

# GOVERNMENT OF SINDH

## TENDER DOCUMENT

### **OPERATION / MAINTENANCE OF SSWMB LANDFILL SITE AT DEH JAM CHAKRO (NEAR SURJANI TOWN) KARACHI**

[Single Stage – One Envelope Procedure]

As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

**Reference: SSWMB/Re-NIT-4.1/2017-18**

**Sindh Solid Waste Management Board,**  
Bungalow No. 13, Al-Hamra Housing Society,  
Shaheed-e-Millat Road Karachi.  
Phone: +92-21-99333704-06  
Facsimile: +92-21-99333707  
E-mail: [info@sswmb.gos.pk](mailto:info@sswmb.gos.pk) URL: [www.sswmb.gos.pk](http://www.sswmb.gos.pk)

**Note:**

- i. This document is also available on SPPRA and SSWMB website and can be downloaded and submitted on the day and time as mentioned in the NIT along with Tender fee.*
- ii. All bidders are required to sign and stamp each and every page of the bidding document before submission, else their bids shall be declared **NON-RESPONSIVE** and shall not be considered for evaluation.*

**Tender Document**  
**(Reference No. SSWMB/Re-NIT-4.1)**

**OPERATION / MAINTENANCE OF SSWMB LANDFILL SITE AT  
DEH JAM CHAKRO (NEAR SURJANI TOWN) KARACHI**

[Single Stage – One Envelope Procedure]  
As per Rule 46(1) of Sindh Public Procurement Rules, 2010 (Amended 2017)

**SCHEDULE**

<b>Issuance</b>	<b>From 01-01-2018 to 16-01-2018</b> (Both days inclusive) during office hours.
<b>Bid Submission</b>	<b>16-01-2018 at 1500 hours</b>
<b>Bid Opening</b>	<b>16-01-2018 at 1530 hours</b>

Date of issue:	
Name of Contractor:	
Contractor's Representative	
Name & Signature of Tender Issuing Officer:	

\_\_\_\_\_  
SEAL AND SIGNATURE OF  
THE CONTRACTOR

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# **INVITATION FOR BIDS**

**OPERATION / MAINTENANCE OF SSWMB  
LANDFILL SITE AT DEH JAM CHAKRO (NEAR  
SURJANI TOWN) KARACHI.**

Description of Work : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

**MINIMUM BIDDER'S ELIGIBILITY CRITERIA**

Sr. NO.	Eligibility / Qualification Criteria	YES	NO	Remarks
1.	NTN.			
2.	SRB Registration.			
3.	Proof of payment of tender document fee.			
4.	Bid Security (5%).			
5.	VALID Registration with PEC under Category-4.			
6.	VALID Registration with EPA.			
7.	Minimum experience of two (02) years for Landfill Management / Solid Waste Management related works.			
8.	Proof of turnover of Rs. 50 Million & above during last three years. (Certificate of the bank to be attached).			
9.	List of litigation (if any) within last three (03) years, nature and status / outcome OR Declaration of NO LITIGATION.			
10.	Affidavit / Undertaking that firm has never been blacklisted.			
11.	The contractor / firm whether individually / part of the consortium or Joint Venture, who is already performing waste transfer contracts (front end and middle end) 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 shall be taken, which may include Blacklisting of the firm.			
12.	In order to pre-empt conflict of interest, any participant contractor / Firm of the tender (SSWMB/NIT-8) i.e. 'Customization of weigh bridge software and its operation / maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB landfill site & GTS in Karachi' can not participate in this Tender (SSWMB/Re-NIT-4). 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 shall be taken, which may			

	include Blacklisting of the firm.			
13.	The contractor / firm who intends to participate in the tender must submit 'Rate Analysis' without which the BID shall not be considered for further evaluation.			
14.	The contractor who is a defaulter in working with SSWMB cannot participate in the tender.			
15.	Bid document is signed, named and stamped by the authorized person of the firm along with Authorization letter. Copy of CNIC to be attached.			

**NOTE:** - No bid shall be considered for evaluation unless the bidder fulfills minimum eligibility criteria (Yes in all criteria mentioned above).

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**Signature of Contractor**

**NOTICE INVITING TENDER**  
(SSWMB/Re-NIT-3 & 4 / 2017-18)

Government of Sindh under an Act of Sindh Assembly has established Sindh Solid Waste Management Board (SSWMB) to manage Municipal Solid Waste, Medical Hazardous Waste and Industrial Hazardous Waste in an integrated and holistic manner in Karachi and all other cities and towns of the Province. Sindh Solid Waste Management Board (SSWMB) invites sealed bids from interested Contractors / Firms for carrying out the Works / Services mentioned below under *SINGLE STAGE – ONE ENVELOPE PROCEDURE*:

TENDER REFERENCE NUMBER	NAME OF WORK	ESTIMATED COST	TENDER COST
<b>Re-NIT-3/2017-18</b>			
Re-NIT-3.1/2017-18	Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works)	49.300 Million	Rs. 3000/-
Re-NIT-3.2/2017-18	Construction of Boundary Wall around Landfill Site at Deh Gond Pass (Hub River Road), Karachi. (Civil Works)	49.300 Million	Rs. 3000/-
<b>Re-NIT-4/2017-18</b>			
Re-NIT-4.1/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi.	Open Rate	Rs. 3000/-
Re-NIT-4.2/2017-18	Operation and Maintenance of SSWMB Landfill Site at Deh Gond Pass (Hub River Road), Karachi.		Rs. 3000/-
<b>TENDER SCHEDULE</b>			
Sr. No.	Schedule	Date & Time	Venue
1.	Issuance of Bidding Documents	From 01-01-2018 to 16-01-2018 (Both days inclusive) during office hours.	Office of Assistant Director (Finance), SSWMB, Bungalow No.13, Al-Hamra Housing Society – Karachi.
2.	Submission of Bids	16-01-2018 at 1500 hours	<b>Committee Room, Sindh Solid Waste Management Board, Bungalow No.13, Al-Hamra Housing Society – Karachi.</b>
3.	Opening of Bids	16-01-2018 at 1530 hours	

- Interested companies can obtain Tender Documents including eligibility criteria upon payment of Tender Document Fee (non-refundable) through **PAY ORDER OR BANK DRAFT of Pak Rs.3,000/- (for each work)** in favor of **Sindh Solid Waste Management Board** as per schedule given above from the office of **Assistant Director (Finance)**, SSWMB during office hours. Alternatively the documents may also be downloaded from the website [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk) or [www.sswmb.qos.pk](http://www.sswmb.qos.pk). The companies downloading the documents from the websites must submit Tender Document Fee in the shape of Pay Order or Demand Draft as mentioned above at the time of submission of the bid.
- Bid Security of amount equivalent to 5% of the total quoted bid amount must be attached with the bids.
- Proof of Registration with FBR (NTN / Sales Tax) and Sindh Revenue Board (SRB) and other documents as required in 'Eligibility Criteria' mentioned in Bidding Document are to be submitted with the bids.
- The Bids must be in sealed envelope and submitted SEPARATE FOR EACH WORK / SERVICES.
- The envelope must clearly state:
  - Name of the Work (e.g. Construction of Boundary Wall around SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi (Civil Works) and;**
  - Tender Reference Number as mentioned on the bid document (e.g. SSWMB/Re-NIT.4.1/2017-18).**
- In case, the date of opening of bids is declared as a public holiday or non-working day due to force Majeure, the next official working day shall be deemed to be date for issuance, submission and opening of tenders. The time and venue shall remain unchanged.
- Sindh Solid Waste Management Board** shall not be responsible for any cost or expenses incurred by bidding firms and reserves the right to terminate the procurement process at any time subject to relevant provision of SPP Rules, 2010 (Amended 2017).

