LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

CORRIGENDUM / ADDENDUM NO. 1

FOR

HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMP SITE (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER ONE YEAR)

This refers to the previous invitation to bid published in "The Roznama Jang Lahore" date September 27, 2026 & Dawn-e-Paper" dated September 29, 2026 vide an IPL No.10182 as well as published on Punjab e-Procurement System (e-P) and PPRA Punjab dated September 25, 2026 for the subject cited bid / tender;

- Bid submission / closing date has been extended till **1100 hours** on **October 20, 2026** and the same has been published on Punjab e-Procurement system (e-P) website (https://ep.punjab.gov.pk) and PPRA Punjab website (https://ppra.punjab.gov.pk) on dated **October 13, 2026**

- Opening of bid under rule 38(2-a) of PPR-14 shall be conducted online through Punjab E-Procurement System (E-P) on the same day at **1130 hours**.

- Queries of the Bidder have been addressed vide published Pre-Bid Minutes.

Other terms & conditions of the Bidding Document shall remain the same.

Note:

The URL of the website of the PPRA Punjab is (https://eproc.punjab.gov.pk/) and the URL of the website of the Punjab e-procurement system (E-P) (https://ep.punjab.gov.pk). Response time shall be calculated exclusively from the publication of the advertisement on the aforementioned websites of PPRA Punjab and Punjab e-Procurement system (e-P).

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Email: procurement@lwmc.com.pk

MINUTES OF PRE-BID MEETING

ADDENDUM / CORRIGENDUM NO.1 TO THE BIDDING DOCUMENT

TENDER: HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMPSITE

LWMC Participants:

1.	Mr. Altaaf Hussain Ansari	Deputy CEO Services
2.	Mr. Mubeen Ahsan	Deputy CEO Operations (C-II)
3.	Mr. Ashhab Malik	General Manager (P&C)
4.	Mr. Naveed Ahmad	Senior Manager Finance
5.	Mr. M. Hassan	Senior Manager (P&C)
6.	Mr. M Shamshad	Manager Procurement
7.	Mr. M Awais Zafar	Asst. Manager Procurement

Bidders Participants:

1.	Mr. Zaheer Ahmed	M/s Mediland Pakistan PVT Ltd.
2.	Mr. Irfan Khan	M/s Alam Khan Brothers (AKB)
3.	Mr. Tahir Rasheed	M/s Clean Universe
4.	Mr. Usman	M/s Webog Global
5.	Mr. Tahir	M/s Waste Buster
6.	Mr. Murad Rana	M/s Ghulam Hussain & Sons (GHS)
7.	Mr. Arab Khan	M/s Ismail Brothers
8.	Mr. Majid	M/s Al-Haseeb

Date: 02-October-2026, **Time:** 1100 Hours, **Venue:** 7th Floor, Conference Room-LWMC

Note: This shall be considered as an Addendum / Corrigendum No.1 to the Bidding Document and shall be considered as its integral part vide clause 2.2.3 of the bidding document.

Meeting started with the name of Almighty ALLAH. General Manager P&C briefed the salient features of the bidding documents. Deputy CEO Operations invited the prospective bidders to ask the queries regarding the bidding document of the subject-cited project. Queries of the bidders along with reply / response are as follows;

Sr.	Queries of the Bidders	Reply of Queries / Decision
1.	**M/s Waste Busters;** Clarification on the following key matters is required; • Rate & Costing • Cycle Time & Fleet • Working Hours & Manpower • External Delays • Penalties & NR • Tonnage & Additional Work • Bid Extension	**No change in the bidding document as all requested key points are already described in detail.**

