income arising out of the contract and rate and prices quoted by the contractor shall be deemed to cover all such taxes.

4.18. Liability of the contractor

The contractor or his assignee shall follow strictly all relevant labour laws including workman's compensation act, and the procuring agency fully indemnified for all claims arising out of any damage by the contractor, or his assigns and labour employed by them.

SECTION - V

Bill of Quantities (BOQ), Form of Bid, Integrity Pact, Format of Contract Agreement and Performance Guarantee

Bill of Quantities
(SSWMB-NIT-6.4/2018-19)

Estimated cost: Open rate
Contract period: 12 months
Validity period: 90 days

Bid Security / Earnest money: 3% equivalent to quoted bid
Tender fees: Rs. 3,000

Subject: Annual Framework Contract for Lifting & Transportation of Garbage, Construction/demolition Waste from Main Roads, Streets, Narrow Lanes, Foot Paths, Medians, Open Spaces & Other areas within District Malir, Karachi to Garbage Transfer Station / Landfill Sites and Providing Human Resources (Sanitary workers & Collies) for Sanitation Work.

S#	Description of work	Unit	Estimated Qty per day	Total estimated Qty for the contract period	Rate offered per Ton (PKR)	Total Amount in (PKR)
01	Loading / Lifting its haulage transportation and unloading / of all types of garbage / solid waste (excluding hazardous waste) and including but not limited to domestic / commercial garbage, rubbish, shrub, tree cutting of any condition and from (fry, semi dry or wet) from Main Roads, Streets, Narrow Lanes, Foot Paths, Medians, Open Spaces & Other areas within District Malir to Garbage Transfer Stations (whether located within DMC Malir Jurisdiction or outside its limits but used by DMC Malir as formal or informal, temporary or permanent GTS including all charges, taxes and the cost of weightage of the Solid waste, fee if any, complete service as directed by the authorized officers / committee according to work plan for the assignment.	Metric Ton (1000 Kg)	563 Tons	67,560 Tons		
02	Loading / Lifting its haulage transportation and unloading / of construction / demolition waste / debris from Main Roads, Streets, Narrow Lanes, Foot Paths, Medians, Open Spaces & Other areas within District Malir to Landfill Site (Deh Gond Pass / Jam Chakro) including all charges, taxes and the cost of weightage, complete service as directed by the authorized officers / committee according to work plan for the assignment.	Metric Ton (1000 Kg)	56 Tons	20,440 Tons		

S#	Description of work	Unit	Estimated person per day	Total period for the contract	Rate offered per Person per day (PKR)	Total Amount in (PKR)
03.	Providing Human Resources (Sanitary workers & Collies) for Sanitation Work. (basic / emergency / as and when required basis.	Person	362 Person	120 days		
GRAND TOTAL						

NOTE:

- This is an **ITEM RATE CONTRACT / UNIT PRICE CONTRACT**, the sum of the amount is calculated by multiplying quantity of each work item as mentioned in **BOQ** and unit price quoted by the contractor / bidder for the work / services items. The payment of each work/services performed by the contractor shall be based on the unit price quoted by the contractor / bidder.
- Rate must be quoted both in figure and words otherwise liable to be rejected.
- Overwriting and correction, if any, must be initialed and stamped by the bidder.
- I / we hereby quote total bid of Rs. _____ (in figure)
Rupees _____ (in words)
for above-mentioned work.
- I / we understand that it is not easy to quantify the weight of garbage / solid waste, construction / demolition / debris waste and sanitary workers / collies, hence the quantity mentioned above is approximate and can vary to a tune of $\pm 25\%$.
- I / we have read the bidding documents carefully and amendment (if any) and agree to abide by all of them.
- I / we understand that this contract shall be governed under **SINGLE STAGE – ONE ENVELOPE PROCEDURE** as set out in Sindh Public Procurement Rules 2010 (amended 2017). All provisions of Sindh Public Procurement Rules 2010 (amended 2017), whether mentioned in this document or not, shall be applicable to the contract.
- **I / We understand that SSWMB reserves the right to ask the contractor to lift, transport and dispose of Garbage (Solid Waste) from any adjacent area of the District in Karachi (not mentioned in the bidding document) to GTS / Landfill sites of Karachi.**

Contractor Signature _____

Contractor Stamp _____

Name of the Contractor / Company: _____

Name of the Contractor / Authorized person: _____

CNIC No. of Authorized person: _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

FORM OF BID

Bid Reference No. _____
(Name of Contract / Work)

To:

1. Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications and Bill of Quantities for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Bill of Quantities for the sum of Rs. _____) or such other sum as may be ascertained in accordance with the said conditions.
2. As security for due performance of the undertakings and obligations of this bid, we / I submit herewith a bid security in the amount of Pak Rs. _____ drawn in your favour or made payable to procuring agency and valid for a period of _____ days beginning from the date, bid is opened.
3. We/I undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in the contract document.
4. We / I agree to abide by this bid for the period of _____ days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
9. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the procuring agency.
(Please delete this in case of Bid form a single bidder)

in the capacity of _____duly authorized to sign Bids for and on behalf of

Dated this _____ day of _____ 20_____

Signature: _____

(Name of Bidder in Block Capitals) (Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS.

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

[Contractor]

FORMAT FOR CONTRACT AGREEMENT

(To be provided at the time of Agreement)

FORMAT FOR PERFORMANCE GUARANTEE

**(To be provided to the successful bidder/contractor
after acceptance of the bid)**