**Deputy Director (Procurement)**  
**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.qos.pk](mailto:info@sswmb.qos.pk) website: [www.sswmb.qos.pk](http://www.sswmb.qos.pk)

## **INTRODUCTION**

- Karachi is spread over a vast area of about 3,527 sq. km.
- The population of Karachi produces around 12,000 tons of Municipal Solid Waste / day out of which about 70 – 75% reaches landfill Sites by the present set-up of DMCs / DCK and Sindh Solid Waste Management Board.
- At present, there are a large number of scavengers (50,000 Approx) operating in Karachi, who collect about 60-100 kg each of recyclable materials like paper, glass, ferrous waste, plastic bottles etc.
- In most parts of Karachi there is Communal Collection of Waste. Large containers ranging from 5 cubic yards to 30 cubic yards are placed at any available spot. Mostly these containers are full and overloaded. The garbage lifting is mainly done at these points.
- Karachi's households may be divided as follows:
  - High Income Group: With low population density. House size from 500 sq. yards plots to 2000 sq yards plots.
  - Middle Income Group: With medium population density. House size from 200 sq. yards plots to 500 sq. yards plots and high rise buildings.
  - Low Income Group: House size from 80 yards plots to 100 yards plots.
  - Slum areas or informal housing areas.
  - Old City Areas with narrow streets and heavy traffic congestion
  - Commercial Areas with high-rise buildings, shops and offices.
- At present, door-to-door collection of domestic solid waste is in practice in few small societies/areas where certain groups are operating with small carts and charging Rs. 50-300 per household per month depending on the area served. This service is mostly provided by informal sector, however many NGOs are also trying to perform this service. At present there is no organized commercial company providing such services except in some parts of Clifton Cantonment Board and Defense Housing Society. The DHA has given a contract to a private company.
- Waste Recycling is a major un-organized industry in Karachi. Materials like paper, card boards, packing materials, glass bottles, plastics. Ferrous items, bones are collected either from the producers or from the communal garbage dumps. The yard waste and kitchen waste is usually thrown on the street sides to rot and produce bad smell, attract vermin and cause unhealthy and ugly aesthetics.

### **EXISTING LANDFILL AREA (JAM CHAKRO) - 500 ACRES**

This landfill site is receiving daily (fresh) garbage as well as backlog garbage of district South, East, Korangi, Central, West, Malir, CBC, CBF, Site, Bahria, CBM, KCB, and KMC etc. Rough approximate quantity of daily garbage reaching at LFS Jam Chakro is 8000 ton per day with variation of approximately 25%.



## **INSTRUCTIONS TO BIDDER**

The Sindh Solid Waste Management Board, Government of Sindh, Karachi, in accordance with Sindh Public Procurement Rules, 2010 (amended 2017), invites interested & experienced contractors / Services providers and registered firms to submit sealed bids for the "Operation and Maintenance of Sindh Solid Waste Management Board landfill Site (LFS) at Deh Jam Chakro, Karachi" on 'Single Stage – One Envelope Procedure':

### **"Operation and Maintenance of Sindh Solid Waste Management Board landfill Site (LFS) at Deh Jam Chakro, Karachi"**

- Tender Fee (Non-Refundable): **Rs. 3000/-**
- Last date of purchase of Bid Document: **01-01-2018 to 16-01-2018**
- Last date & time of Bid submission: **06-01-2018 at 1500 hours.**
- Bid opening time: **16-01-2018 at 1530 hours.**
- The purpose of this document is to invite reputed and experiences firms and to submit their bids for providing of services / supplies for operation and maintenance of LFS according to the BoQ for a period of one (1) year.
- The bidder must be registered with Sales Tax (SRB), Income Tax Department (FBR), Pakistan Engineering Council (PEC) & Environmental Protection Agency (EPA).
  - Scope of above-mentioned Work can be increased or decreased subject to provisions of SPPRA Rules 2010 (amended 2017).
  - Interested experienced suppliers & firms may obtain the Bid documents for the above-mentioned Work from the office of the Assistant Director (Finance), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi by submitting application on their letter head along with requisite Tender fee (Non-refundable) with valid copies of Income Tax, Sindh Revenue Board (SRB) Certificate, PEC Registration, EPA Registration, Latest Professional Tax Certificate (where applicable) and copy of CNIC.
  - Sealed Bid on prescribed proforma along with 5% bid security of the total bid in the form of Pay Order / Demand Draft / Call Deposit or Bank Guarantee in favour of Sindh Solid Waste Management Board should reach in office of the Executive Director (Operations-I), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed e Millat Road, Karachi as per schedule given in the NIT and Bid documents.
  - The bid shall contain original bid document purchased by the bidder and each page bearing initial of the Assistant Director (Finance) and round seal of the SSWMB.

- In case, the bidders use a downloaded copy of the bid document, it must be accompanied with Pay Order / Demand Draft of Rs. 3000/- as Tender Fee (Non-refundable), in favour of Sindh Solid Waste Management Board.
- Rate quoted must include Income Tax, Sales Tax and other applicable taxes according to Government rules.
- The Bid will be opened by the Procurement Committee in Committee Room of Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed-e-Millat Road, Karachi in presence of representatives of the bidders who wish to be present on the occasion.
- Only bids offered on the prescribed tender form issued by the Sindh Solid Waste Management Board, Government of Sindh, Karachi or downloaded from SSWMB or SPPRA website shall be accepted. However additional sheets may be attached, if required.
- Conditional Bid / application will not be entertained.
- Work must be completed according to the time mentioned in the relevant clause of bid document.
- The bidder must be holder of VALID registration with Sales Tax (SRB), Income Tax Department (FBR), Pakistan Engineering Council (PEC) & Environmental Protection Agency (EPA).
- Any further information needed, may be obtained from the office of the Executive Director (Operations-I) / Deputy Director (Procurement), Sindh Solid Waste Management Board, Government of Sindh, Bungalow No. 13, Al-Hamrah Housing Society, Shaheed-e-Millat Road, Karachi on any working day during office hours. The bidders are encouraged to visit the site where services / supplies are required.
- The competent authority reserves the right to reject any or all Bids in accordance with the SPPRA Rules 2010 (Amended 2017).
- In case Government announces a public holiday or unforeseen circumstances arise on the date of submission and opening of bid documents then the same will be opened on the next working day.
- The contractor / firm who intends to participate in the tender must submit 'Rate Analysis' without which the BID shall not be considered for further evaluation.
- No bid shall be considered for evaluation unless the bidder fulfills minimum eligibility criteria (YES in all criteria mentioned in the 'MINIMUM ELIGIBILITY CRITERIA').

## DATA SHEET

Sr. #	Data	
1.	Name of Work.	<b>Operation / Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Surjani Town) Karachi.</b>
2.	The Name of Procuring Agency's Official.	<b>Sindh Solid Waste Management Board</b>
	Address.	<b>Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi.</b>
	Telephone.	<b>+92 21 99333704-06.</b>
	Facsimile #	<b>+92 21 99333707.</b>
	Website.	<b><u><a href="http://www.sswmb.gos.pk">www.sswmb.gos.pk</a></u></b>
	E-mail.	<b><u><a href="mailto:info@sswmb.gos.pk">info@sswmb.gos.pk</a></u></b>
3.	Procedure of open competitive bidding	<b>Single Stage – One Envelope Procedure.</b>
4.	Bid shall be submitted by hand or reliable courier service, Proposal submitted through telegraph, telex, fax or e-mail will not be considered. In case the Bid is sent through courier or post, SSWMB shall not be responsible for any delay.	
5.	The bid submission address is at the office of SSWMB Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi. Proposal must be submitted as mentioned in the Tender Notice.	
6.	Bids shall remain valid for 90 (Ninety) days after the RFP/bid submission deadline.	
7.	Clarification may be requested not later than 7 (Seven) days before the submission date. The address for requesting clarification is Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi, <b>Bungalow No. 13, Al-Hamra Housing society, Shaheed e Millat Road, Karachi.</b> e-mail <b><u><a href="mailto:info@sswmb.gos.pk">info@sswmb.gos.pk</a></u></b> , Facsimile <b>+92 21 9933 3707</b>	
8.	Alternative bids are not acceptable and shall not be entertained; each bidder should submit only one bid fulfilling all conditions, instructions and requirement contained in tender documents/RFP.	
9.	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.	
10.	Successful Contractor / Bidder is required to submit performance security at 5% (five percent) of the contract amount in shape of Pay Order or Demand Draft, Call Deposit or Bank Guarantee in favor of Sindh Solid Waste Management Board, in Pak Rupees.	
11.	If required under rules, the contractor / bidder shall undertake to sign Integrity Pact as per Format provided by SSWMB under this contract.	