MINUTES OF PRE-BID MEETING

ADDENDUM / CORRIGENDUM NO.1 TO THE BIDDING DOCUMENT

TENDER: HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMPSITE

2.	**M/s Mediland Pakistan (Pvt) Ltd** **1. Section-IV: Bid Data Sheet:** Availability of Machinery (Owned/Rental); Non-Identical / Unique Resources may inadvertently limit participation from capable and qualified bidders; we respectfully request the procuring agency to consider relaxing evaluation criteria in the interest of promoting wider and healthier competition. **Suggestion:** There are two limiting requirements in the tender, namely Annual Turnover and Machinery. It is proposed that the machinery requirement may either be removed altogether, particularly the mandatory requirement of an excavator, or rationalized by defining practical and essential machinery requirements relevant to the scope of work. This would provide contractors with a fair opportunity to participate in a sufficient number of lots, thereby promoting healthy competition and ensuring wider participation among qualified bidders. **2. Annual Estimated Prices:** Cost estimation of the project has been calculated on lower side. **Suggestion:** Considering the scope of the project and the prevailing fuel prices, it is observed that the initial cost estimations are lower than the actual cost required for effective project execution. To ensure the successful implementation and sustainability of the project, it is kindly requested that the estimated cost be appropriately enhanced to reflect the prevailing market conditions and operational requirements.	**No change in the bidding document.**

MINUTES OF PRE-BID MEETING

ADDENDUM / CORRIGENDUM NO.1 TO THE BIDDING DOCUMENT

TENDER: HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMPSITE

3.	**M/s Ismail Brothers:** It is submitted that the tender document for the subject procurement prescribes a working duration of **08 hours per day** for the deployment/operation of machinery for secondary waste transportation. In this regard, it is pertinent to mention that, considering the existing operational requirements, daily waste generation, transportation workload, turnaround time and the requirement for timely clearance of Transfer/Collection Points (TCPs), the prescribed working duration of 08 hours may not be adequate to achieve the desired operational efficiency. Accordingly, it is proposed that the working duration may be revised from **08 hours to 12–16 hours per day**, depending upon the operational requirement and workload of the respective TCP. Furthermore, upon review of the TCP-wise machinery deployment, it has been observed that the number of machinery/equipment proposed for certain TCPs appears to be considerably higher than the actual operational requirement. Such deployment may result in under-utilization of machinery and an avoidable financial burden on the Company. It is, therefore, requested that the TCP-wise machinery requirement may kindly be reviewed and rationalized on the basis of actual waste quantities, transportation distances, number of trips, turnaround time, loading/unloading requirements and prevailing operational conditions. The machinery requirement may accordingly be revised to ensure optimum utilization of resources without compromising the required service level. It is further proposed that the penalty provision for Zero Waste may kindly be rationalized and reduced from the existing 07% to a maximum of 02% of the daily invoice amount, based on the target daily tonnage of the respective TCP/site. The	**No change in the bidding document.**

	Contractor shall ensure zero waste at all TCPs on a daily basis. In case of **Not Responding (NR) vehicles** in the Vehicle Tracking and Monitoring System (VTMS), the Contractor shall be responsible for resolving the issue within **24 hours**. In case the issue remains unresolved beyond 24 hours, **05% of the total tonnage attributable to the NR vehicle** shall be deducted, subject to verification through VTMS data and other available supporting evidence. In case of any dispute regarding the operational status or working of the vehicle, the concerned field team, including the **Zonal Officer/Town Manager and TCP Team**, shall verify the vehicle's working on the basis of available data/evidence before processing of the relevant deduction. In view of the foregoing, it is requested that necessary amendments/clarifications in the tender documents may kindly be considered with regard to the following: **I.** Revision of daily working duration from **08 hours to 12–16 hours**, as per operational requirement; **II.** Rationalization/reassessment of **TCP-wise machinery deployment** based on actual operational requirements; **III.** Revision of the **Zero Waste penalty from 07% to 02% of the daily invoice amount**, based on the target daily tonnage of the respective TCP/site; and **IV.** Revision of the **NR vehicle deduction from 25% to 05% of the total tonnage attributable to the NR vehicle**, subject to verification through VTMS data and available supporting evidence. The proposed revisions are aimed at ensuring efficient utilization of machinery, uninterrupted secondary waste transportation, timely clearance of TCPs, effective monitoring through VTMS, operational flexibility, accountability and cost-effectiveness of the procurement.	

4.	It is, therefore, requested that the matter may kindly be examined and necessary action may please be taken accordingly. **NAWAB KHAN & BROTHERS:** **1. Deduction of Working Hours against Trips:** This contract is a rental machinery contract based on eight (8) hours of working per day. Our machinery is deployed and works the full eight hours every day, which is duly recorded at site. However, the landfill team is deducting our working hours on the basis of a lower number of trips completed. With respect, this is not consistent with the nature of the contract. Since the contract is awarded on an hourly rental basis and not on a per-trip basis, working hours cannot be compared with or measured against the number of trips. Once the machinery is available and operated for the agreed eight hours, the full hours should be credited, irrespective of the trip count, which in any case varies due to site conditions beyond our control. **2. Increase in Haulage Distance per Trip:** At the commencement of the contract, the distance per trip was only about 1 kilometer at present, this distance has increased to more than 5 kilometers. This is the main reason for the reduction in the number of trips, as each trip now takes considerably longer to complete, and it has also placed an extra burden on our operating cost, particularly on fuel consumption. It is important to note that there is no clarification in the Terms of Reference (TOR) or in the contract covering such an increase in haulage distance. This situation was neither foreseen nor provided for at the time of bidding, and it is therefore not justified that its consequences be borne by us through hour and trip deductions. **3. Absence of a Proper Price Adjustment (Fuel) Factor:**	**No change in the bidding document.**

	The contract does not contain any proper price adjustment or fuel factor. In the present circumstances of high fuel prices and increased market rates, it has become impossible for us to sustain operations under the existing rates. Without a mechanism to adjust for fuel and market price variations, our costs continue to rise while our rates remain fixed, which is resulting in continuous financial loss and makes it unviable to survive under this contract. In light of the above, we respectfully request that our full working hours be credited as per the rental (hourly) basis of the contract and that hours no longer be deducted against trip count; that the increased haulage distance be duly recognized and the trip criteria reassessed accordingly, since it is not covered under the TOR or contract; and that a proper price adjustment / fuel factor be incorporated into the contract to cover the current fuel prices and market rates. We respectfully submit that, under the current situation and the existing terms and conditions, it is not possible for us to continue the work beyond *12 October 2026*. We are compelled to take this position purely due to the reasons stated above, which have made continued operation financially unviable. We therefore request that these matters be reviewed and resolved on priority so that this essential service can continue without interruption. We remain committed to our working relationship with LWMC and hope for your kind understanding and an early, favorable decision. We would be glad to provide our daily working records or arrange a joint site visit for verification if required.	

MINUTES OF PRE-BID MEETING

ADDENDUM / CORRIGENDUM NO.1 TO THE BIDDING DOCUMENT

TENDER: HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMPSITE

5	**M/s Webog Global:** With reference to LWMC's tender for Secondary Waste Transportation to Dumpsite, scheduled for bidding on 14 October 2026, we respectfully submit our concerns regarding the commercial viability of the estimated per-ton rates and request their review before bidding. Having worked with LWMC for more than eleven years, WEBOG GLOBAL values its longstanding association with the organization and remains committed to reliable, efficient, and uninterrupted waste management services. This submission is made in good faith, drawing on our operational experience, to support a successful procurement process and sustainable contract execution. Based on our assessment, the proposed estimated rates are below those applicable to the existing contract awarded last year and currently in operation. They also appear lower than prevailing rates charged by transport contractors and sub-vendors for comparable services. At the proposed rates, we consider execution commercially unviable under current operating conditions. We understand that the original estimate was calculated using a diesel price of PKR 409.42 per liter, and that a subsequent decrease in diesel prices resulted in a corresponding reduction in the estimated transportation rate. However, a reduction in fuel prices does not necessarily translate into an equivalent reduction in the total cost of service delivery. Repair and maintenance, engine oil, lubricants, tyres, spare parts, labor, and fleet availability remain significant cost components, while fuel-price volatility	**No change in the bidding document.**