## **PREPARATION OF BID**

### **1. Language of Bid**

The Bid along with any accompanying literature shall be prepared in English language only.

### **2. Submission of Bid**

- a. The bid shall comprise a Single Stage – One Envelope Procedure.
- b. The bid found to be the lowest evaluated bid shall be accepted.
- c. The Form of Bid (Annexure "A-1"), Rate Analysis Proforma (Annexure "A-2") Minimum Eligibility Criteria (Annexure "B"), Bill of Quantities (Annexure "C") and Integrity Pact (Annexure "D") enclosed herewith, shall be submitted in duplicate. The authorized person signing the Bid documents must state his full name and authorized position / designation underneath his signature.
- d. The erasing and / or alternations, if any, in the Bid shall be authenticated by the authorized person by his / her full signature and with stamp.
- e. Where applicable, the Bid shall be accompanied with the original quotations from the manufactures; in case the Bid is submitted through their authorized agents or distributors, the same shall be supported by credentials establishing the experience and standing of the manufactures and / or their authorized agents or distributors.
- f. Ambiguous and incorrect answers and incorrect filling of Bid Documents will render the Bid liable to rejection.
- g. Quotations / Bids through cable, telegraph, telex, fax, or e-mail shall not be considered.
- h. The Bids shall not rely on any interpretation or correction given by any person except the written addenda and / or corrigenda to documents issued by the competent authority.

### **3. Bid Security Form and Bid Performance Security Form**

- a. The Bidder shall enclose BID SECURITY with his / her Bid in shape of Pay Order or Demand Draft, Call Deposit or Bank Guarantee, issued by any scheduled / commercial bank doing business in Pakistan, for an amount of 5% of the total Quoted Bid of the Items as per the Bid submitted by him / her.

**The bid Security shall be calculated on the basis of Rate offered by the bidder for base quantity of 8000 Tons per day for 365 days. The**

**5% Bid Security (Earnest Money) shall be returned to all bidders as soon as the contract is awarded to the Lowest Evaluated Bidder.**

**Bid Security PKR = quoted rate per ton X 8000 ton X 365 X 5%**

- b. The Bid Security shall be in favor of Sindh Solid Waste Management Board, Karachi. The security so furnished shall remain valid for a period of 28 days beyond the period of validity of the Bid or till it is revalidated / extended for a period mutually agreed upon by the Bidder and the Procurement Agency.
- c. If the Bid is rejected, the Bid Security will be returned as soon as possible after rejection.
- d. The Successful Bidder shall have to give a Contract Performance Security in the shape of Pay Order or Demand Draft or Bank Guarantee, to the extent of 5% of the total value of the contract.
- e. The Performance Security shall be retained by the Sindh Solid Waste Management Board, Karachi for at least 90 days beyond the date of completion of the contract.
- f. In case the Bidder after acceptance of Bid fails/refuses, to execute the Contract, the Earnest Money / Bid Security will be forfeited.

#### **4. Prices**

The Price quoted must be inclusive of all taxes and in Pakistani Rupees.

#### **5. Validity of Prices / Bid**

- a. The prices quoted shall be valid for a period of at least 90 days from the date of opening of the Bid.
- b. Until the final Contract is executed, the successful Bidder shall be bound by the terms and conditions of this Bid document.

#### **6. Acceptance of the Terms**

The Submission of the Bid against this Bid inquiry by the Bidder means that the Bidder has read and accepted the terms and conditions relating to all Bids document and annexures, and that he / she has thoroughly examined the specifications and particulars in the Bid document.

## **7. Delivery Period**

The Contractor shall start the work / services immediately after letter of award of the Contract.

## **8. Powers of the Procurement Agency**

- a. The Procurement Agency / Sindh Solid Waste Management Board on recommendation of the Procurement Committee reserves the right to reject any or all Bids subject to provision of SPP Rules 2010 (Amended-2017).
- b. The Procurement Agency / Sindh Solid Waste Management Board reserves the right to increase or decrease the quantity of the services / supplies, within the limit allowed under SPP Rules 2010 (Amended-2017).
- c. The Procurement Agency reserves the right to cancel the offer of the Bidder whose Bid has been found / evaluated to be the lowest if it is revealed to the Procurement Committee that the Bidder does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Bid Document.

## **9. Evaluation & Comparison of Bid.**

- a. The Bid shall be evaluated on the prices quoted by the Bidder, and other factors like, related past experience, equipments / machinery or etc mentioned in Eligibility Criteria.
- b. For the purpose of evaluation of Bids, the prices shall be compared on total prices as stated in Clause 4 titled "Prices" above.
- c. The contractor / firm who intends to participate in the tender must submit 'Rate Analysis' without which the BID shall not be considered for further evaluation.
- d. **NO** bid shall be considered for evaluation unless the bidder fulfills minimum eligibility criteria (YES in all criteria mentioned in the 'MINIMUM ELIGIBILITY CRITERIA).

## **10. Influence the Purchaser / Procuring Agency**

Any effort by a Bidder to influence the authorities of Sindh Solid Waste Management Board, Karachi / Procurement Committee in the decisions in respect of Bid evaluation, or Contract award will result in the rejection of the bidder's bid.

## **11. Errors in the Bids**

- a. Any arithmetic errors found during evaluation of Bids shall be rectified on the following basis.
  - i. If there is a discrepancy between the words and figures, the amount in words shall prevail.
  - ii. If there is any discrepancy between the total Bid price entered in the Articles of Agreement and the total shown in the schedule of Price, the amount stated in the Articles of Agreement shall be corrected by the Procurement Committee in accordance with the corrected Schedule of Prices.
  
- b. If the Bidder does not accept the corrected amount of Bid, his/ her Bid will be rejected and the Bid Security submitted with the Bid shall be forfeited.

# CONDITIONS OF CONTRACT

## 1. Definition of Terms

In writing these conditions of Contract, Specifications and Bill of Quantities, the following words shall have the meanings hereby indicated, unless there is something in the subject matter or contract inconsistent with such condition.

- i) SINDH SOLID WASTE MANAGEMENT BOARD means Sindh Solid Waste Management Board.
- ii) The Procurement Committee shall mean the Procurement Committee of Sindh Solid Waste Management Board constituted for this (and similar) procurement.
- iii) The EXECUTIVE DIRECTOR (OPERATIONS-I), SINDH SOLID WASTE MANAGEMENT BOARD shall mean the Executive Director (Operations-I) of SINDH SOLID WASTE MANAGEMENT BOARD.
- iv) Purchaser / Procuring Agency means Authorized Officer of the SSWMB including his successor in office and assignees, empowered to act in all matters pertaining to this (and similar) Procurement of Sindh Solid Waste Management Board.
- v) The Contractor / Services provider and registered firms shall mean the Bidder whose Bid has been accepted by the Procurement Committee / Authority and shall include the Bidder's executors, administrators, and successors and permitted assignees.
- vi) The Contract Price shall mean the sum mentioned in or calculated in accordance with the provision of the contract, which is to be paid to the contractor for satisfactory execution of the Contract in accordance with these conditions of contract.
- vii) The Specification shall mean the specifications annexed to or issued herewith.
- viii) Month shall mean the Calendar month.
- ix) Writing shall include any manuscript, type written, printed or other statement reproduced in any visible form and whether under seal or under hand.

## 2. Contract Documents

The terms Contract Document shall mean the following documents, which shall be deemed to form an integral part of the Contract:

- a. Article of Agreement:
- b. Instruction to Bidders:
- c. Conditions of Contract:
- d. Form of Bid including the relevant correspondences prior to signing of the agreement with all Annexures duly filled in:
- e. The Specifications of the Items; and
- f. Bill of Quantity with prices.

In the event of any conflict between the above-mentioned documents, the present Articles of Agreement and Conditions of Contract shall prevail.



### 3. **Bid by Joint Venture / Consortium**

Bids submitted by Joint Venture / Consortium firms shall be entertained ONLY when these fulfill the conditions laid down by Pakistan Engineering Council and Sindh Public Procurement Rules, 2010 (Amended 2017) / SPPRA Guidelines.

### 4. **Signing of the Contract Agreement**

Within 07 days of the issue of the letter of Acceptance, the successful Bidder (Bidders) will be required to sign an agreement with the Sindh Solid Waste Management Board for the "Operation and Maintenance of Sindh Solid Waste Management Board landfill Site at Deh Jam Chakro Karachi".

### 5. **Contract Period**

The period of this contract is for 12 MONTH (ONE YEAR) WHICH MAY BE EXTENDED AT THE DISCRETION OF THE PROCURING AGENCY, but with the consent of the contractor, FOR UPTO THREE (03) MONTHS subject to satisfactory performance of contractor.

### 6. **Work schedule / Programme**

Maximum activities for operation and maintenance of Landfill Site shall be perform round the clock.

### 7. **Arrangement of Water**

The Contractor should make his own arrangement of water if required for execution of work and for drinking purpose.

### 8. **Refund of Security Deposit**

The security deposit shall be refund after three months of the completion of the work / contract to the satisfaction of the authority and after issuance of completion certificate by the authorized In-charge officer of the contract.

### 9. **Shift Pattern of Contractor's Staff, Workers and Time allowed to carry out the Work**

Shift pattern of Contractor Staff, Workers and time allowed to carry out the work and detail program of work shall be submitted by the Contractor for approval of Procuring Agency. Timing of work and shift pattern is the essence of the contract. The maximum activities regarding SWM should be performed round the clock.

### 10. **Inspection**

There shall be joint inspection / visit of performance (if required) by the Inspection Committee / Authority of SINDH SOLID WASTE MANAGEMENT BOARD at Karachi. The inspection committee / Authority

shall sign the inspection report. The Contractor or his authorized representative will arrange the inspection (if required) within 7 days on completion of one year contract as per work order issued by the SSWMB.

**11. Completion / Performance Certificate**

After completion of one year contract (and extension, if any), the contractor shall handover peaceful physical possession of the site without any condition. A certificate is to be obtained by the contractor from SSWMB.

**12. Terms of Payment**

The contractor shall submit its bills on monthly basis, which shall be checked scrutinized for the fulfillment of contractor obligation under the contract and shall be paid after verification and approval of the SSWMB.

**13. Warranty / Guaranty**

The Contractor shall guarantee to follow Pakistan Environment Protection Agency (PEPA) / Sindh Environment Protection Agency (SEPA) Rules wherever applicable in accordance with the Specifications.

**14. Breach of Contract**

In case of breach of Warranty / Guarantee or Contract, the damages suffered by the SINDH SOLID WASTE MANAGEMENT BOARD shall be recovered from the Contractor out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract, without notice the Contractor.

**15. Contractor's Default Liability**

- a) The SINDH SOLID WASTE MANAGEMENT BOARD may upon written notice to the Contractor terminate the contract and to forfeit the amount of Contract Performance Security in the circumstances detailed hereunder:
  - i. If in the opinion / judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to make delivery of the Work/ Services as per specification / conditions of the contract and within the time specified in the Contract Agreement or within the period for which extension has been granted by the board: and
  - ii. If in the opinion / judgment of the SINDH SOLID WASTE MANAGEMENT BOARD the Contractor fails to comply with any of the other provisions of the Contract.
- b) In the event the SINDH SOLID WASTE MANAGEMENT BOARD terminates the Contract in whole or in part as provided in Clause 14 (a) above or Conditions of the Contract, the SINDH SOLID WASTE MANAGEMENT BOARD reserves the right to get the work carried out, as the case may be on such terms and conditions as it may deem appropriate, assign the job to another contractor or carry out the same departmentally and the Contractor will be liable to the SINDH

SOLID WASTE MANAGEMENT BOARD for any Additional Costs for such similar Items, stores / works / services.

- c) The SINDH SOLID WASTE MANAGEMENT BOARD will pay to the Contractor for the completed assigned services / supplies / job / work / delivered carried out to and accepted by the bidder.

**16. Termination of Contract**

If, the Contractor finds impracticable to continue operation or, if owing to force majeure or to any cause beyond its control, the SINDH SOLID WASTE MANAGEMENT BOARD finds it impossible to continue with the contract, then prompt notification in writing shall be given by the party affected to the other.

**17. Force Majeure**

The Contractor shall not be liable for any additional cost for delay or any failure to perform the Contract arising out of force majeure or cause beyond his / her control including acts of God, or of the public enemy, or of the Government, fires, floods, strikes, freight embargoes, provided that the Contractor shall within ten (10) days from the beginning of such delay notify the SINDH SOLID WASTE MANAGEMENT BOARD in writing of the causes of the delay. The SINDH SOLID WASTE MANAGEMENT BOARD shall ascertain the facts and extend the time for completing the supplies / services / rectification of the defects.

**18. Rejection**

In the event any portion of the services provide / supplied by the Contractor is found before taking over to be defective in material or Workmanship, or otherwise not in conformity with the requirements of the Contract, the Procuring Agency shall have the right to either reject or require, in writing, rectification of the Items. In the later case, the Contractor shall with utmost diligence, and at his own expense, made remove the defects so specified or replace the defective Items. If the Contractor fails to rectify or replace the rejected Items, the SINDH SOLID WASTE MANAGEMENT BOARD may terminate the Contract according to the terms & Conditions of Contract.

**19. Extension of Time**

If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the SINDH SOLID WASTE MANAGEMENT BOARD in writing of his claim for an extension of time. The SINDH SOLID WASTE MANAGEMENT BOARD on receipt of such request may agree to extend the completion date as may be reasonable in the circumstances of the case without prejudice to other terms and conditions of the Contract.

**20. Delays in Delivery / Services – Liquidated Damages**

- a) The progress of the contract at any time lagging behind the program as agreed between the Sindh Solid Waste Management Board and the Contractor, the SINDH SOLID WASTE MANAGEMENT BOARD will issue notice the Contactor in writing and the Contractor shall there upon take such steps as he / she may deem fit to expedite the progress of the Contract. Non-issuance of this notice by the SINDH SOLID WASTE MANAGEMENT BOARD shall not in any case absolve the Contractor of the liquidated damages.
- b) If the Contactor fails to complete the Contract, in full, within the time laid down in the Contract Agreement or any extension thereof, there shall be deducted from the Contract Price, as Liquidated damages, a sum of one half of one percent (0.5%) of the Contract price of each Services / Supplies subject to the maximum of 10 percent (10%) of the Contract Price, and such deduction shall be in full satisfaction of the Contractor's liability for the said failure. The Procurement Agency has right to terminate the contract impose liquidity damages and other remedial measures as provided in the contract agreement.

**21. Non-assignment**

The Contractor shall not have the right to assign or transfer without the prior approval of the SINDH SOLID WASTE MANAGEMENT BOARD the benefit and obligations of the Contract or any part thereof to any third party.

**22. Expenditure under Contract**

The Contractor shall not make any expenditure for the purpose of this contract in any country not authorized by the Government of Pakistan.

**23. Income Tax, Sindh Revenue Board (SRB) and other Taxes**

The Contractor is hereby informed that the Government shall deduct tax at the rate prescribed under the tax laws of Pakistan / Sindh, from all payments for services rendered by any Contractor who signs a contract with the SINDH SOLID WASTE MANAGEMENT BOARD. The Contractor will be responsible for all taxes on transaction and / or income, which may be levied by Government. If Contractor or any supplies are exempted from any specific taxes, then it will provide the relevant documents with the proposal / claim.

**24. Stamp Duty**

Stamp duty for contract documents shall be borne by Contractor / bidder at the time of signing of contract at the rate fixed by the Government.

**25. Payments Due from the Contractor**

All costs, ascertained damages or expenses under the Contract that Contractor is liable to the SINDH SOLID WASTE MANAGEMENT BOARD may be deducted by the Sindh Solid Waste Management Board from the amount due or may become due to the Contractor under the Contract or may be recovered by action of law or otherwise from the Contractor.

**26. Legal proceedings**

No proceedings to govern the Contract and the Bid Documents or arising out of any of them shall be instituted in any courts other than those situated at Karachi.

**27. Dispute**

Any question or dispute arise as to the material, design, construct or delay in the services / supplies or the purpose or the performance for which they are required or are warranted, the SINDH SOLID WASTE MANAGEMENT BOARD shall nominate an engineer / expert or a team having knowledge of services / supplies, who will, after affording the parties to the dispute an opportunity to present their contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and, if so, what sum shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be paid to the Sindh Solid Waste Management Board in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.