	adds uncertainty over the contract period. An adequate estimate is essential to attract commercially sustainable bids and ensure that contractors can maintain the required fleet, meet operational obligations, and deliver uninterrupted services. An estimate that does not sufficiently reflect these requirements may limit participation, create execution difficulties, and increase the likelihood of procurement delays or re-tendering. We therefore respectfully request LWMC to: 1. Review and appropriately revise the estimated per-ton rates against existing contract rates, prevailing market conditions, and the full cost of delivering the stipulated services. 2. Clarify the basis of the estimate, including the diesel benchmark and provision for material non-fuel operating costs. 3. Clarify the contractual mechanism for fuel-price adjustments, including its application throughout the contract period. We respectfully recommend that this review be completed and any resulting revisions or clarifications be communicated to all prospective bidders sufficiently before the scheduled bidding date. A timely review would support value for money, minimize avoidable procurement delays, and safeguard service continuity and LWMC's institutional reputation. WEBOG GLOBAL would be pleased to provide comparative rates and supporting operational cost details to assist this assessment.	

MINUTES OF PRE-BID MEETING

ADDENDUM / CORRIGENDUM NO.1 TO THE BIDDING DOCUMENT

TENDER: HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMPSITE

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<tr>
<td>6</td>
<td>Requirements at Sr. C & D of Mandatory Criteria may be revised by considering the contractor who is working in Islamabad / Federal Territory.</td>
<td>Requirements at Sr. C & D of Mandatory Criteria have been revised as under;
<table>
<tr><td>c</td><td>Registration with Provincial Sales Tax Authorities on Services / ICT Sales Tax on Services (Operative PRA/SRB/KPRA/BRA/ICT etc. required) for the last three years.</td></tr>
<tr><td>d</td><td>Active Taxpayer Status w.r.t Income Tax & Provincial Sales Tax Authorities on Services / ICT Sales Tax on Services (i.e. PRA/SRB/KPRA/BRA/ICT etc.).</td></tr>
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BIDDING DOCUMENT

HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMP SITE (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER ONE YEAR)

Lot No. & Description	Participation Status (Yes or No)	Lot Priority (Ranking) (1st to 10th)
Lot-1: WT, ABT (Handoo TCP)		
Lot-2: SBT (Sagian Bridge TCP)		
Lot-3: DGBT-I (Saggian Mandi TCP)		
Lot-4: DGBT-II (Shadman TCP)		
Lot-5: GT 19-20, ST (Singhpura Mandi TCP)		
Lot-6: RT (Batti Chowk & Jadda TCP)		
Lot-7: ST (China Scheme TCP)		
Lot-8: NT, GT (Gajjumata, Kot Lakhpat & Tehayat TCP)		
Lot-9: AIT-I (Mohlanwal & Qatarband TCP)		
Lot-10: AIT-II (Bakarmandi & Raiwand TCP)		

PROCURING AGENCY: LAHORE WASTE MANAGEMENT COMPANY

(BIDDING PROCEDURE: SINGLE STAGE TWO ENVELOPE PROCEDURE)

Preface

This template for Standard Bidding Documents (SBDs) (Non-Consultancy Services) has been formulated in accordance with Punjab Procurement Regulatory Authority Act, 2009 (PPRA Act-09), Punjab Procurement Rules 2014 (PPR-14) and Punjab Procurement Regulations 2024. It has been seriously taken care of that all the basic guidelines/principles/requirements for the preparation of SBDs should be included in this template in order to facilitate the procuring agencies of Punjab. The principle of "Value for money" remained the guiding spirit and ultimate object of our endeavor.