**28. Arbitration**

All disputes and matters of difference whatsoever (other than those relations to the certificate of expert certifier) between the Sindh Solid Waste Management Board and the Contractor relation to and arising out of the Contract and Bid Documents thereof, each party nominating its own arbitrator. The arbitrators within the first three-arbitral hearings will nominate the umpire. The award of the arbitrators or of the umpire shall be final and binding upon the parties. The arbitral proceedings shall be held at Karachi.

29. This Contract and whole Tendering Process is as per Sindh Public Procurement Rules, 2010 (Amended 2017). All rules and sub-rules of SPPRA Rules 2010 (Amended 2017), whether mentioned or not, in the NIT & Bidding Documents shall be applicable to the bidding process, award of contract and its execution.

## DETAILED SPECIFICATION

### GENERAL

The specification covers the requirements for the operation, maintenance and closure of the Jam Chakro landfill site. It gives a general description of the site and the facilities available and covers the day-to-day requirements for receiving, depositing, spreading, compacting and covering waste and the maintenance of the facilities on the site to ensure an effective operation and maintenance.

#### A. DEFINITION / INTERPRETATION

Builder's rubble / Construction & Demolition Waste	:	Pieces of masonry, concrete, etc resulting from construction, repair and demolition operations, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.
Bulky waste	:	Items, such as motorcar bodies, fridges, etc., Whose large size complicates their handling by normal collection, processing or disposal methods.
Cell	:	A body of waste which has been placed between waste berms covered with soil, soil berms or builder's rubble berms, compacted and enclosed by cover material.
Commercial waste	:	Solid waste generated by shops, offices and other activities not involved in manufacture.
Compaction density	:	The mass of a body of solid waste divided by the volume (after compaction) occupied by that same body of waste.
Compaction ratio	:	The ratio of the volume of loose waste to the volume of the same waste after placement and compaction.
Contractor's enclosure	:	An area allocated to the contractor for his/her own use in connection with the contract including the storage of equipment and plant.
Cover material	:	Soil or other suitable material that is used for enclosing a body of compacted waste but does not include builder's rubble.
Weekly cell	:	As with "cell", with the size being determined by the mass of waste disposed of in a single day, as well as by the number of vehicles delivering waste.
Domestic waste	:	Solid waste that originates in a residential area
Garden waste	:	Plant clippings, pruning and other discarded material from gardens in a municipal area.
Hazardous waste	:	An inorganic or organic element or compound that, because of its toxicological, physical, or persistency properties, may exercise detrimental acute or chronic impacts on human health and the environment. It may include hospital waste.
Chemical	:	Waste arising out of Chemicals processes and includes hazardous and non-hazardous waste.
Industrial waste	:	Non-toxic and non-hazardous solid waste that result from industrial processes and manufacturing, excluding hazardous waste.

Lift	:	A completed layer of one cell in height and usually comprising numerous adjacent cells
Safe disposal	:	The process whereby spoiled foodstuff or condemned products may be disposed of on the landfill under supervision of the health inspector / site supervisor.
Sanitary landfill	:	A method of disposing of refuse on land without causing nuisances or hazards to public health or safety, by utilizing the principles of engineering to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of soil or other suitable material at the conclusion of each day's operations, or at such more frequent intervals as may be deemed necessary
Solid waste	:	Solid Waste has the same meaning as assigned to it under Sindh Solid Waste Management Board Act, 2014. It includes useless, unwanted or discarded material with insufficient moisture content to represent free flowing sludge or to generate free liquid.
Ton	:	1,000 kg.
Waste to cover ratio	:	The ratio of volume of compacted waste to volume of cover material.
Working face	:	That portion of the disposal site where Waste is discharged before being compacted and enclosed by cover material.

## B. **OPERATION AND MAINTENANCE**

The Contractor shall develop a standard operating procedures and maintenance plan for the operation and management of site in consultation with the Sindh Solid Waste Management Board.

### **Source of Waste**

The Jam Chakro and Gond Pass landfill site is a regional facility of Karachi for the Sindh Solid Waste Management Board, although other local authorities may also make use of the site.

### **Waste Quantities**

Quantities of waste generated in Karachi by the local authorities, general public and private contractors is estimated at 12,000 to 15,000 tons per day for all waste categories.

### **Waste Types**

The site is permitted as a general landfill site and subject to the exceptions indicated below, the contractor will be required to handle all, non-hazardous incoming wastes including:

- domestic waste



- garden waste
  - clean soil & builder's rubble
  - non-hazardous dry industrial waste
  - commercial waste
  - bulky waste
  - tyres and other polymeric waste
  - dead animals
  - spoilt foodstuffs destined for safe disposal
  - approved method of treated medical waste
- No drums displaying the hazardous chemical sign, whether closed or open, will be allowed for disposal on site.
  - No Industrial and Hospital Hazardous Waste shall be allowed for disposal on the site unless it is treated and approved by SSWMB for disposal.
  - In the interests of environmental protection and complying with the site waste license requirements, the contractor will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste on to the site. The vehicle owner, and employer should be informed accordingly and the vehicle used to transport such waste, will immediately be blacklisted from the waste disposal facility.

### **C. Contractors Site Establishment**

The contractor will state in the data schedules at the time of bidding, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilized on the site for the purpose of executing the contract. The contractor will be permitted to vary this establishment during the course of the contract only after written application has been made to and written permission received from the SSWMB. The contractor shall ensure at all times, in possession of upto date register of all staff, labour, plant and equipment employed on the site. Any deviation from the provisions of this Clause, especially to the removal of plant and equipment without prior approval, will be regarded as breach of the contract.

### **D. Operation of the Site**

The operation of the site by the contractor will involve the following major functions:

- access to the site and access control
- maintenance of access roads and controlling of traffic within the site
- waste deposition and compaction
- provision and placement of cover material
- control of nuisances
- provision and maintenance of fire breaks repair

The above principles discussed, with a view to providing the prospective contractor with a clear concept of what is expected of him/her and also to providing him/her with guidelines for drawing up his/her proposed action plan. In addition to the major functions dealt with below, numerous other aspects are included for information:



- Access to the Site and Access Control

The Contractor shall be responsible for keeping the entrance to the site via the main access road in a neat and clean state. This includes the removal of all mud and refuse deposited on the road in the vicinity of the site entrance (particularly during wet weather) and the picking up of all windblown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed Weekly. The section of road to be cleaned stretches from the entrance of the site to 2000m on both sides of the entrance at the Main Road.

- Access control shall at all times be performed in a responsible manner, thus ensuring that only vehicles with waste loads are permitted.

- Maintenance of access roads and controlling of traffic within the site

The contractor shall construct and maintain gravel/building rubble access roads to the disposal area on site as and when required during the contract period. The roads must be:

- a) Useable in both wet and dry conditions.
- b) comfortably able to accommodate two large passing vehicles.
- c) sufficiently smooth and even without potholes to enable large loaded vehicles to travel at 20km/h, without damage or discomfort.
- d) Flat enough to enable vehicles to stop and move off without undue difficulty and slipping. All gradients shall not be steeper than 1 in 10 on downhill and 1 in 15 for uphill.
- e) watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.
- f) Clear and easily understandable speed limit, traffic control and direction signs must be provided from the site entrance to the off-loading point at the working face.
- g) Paved areas in and around the site must be swept and kept clean of excessive mud and windblown waste (using brooms or mechanical equipment, where appropriate). Adequate resources must be utilised to perform this duty and it will be done at the Contractor's cost.

- Waste deposition and compaction

Waste deposition will be conducted in adherence with the proven sanitary landfill principles of spreading, compacting and Weekly covering of waste. To achieve this, a single cell shall be constructed and enclosed by cover material at the end of each every operating week. In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells will be as narrow as conditions permit. The size of the cell will be determined by the mass of waste and number of vehicles accommodated during the operating day.

- a) The cell shall be constructed as follows (as far as is practical):
  - i. **Screening berms** are to be constructed along the outside face of the landform. Soil or selected builders rubble, shall be used to construct 1,0m high by 1,0m crest width berms tipped at the natural angle of repose to form the start of the proposed cell.
  - ii. **Internal berms** are to be constructed along the sides of the cell

when inside the landform. Relatively inert waste or other suitable material shall be used to construct 1,5 to 2,5m high berms tipped at the natural angle of repose before it is compacted and covered with Weekly cover to form the sides of the proposed cell. Land filling of refuse takes place in the area behind each consecutive berm in order to ensure the controlled deposition of waste.

- iii. The floor of the cell will have been compacted by the contractor prior to waste being placed (i.e. previous layer of covered waste).
- iv. Remove previous cover material on the floor of the cell over an area of approximately  $9\text{m}^2$  before depositing the day's waste, to prevent the formation of perched liquid tables within the waste body and to ensure the unobstructed flow of methane gas within the landfill.
- v. Waste shall be deposited at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of a landfill bulldozer (or appropriate equipment as agreed with the engineer incharge) per layer of waste to a density of at least  $1000\text{kg/m}^3$ . Once compacted, the height of a cell will not exceed 2,5 m in any situation.
- vi. In order to maximize compaction effort, the slope of the working face shall be at an appropriate angle of between 1:3 and 1:4 to enable the plant to spread and compact the waste deposited at the toe of the cell, upwards upon the working face. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of Weekly cover.
- vii. The upper horizontal surface of a cell shall be finished such that it has a fall of at least 3% and not more than 5%, away from the working face. This will ensure that water on the cell floor will flow from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste.
- viii. Cover material shall be deposited above the cell at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day.
- ix. At the end of an operating day all waste must be contained within the cell. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilized for an extended period of time, shall be placed at a thickness of 300 mm. Builder's rubble may not be used as cover material, except for the preparation of wet weather cells, or with permission from the employer /engineer.
- x. The finished cover surface shall have a minimum slope of **3% and a maximum slope of 5%** and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.
- xi. In order to maintain the required surface gradients, level profile boards shall be erected and used for finishing off of each cell.
- xii. As soon as possible after completion of a lift to the final finished profile, and upon approval by the engineer, the contractor shall construct the final cover as detailed in the approved rehabilitation plan for the site.

- Maneuvering space at working face

Space must be available at the working face to enable vehicles to maneuver and

reverse without causing excessive congestion. A minimum cell width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted. In order to avoid overturning of vehicles, the working face area must also be located and graded so that the vehicles operate on level ground.

- Spoilt foodstuff / Liquor / Beverages

Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal. The foodstuff/liquor must be disposed of at the toe of the working face where after it must immediately be destroyed beneath the compactor and covered by disposing the next load of waste onto the foodstuff, allowing for a minimum of 0.75m of waste and cover material. Extreme care should be taken that none of these foods/liquor/beverages are salvaged by any of the vehicle drivers or operating staff. Notwithstanding the above, stricter regulations may be enforced by regulatory authorities concerned.

Allowance for safe disposal, by appointment, shall be seven days a week.

a. Bulky waste

The contractor shall reduce the volume of items of bulky waste, as far as is practical, by the use of his/her plant.

b. Wet weather

Vehicles may become stuck in the mud when the site is wet. In view of this, the contractor shall ensure that temporary access roads are passable in most situations, with a suitable contingency plan available for continuing the operation in the extreme situation where the access roads are impassable.

A wet weather cell on the main disposal site shall be kept available which has a surface of coarse well drained material, such as builder's rubble or coarse ash, which can be used as the disposal area when conditions become too wet in other areas. A wet weather cell to accommodate at least one week's waste during adverse weather conditions must be maintained.

c. Vehicles stuck on site

The contractor shall have available on site at all times (during normal operating hours) heavy-duty towropes or towbars, and he/she shall assist any vehicle that becomes stuck on the Site with minimal delay. Stuck vehicles must be towed out and under no circumstances may they be pushed out.

The contractor will be held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed. The employer also reserves the right to apply a penalty vehicles be pushed out.

## **E. Provision and placement of cover**

Suitable sources of cover material include:

Material excavated from existing and future disposal cells, which has been stockpiled. A free haul of 2 (two) km will apply under normal circumstances for the cover material to be transported from the excavation area to the disposal cells.

Gravel materials in the adjacent borrow pit area is available for use as cover material. This material may only be used in the event of an emergency when cover material can, due to weather conditions, not be obtained from the stockpile area. The existing stockpiles should be used at all times;

Building rubble, ash, soil and other inert material suitable for covering the waste may be delivered to the site. This material is also to be utilized for constructing, maintaining and repairing of the site roads and berms within the site;

#### **F. Control of nuisances**

- The contractor shall take all reasonable measures to operate the site so as to reduce and, where possible, prevent nuisances such as:

**Odour** – by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere. Also by spraying odour control chemicals as and when required.

**Dust** – dust suppression by means of watering.

**Flies and Birds** – by applying sanitary landfill procedures of compaction and covering, as well as by setting adequate fly traps, and placing fly bait at the working face, composting area, etc.

**Windblown litter** – by applying sanitary landfill procedures of compaction and covering, as well as using litter catch fences where required and picking up the litter which has been scattered in the area. Adequate litter pickers should be deployed for litter picking on a Weekly basis.

#### **G. Scattered waste / Litter Control**

The keeping of the **site and its surrounds** neat and clean by the removal of all windblown or scattered refuse and the picking up of all litter emanating from the operation (as far as is practical). This must be performed Weekly. Areas of particular importance are:

- the public disposal facility
- all site roads
- the area surrounding the working face
- the perimeter fence

#### **Buildings / Infrastructure of SSWMB**

The contractor shall be responsible for the upkeep of the buildings and structures used by him. This will include, but not be limited to the following:

- repair of any damage or deterioration to any of the buildings, other than normal wear and tear maintenance;
- general housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat;
- painting of all buildings and structures (once per annum) using quality approved paint products;

- upkeep and maintenance of gardens and landscaped areas including regular watering (twice per week) of all trees on site
- ensuring clean and hygienic conditions in all toilets, showers, washbasins and kitchen areas.
- maintenance of all wooden doors
- replacement of light bulbs
- On termination of the contract, all buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the employer.

#### Access road

The contractor shall be responsible for the maintenance of all temporary and permanent access roads (i.e. those roads within the site boundary to provide access to the working face). This work will include the watering of the surface to prevent dust nuisance, the grading and filling in of pot-holes from time to time, the resurfacing of the road with selected graded material or building rubble free from reinforcing and with particle size less than 300mm as well as any other repair work to ensure that access to the working area is provided in a safe and usable condition, to the satisfaction of the engineer. All roads shall be to an all-weather standard.

#### Road-markings / Landfill Signs

The contractor will be responsible for maintaining all road markings on the paved entrance facility and access road, up to the intersection with the Main Road.

#### Fire breaks

The contractor will be required to maintain adequate fire breaks, to the satisfaction of the engineer/employer, in order to prevent fires on site, and to take all other steps as may be required to prevent the outbreak and spreading of fires and to provide and maintain the acceptable levels of firefighting equipment on the site.

#### Fire Extinguishers

The contractor shall provide and service all fire extinguishers as per requirement of the chief fire fighter of KMC.

### **H. VIOLATION OF SITE PROTOCOL**

The contractor shall maintain a record and the details of the occurrence of all vehicles that violate the site protocol. Vehicles shall be "blacklisted" from being allowed to dispose of waste at the Jam Chakro landfill site for a period determined by the employer, depending on the violation. A report of the violation is to be given to the vehicle driver and distributed to the driver's direct supervisor and the employer. Types of incidences considered to be a violation.

## SCOPE OF WORK FOR THE CONTRACTOR

### General:

The Contractor shall perform the following different activities at the Landfill Site. The contractor is advised to calculate the following detailed working / calculation / estimates and then quote his rates on ton basis.