All the procuring agencies may use/seek guidance from this template for the preparation and finalization of SBDs (of a specific procurement) which may also include other details, as per requirement of the procuring agencies, as far as they are not inconsistent with Punjab Procurement Regulatory Authority Act, 2009 (PPRA Act-09), Punjab Procurement Rules, 2014 (PPR-14) and Punjab Procurement Regulations 2024 as amended up to-date. In case of any conflict between provision of this document and the law/ Rules, the later shall prevail.

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

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Section-I:

INVITATION TO BID

FOR

HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMP SITE (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER ONE YEAR)

Lahore Waste Management Company (LWMC) intends to invite unconditional bids from bidders / Joint Ventures (eligible as per bidding document) for HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMP SITE (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER ONE YEAR). Bidding process shall be conducted online through e-P system as per Rule 38 (2)(a) i.e. Single Stage–Two Envelope bidding procedure with least cost selection method.

Bidding Document has been published on PPRA Punjab and Punjab e-Procurement System website (e-P). Prospective bidders may view and download the Bidding Documents from PPRA Punjab website (www.ppra.punjab.gov.pk) & e-P website (ep.punjab.gov.pk) free of cost. Detail of Estimated Price along with required Bid Security is as under (Bid Security will be submitted online as per the guidelines / regulations of Punjab e-Procurement System / e-P);

Lot No.	Lot Description	Annual Estimated Price with Taxes (Rs.)	Bid Security Amount @ 2% of Estimated Price
1	WT, ABT (Handoo TCP)	302,326,986	6,046,540
2	SBT (Sagian Bridge TCP)	389,213,685	7,784,274
3	DGBT-I (Saggian Mandi TCP)	348,426,853	6,968,537
4	DGBT-II (Shadman TCP)	126,783,884	2,535,678
5	GT 19-20, ST (Singhpura Mandi TCP)	94,292,906	1,885,858
6	RT (Batti Chowk & Jadda TCP)	383,726,004	7,674,520
7	ST (China Scheme TCP)	193,650,723	3,873,014
8	NT, GT (Gajjumata, Kot Lakhpat & Tehayat TCP)	1,078,622,792	21,572,456
9	AIT-I (Mohlanwal & Qatarband TCP)	652,050,568	13,041,011
10	AIT-II (Bakarmandi & Raiwand TCP)	426,390,046	8,527,801

The URL of the website of the PPRA Punjab is (https://eproc.punjab.gov.pk/ActiveTenders.aspx) and the URL of e-P website is (https://ep.punjab.gov.pk). Response time shall be calculated exclusively from the date of publication of tender notice / advertisement on the aforementioned websites of PPRA & e-P Punjab. Pre-Bid meeting will be held on **October 02, 2026** at **1100 hours** at the address given below.

Bids duly completed, signed, stamped and in complete conformity with the Bidding Document must be submitted online through Punjab e-Procurement System website (e-P) (i.e. ep.punjab.gov.pk) till **1100 hours** on or before **October 14, 2026**. Online opening of Technical Bids shall be conducted on the same day at **1130 hours** in the presence of the prospective bidders or their representatives who choose to be present. Bid submission on e-P system website shall entirely be the responsibility of the bidder.

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procurement@lwmc.com.pk

Section-II: Instructions to Bidders (ITB)

2.1. Introduction

2.1.1 Scope of Bid

i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invited Bids for the **HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMP SITE (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER ONE YEAR)** as specified in the Section-III: TOR's, Section- IV: Bid Data Sheet (BDS) and Section VII: Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

i) The Procuring Agency named in the Bid Data Sheet has received budget from the **Government of Punjab**. The Procuring Agency intends to apply the provided funds / a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been published.

2.1.3 Eligible Bidders

i) The Invitation to Bid is open to all Bidders / Service Providers / Joint Ventures who meet the eligibility criteria as specified in BDS. All Members (in case of Joint Venture / Consortium) shall comply the mandatory criteria individually.

ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the TOR's, design, specifications, costing and other documents to be used for the procurement of the services to be acquired under this Invitation to Bid.

iii) Bidders shall not be under a declaration of blacklisting by the Procuring Agency (LWMC) and/or by the Punjab Procurement Regulatory Authority (PPRA-Punjab).

iv) Joint Venture (JV) / Consortium is allowed to participate in this tender however JV must be registered before award of contract. All Payments under the contract will be made in JV account only. Contract shall be considered as terminated if lead bidder in a JV / Consortium refused to continue services under the contract.

v) Where the Bidder is a JV / Consortium, the Bid must identify the Lead Bidder, which is duly authorized (to the satisfaction of the Procuring Agency) by all other JV / Consortium members to act and deal with the Procuring Agency on their behalf in connection with the Project and to sign the Contract with other JV / Consortium members if the JV / Consortium is the Successful Bidder and to incur any and all liabilities,

receive instructions, give binding undertakings and receive payments on behalf of the JV / Consortium.

vi) In case of JV / Consortium, it shall be mandatory to register the JV / Consortium before award of contract and all the members of JV / Consortium shall liable to sign the Contract before execution as per the approved plan of the procuring agency.

vii) Where the Bidder is a JV / Consortium, the Bidder shall also submit as part of the Bid, the copy of Contract executed between the JV / Consortium members clearly stating that;

a) the participating interest of each Consortium / JV member;
b) the proposed role & responsibilities and share of each Consortium / JV member including Lead member in relation to this Project;
c) the conditions under which the Consortium / JV will function;
d) its period of duration;
e) details of the Lead Bidder;
f) any other information necessary to permit a full appraisal of its functioning;
g) That no amendments / modifications in JV / Consortium are allowed except with prior written approval by the Procuring Agency under indispensable circumstances i.e. in case of death of the JV member or any other similar nature situation.

viii) Where the Consortium / JV Contract is governed by a law other than Pakistani law, a legal opinion confirming that the consortium Contract is legal, valid, binding and enforceable will be required.

ix) All partners of the JV / Consortium shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the terms thereof.

x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be hired under this Invitation to Bid.
b) have controlling shareholders in common; or
c) have the authorized legal representative for purposes of this Bid; or

d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

e) Submit more than one Bid in this Bidding process, however, this does not limit the participation of subcontractors in more than one Bid.

xi) A Bidder may be ineligible if;

a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;

b) Payments in favor of the Bidder are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

c) Legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;

e) The Bidder is debarred and blacklisted by the LWMC and/or by the PPRA Punjab due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) by the LWMC and / or by the PPRA Punjab due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Cost of Bidding

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. This shall include but not to be restricted to the following;

a. Inquiries on Pakistani federal, provincial and local taxes to the relevant tax regulatory authorities as per the applicable laws.
b. Investigations regarding transport conditions and the probable conditions which will exist at the time any goods or parts are required to be transported.
c. The successful bidder will provide stamp papers as per stamp duty Act 1899 (amended / updated) as per requirement of Procuring Agency as per Law.
d. Any other information that may have a financial bearing on the Bid.

2.1.5. One person one bid

i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or under a joint venture made or any similar arrangement.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

iv) Each Bidder / Service provider shall submit only one bid, either individually or as a joint venture. A bidder/Service provider who submits or participates in more than one bids will cause all the bids with the Service provider's participation to be disqualified.

2.1.6. Work Plan / Deputation Plan

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

ii) The Bidder / Service provider, at the Service provider's own responsibility and risk, is encouraged to visit and examine the Sites / Towns / TCPs of required Services and its surroundings and obtain all information that may be necessary for preparing the bid/Proposal and entering into a contract for the Services.