1. The following machinery in operational conditions shall invariably be available on site round the clock:
  - a. 03 Nos. of Bulldozer.
  - b. 04 Nos. of Wheel Loaders.
  - c. 02 Nos. of Dump Trucks.
2. The above machinery shall be pre-requisite as basic minimum requirement for a garbage volume of approximately 8000 ton per day. Beyond that the contractor shall have to arrange additional machinery and resources to deal with the workload effectively.
3. All the above machineries must be in operational condition and these machineries should be present on the site for 24 hours. In case of any machinery under goes defect the contractor shall be responsible to provide substitute within four (4) hours.
4. The Contractor shall arrange / manage to remove/ lift the scattered garbage (rough estimated of garbage is 2 to 3 Lac ton) along roadside of the landfill site area within three months by deploying additional machinery. This is part of the contract hence No additional payment shall be made for this work.
5. The Contractor shall make a work plan for operation on 24x7x365 basis through the machinery and allied resources in three shifts and submit the same to SSWMB.
6. The payment will be made as per the rates quoted by contractor subject to the actual resources deployed by contractor during billing period. The payment will be made on the lower side. Deductions shall be made for the actual resources not deployed or used as per the 'RATE ANALYSIS' submitted by the Bidder in the Bid and accepted by the Procuring Agency.
7. The contractor would be required to submit the copy of agreement with the bid, if he hires the machinery from outside. Contractor would also inform the Board in writing about the type and number of machinery hired as well as specification of that machinery along with certificate form recognized workshop regarding its efficacy and durability as working condition.
8. It would be the responsibility of contractor to pay their vendor on time and would not rely solely on the payment received from the Board.

9. The contractor shall provide clay on weekly basis on the working face of the dumping site. The minimum thickness of the layer would be 1 feet.
10. Burning of garbage by local scavengers is a major environmental concern. The contractor would be required to stop this practice and would also device a workable strategy and submit it to the Board. The contractor would be given maximum (02) months to stop the burning of garbage at landfill site.
11. The contractor will provide Weekly Progress Report of the work to the SSWMB Office with the signature of deputed designated field staff or Engineer concerned from the Board as well as contractor's representative. The weekly progress report would be considered the main instrument for the calculation of payment.
12. In case of any dispute or in claim by the contractor, the same would be referred to the concerned Departmental Committee Constituted for the purpose. The competent authority shall decide the matter in the light of recommendation of the committee, which will be deemed as final.
13. The contractor would be required to prepare and maintain at least three dumping points at landfill site for waste disposal operations. One site for day operation, one for night operation and one for the emergency use.
14. The contractor shall install minimum 04 Nos. of barriers to control unauthorized dumping of waste at landfill site.
15. The contractor would submit his operational plan and methodology with bidding documents for evaluation.
16. The contractor shall ensure spraying and ensure of water on internal *kacha* roads for dust control.
17. The contractor shall ensure installation of clear and visible on-site directional signs for proper traffic routing.
18. The contractor shall provide and post nine (9) armed security guards at the landfill area for security of the installments and also to make sure that no burning of waste took place and ensure proper dumping at the active area. The arm guards must be working round the clock in eight hourly shifts for 24x7x365 (72 Security Guard hours). The approval must be taken before hiring of Security Guard from reputed company.
19. The contractor shall be bound with all the Federal & Provincial Rules regarding environment and he shall follow all the rules and regulations as imposed by the Environmental Regulatory agencies or other authorities from time to time.
20. The contractor shall attach / submit the work management plan with complete list of number of Tools and Plants and Field staff etc at the time of submission of Bid. The SSWMB shall be at liberty to direct the contractor to remove forthwith any person provided by the contractor at the work, who in the opinion of SSWMB



indulges in misconduct, or is incompetent or negligent in proper performance of his duties or whose presence on site is otherwise considered by SSWMB to be undesirable, and such person shall not be allowed to work / enter on the site without the consent of SSWMB. Any person removed from the work shall be replaced immediately.

21. The contractor shall not recruit or attempt to recruit his staff and labor from amongst the persons in service or employees of local council or government.
22. The Contractor shall provide a list of their employees.
23. The Contractor shall keep all the equipment and other facilities handed over to him by the SSWMB in received conditions.
24. After award of the work, the contractor shall provide one 4x4 Toyota double cabin-Revo or equivalent Japanese / Germany brand within one month or on the request of SSWMB (model to be approved by SSWMB), which will be the property of SSWMB. The vehicle shall be registered in name of SSWMB and registration fees shall be borne by the Board. The payment shall be made directly to the manufacturer / authorized dealer bases of pre-receipted bill. It is further Clearfield the price shall be deemed to be included / integral part of the whole contract and not an additional item. The amount paid by SSWMB directly to the manufacturer / authorized dealer bases of pre-receipted bill shall be recovered and deducted from the bills of the contractor in 2-3 installments.
25. The Contractor shall invariably provide proper uniform to his employees, which should be suitable and fit for work. Further for the purpose of identification and security, the contractor shall also issue identity cards, jackets, caps etc to its entire employees who may be detailed to work within area under the contract. If any employee of the contractor is found without these items a penalty of Rs. 5000 rupees per person shall be imposed and deducted from monthly bills of the contractor.
26. The Contractor shall ensure that his staff is courteous with general public.
27. The Contractor must adhere to health and safety work laws of Govt of Pakistan / Govt. of Sindh.
28. The Contractor shall be responsible, in case of any theft or robbery, if the stolen property is of SSWMB which he shall pay according to the prevailing market rates.
29. The Contractor shall establish a tyre shop / mini workshop at the site for small repairing and making puncture of tyres of machinery.



## ARTICLES OF AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi, hereinafter called the "Party No.1", of the one part, \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_

(Name and designation of the authorized person)

located at \_\_\_\_\_ hereinafter called the "Party No.2" which expression shall include their successor, legal representatives of the second part.

**Whereas** the Party No.1 requires the services / supplies and related services for its Landfill sites, and whereas the Party No.2 has agreed to supply, install, put into operation and demonstrate the Working of the said supplies / services valued at \_\_\_\_\_ in the period of \_\_\_\_\_ days / \_\_\_\_\_ (Amount in figures and words)

months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the Party No.2.

### Now this Agreement witnessed as follows:

1. In this agreement Works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by \_\_\_\_\_

(Name and designation of the authorized person)

on behalf of the Party No.2, and by Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi all of which shall be deemed to form and be read and construed as a part of this

### Agreement via: -

- a) Articles of Agreement;
  - b) Instructions to Bids;
  - c) Condition of Contract;
  - d) Offer of Party No.2 including the relevant correspondences prior to signing of this Agreement with all Annexure duly filled in and submitted with the Bid.
  - e) The specifications of the Items; and
  - f) Bill of quantity with prices (including Rate Analysis).
3. In consideration of the payment to be made to the Party No.2, the Party No.2 hereby covenants with the Executive Director (Operations-I), Sindh Solid Waste Management Board, and Karachi to supply, deliver, install, put into

operation and demonstrate the Services / supplies in conformity in all respects of the Contract.

4. **The Executive Director (Operations-I), Sindh Solid Waste Management Board, Karachi** hereby **covenants** to pay the contractor in consideration of the providing of services / supplies for the contract price in the manner prescribed by the contract and approved by the Sindh Solid Waste Management Board, Karachi.

**In witness thereof** the parties have hereunto set their respective hands and seals, the day month and year above written.

**Executive Director (Operations-I)**  
Sindh Solid Waste Management Board  
Karachi

**WITNESSES OF PARTY NO.1:**

Witness No. 1:

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

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

Designation: \_\_\_\_\_

Witness No. 2:

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

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

Designation: \_\_\_\_\_

**WITNESSES OF PARTY NO.2:**  
**CONTRACTOR**

Witness No. 1:

Signature \_\_\_\_\_

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

Designation: \_\_\_\_\_

Witness No. 2:

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

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

Designation: \_\_\_\_\_

**Form of Bid  
(Letter of Offer)**

Bid Reference No. SSWMB/Re-NIT 4.1 Dated: \_\_\_\_\_, 2018

Name of Contract: **Operation / Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town), Karachi**

**The Executive Director (Operations-I),**  
Sindh Solid Waste Management Board, Karachi.

Dear Sir,

1. Having examined the Bid Documents including instructions to Bidders, Conditions of Contract, Specifications, Schedule of Prices etc. for the execution of the above-named Contract, we, the undersigned, being a company / Firm doing business under the name and address \_\_\_\_\_  
\_\_\_\_\_ being duly incorporated under the laws of Pakistan hereby offer to execute and complete such contract and remedy any defects therein in conformity with the requisite Documents for the Total Bid Price of Rs. (in figures) \_\_\_\_\_(in words)\_\_\_\_\_ for ONE YEAR or such other sum as may be ascertained in accordance with the said documents.
2. We understand that all the Schedules attached hereto from part of this Bid. We also understand that all items mentioned in the Bill of Quantity (BOQ) and all the works as per details mentioned in the 'SCOPE OF WORK FOR THE CONTRACTOR' constitute integral part of the CONTRACT, as such we undertake to perform all components of the CONTRACT accordingly. We also understand that the rates quoted by us are inclusive of all above components and ancillaries unless specifically excluded.
3. We understand that the Quantity of 'Solid Waste / Garbage' reaching the Landfill Site is an estimate and it can vary <sup>+</sup> \_ 25%.
4. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security referred to in Clause 4 of the Instructions to Bidders in the amount of Rs. \_\_\_\_\_ (in words and figures) drawn in favor of or made payable to Sindh Solid Waste Management Board, Karachi and valid for a period of 28 days beyond the period of validity of this Bid.
5. We undertake, if our Bid is accepted, to complete the whole of the Work comprised in the above-named Contract within the time.
6. We understand that, if awarded the contract, we shall be bound to supply and perform all the works mentioned in the scope of work. We also understand that the price of provision of Double Cabin Vehicle as per details mentioned in the scope of work is included in our offer and it shall be property of the Sindh Solid Waste Management Board.

7. We agree to abide by this Bid for the period of 90 days beyond the date of opening of the Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
8. Unless and until a formal Contract Agreement is signed, this Bid, together with your acceptance thereof, shall constitute a binding contract between us.
9. We undertake, if our Bid is accepted, to execute the Contract Performance Security referred to in Clause 4 of the Instructions to Bidders for due performance of the Contract.
10. We understand that you are not bound to accept the lowest or any Bid you may receive.
11. We do hereby declare that this Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the above- named Contract.

Dated this \_\_\_\_\_ of \_\_\_\_\_ 2018

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

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

CNIC No. \_\_\_\_\_

in the capacity of \_\_\_\_\_ Authorized to sign Bid for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Letter)

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

\_\_\_\_\_

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Witness:

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

CNIC No. \_\_\_\_\_

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

\_\_\_\_\_

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Occupation: \_\_\_\_\_

Telephone No. \_\_\_\_\_

**RATE ANALYSIS**

Work 4.1 Operation and Maintenance of Sindh Solid Waste Management Board Landfill Site at Deh Jam Chakro (Near Surjani Town) Karachi.

S. No.	Eligibility / Qualification Criteria	Nos.	Rate	PKR
				Amount per year
1.	Providing/Engaging 9 Security Guard with Arms (Repeater) for 24x7x365 (8-12 hour shifts daily = Total 72 Security Guard Hours per Day) at the landfill site.	09 par day		
2.	Providing/Engaging Supervisor & + 6 helpers / support staff per shift (24x7x365) at landfill site			
3.	Providing / Engaging Dump Trucks 10-12 wheeler (20 to 25 ton carrying capacity) with POL and Operator in 2-3 shifts daily (minimum 16 hours working per day) for removal of backlog from Metal Roads and other areas of landfill site as per scope of work.			
4.	Providing / Engaging D7 Bulldozers (or equivalent or above) with POL and operator in three shifts (24x7x365) for leveling and dressing for incoming garbage dumped at landfill site as per scope of work			
5.	Providing / Engaging of +4 Wheel Loaders with POL and operator in three shifts i.e. +40 service hours per day (24x7x365) for leveling & dressing of incoming garbage dumped at landfill site as well as for leveling of imported clay used for construction of cell on daily basis as per scope of work.			
6.	Providing / Engaging water bouzer for sprinkling of water on katcha track / murrum road for daily basis.			
7.	Providing / Engaging one tractor 4x4 with front blade in two shifts for construction / leveling of katcha track as per scope of work.			
8.	Cost of providing one 4x4 Toyota double cabin-Revo or equivalent Japanese / Germany brand within one month or on the request of SSWMB (model to be approved by SSWMB), which will be the property of SSWMB.			
9.	Cost to remove/ lift the scattered garbage (rough estimated of garbage is 2 to 3 Lac ton) along roadside of the landfill site area within three months by deploying additional machinery.			
10.	Cost of imported clay used for preparing of cell. (in cubic meters)			
11.	Misc. expenditure			

\_\_\_\_\_  
Signature of Contractor

**MINIMUM BIDDER’S ELIGIBILITY CRITERIA**

S. No.	Eligibility / Qualification Criteria	YES	NO	Remarks
1.	NTN.			
2.	SRB Registration.			
3.	Proof of payment of tender document fee.			
4.	Bid Security (5%).			
5.	VALID Registration with PEC under Category-4.			
6.	VALID Registration with EPA.			
7.	Minimum experience of two (02) years for Landfill Management / Solid Waste Management related works.			
8.	Proof of turnover of Rs. 50 Million & above during last three years. (Certificate of the bank to be attached).			
9.	List of litigation (if any) within last three (03) years, nature and status / outcome OR Declaration of NO LITIGATION.			
10.	Affidavit / Undertaking that firm has never been blacklisted.			
11.	The contractor / firm whether individually / part of the consortium or Joint Venture, who is already performing waste transfer contracts (front end and middle end) with the SSWMB cannot participate in the tender in order to preempt 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 shall be taken, which may include Blacklisting of the firm.			
12.	The contractor / firm who intends to participate in the tender (SSWMB/NIT-8), i.e. 'Customization of weigh bridge software and its operation / maintenance including remote monitoring as well as automatic / systematic reporting of weigh bridge system at SSWMB landfill site & GTS in Karachi' can not participate in this Tender (SSWMB/Re-NIT-4). 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 shall be taken, which may include Blacklisting of the firm.			
13.	The contractor / firm who intends to participate in the tender must submit 'Rate Analysis' without which the BID shall not be considered for further evaluation.			
14.	The contractor who is a defaulter in working with SSWMB cannot participate in the tender.			
15.	Bid document is signed, named and stamped by the authorized person of the firm along with Authorization letter. Copy of CNIC to be attached.			

**NOTE:** - No bid shall be considered for evaluation unless the bidder fulfills minimum eligibility criteria (Yes in all criteria mentioned above).

\_\_\_\_\_  
Signature of Contractor

**Operation / Maintenance of SSWMB Landfill Site at Deh Jam Chakro (Near Surjani Town) Karachi**

**BILL OF QUANTITIES**

Sr. No.	Nomenclature	*Qty per day	Rate per Ton	Total Amount in Rs. per Year
1.	Managing, Compacting, Spreading, Cell preparation of in-coming garbage (as per daily weigh bridge record) at Landfill Site in accordance with detailed scope of work.	8000 tons		
	<b>Total Amount in Rs</b>			
<b>Total Amount in Words:</b> _____ per year.				

\* Quantity of 'Solid Waste / Garbage' reaching the Landfill Site is an estimate and it can vary +\_25%.

**IMPORTANT NOTE:-**

- i. The Contractor / bidder shall provide detailed breakup / rate analysis of every item / detail as mentioned in SCOPE OF WORK along with detailed specification of machinery for operation including supply of vehicle as mentioned in SCOPE OF WORK. Non-submission of this document shall render the bid invalid / Non-responsive.**
- ii. Payment shall be made as per actual supplies / works / services provided by the contractor / firm after deduction of the amount of works, supplies & services not done or not supplied.**

Bidders are required to comply with all the clauses mentioned in the terms and conditions of the tender along with submission of all the relevant as per tender. In case of any deviation / incomplete document from tender will be prohibited for competing in the tender / render their offer invalid.

Pay Order/ Demand Draft No \_\_\_\_\_ / Bank Guarantee No. \_\_\_\_\_ drawn on \_\_\_\_\_ (Name & address of the Bank) for an Amount of Rs. \_\_\_\_\_ in words ( \_\_\_\_\_ ) of Bid Security equal to 5% as mentioned in section PREPARATION OF BID under PARAGRAPH NO.3 (original must be attached with Bid).

Full Name & Address of Firm \_\_\_\_\_

CNIC No. of authorized Person \_\_\_\_\_

Signature of Authorized Person \_\_\_\_\_

Seal / Stamp of Firm \_\_\_\_\_

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

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 ]