The costs of visiting the Sites / Towns / TCPs shall be at the Service provider's own expense.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include;

(a) Invitation to Bid

(b) Instructions to Bidders (ITB)

(c) Technical Specifications / TOR's

(d) Bid Data Sheet

(e) General Conditions of Contract (GCC)

(f) Special Conditions of Contract (SCC)

(g) Schedule of Requirements

(h) Bid Forms

i. Bidder Profile Form

ii. General Information Form

iii. Power of Attorney Form (In case of JV)

iv. Affidavit for Non-Blacklisting & Integrity Pact

v. Technical Bid Form

vi. Contract Form

vii. Financial Bid Form / Price Schedule

viii. Performance Guarantee Form

ix. Bid Security Form

(i) Check List

ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information as required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14 and PPR-24, will take precedence.

iv) For complete understanding of scope of services and other terms and conditions of bid, prospective bidders / service providers may obtain Bidding Documents directly by downloading from the website of PPRA Punjab and e-P.

2.2.2. Clarification of Bidding Documents

i) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid or by submitting clarification online through E-P. The Procuring Agency will respond in writing to any request for clarification of the Bidding Documents which it receives not later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. The Procuring Agency's response (including an explanation of the query) will be published by the Procuring Agency on the website of E-P.

ii) For clarification purpose, the Procuring Agency's address is provided in the **BDS.**

iii) The Procuring Agency will within three (3) days after receiving the request for clarification, respond in writing or through E-P to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above.**

iv) Procuring Agency's response will be published on e-P website.

v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3.**

vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

vii) Minutes of the pre-Bid meeting, if applicable as required, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders through publication on E-P website. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant

to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents through an Addendum / Corrigendum. Any such change/amendment in the Bidding Documents shall be published on E-P & PPRA Punjab websites in a timely manner as per Rule-25(3) of PPR-14.

ii) All prospective Bidders may view and download Bidding Documents along with Addendum/Corrigendum as published by the Procuring Agency on the websites of e-P and PPRA Punjab.

iii) Any Addendum / Corrigendum published including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be binding on the Bidders.

iv) In order to allow prospective Bidders reasonable time in which to take an Addendum / Corrigendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

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

2.3.2. Bid Form

i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding Document, indicating the services as identified in invitation to bid / Section-III.

2.3.3. Bid Prices

i) The Bidder shall indicate on form 8.8 the unit prices and Total Bid Price for each lot of required services specified in Section-III which it proposes to render/provide under the contract.

ii) Bidder may participate in one or more lots of its choice and should write Nil for Lot not quoted / participated. Bidder shall fill the price schedule for complete items / TCPs for each Lot. Partially / Conditionally filled price schedule or bid for any LOT will be declared non-responsive for that respective LOT.

In case of same rates received for any lot, lowest bidders will be asked for submission of revised financial bids manually within 30 minutes after initial bid opening and evaluation will be carried out accordingly.

iii) Financial Evaluation shall be carried out on the basis of Total Bid Price for each Lot.

iv) All the applicable taxes, duties and charges as per TORs shall be included in the Total Bid Price. Any change (increase / decrease) in the taxes will be adjusted in the contract price as per provisions of law accordingly.

v) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet or in TOR's.

vi) Alternate financial bids and conditional bids are not allowed and shall be rejected.

2.3.4. Bid Currencies

i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

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

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

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

(a) that the Bidder has the financial, technical capability necessary to perform the contract and meets the qualification criteria listed in the **Bid Data Sheet**.

2.3.6. Bid Security

i) The Bidder shall furnish bid security as per the guidelines and e-P regulations issued / notified by the PPRA Punjab as part of its Bid, in the amount specified in the **Bid Data Sheet**.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
(a) Bank Guarantee, Call-deposit Receipt (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for One Hundred Eighty (180) Days.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.6 (i) and (iii) shall be rejected by the Procuring Agency as non-responsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than 30 days after the expiration of the period of Bid validity prescribed by the Procuring Agency or 30 days after the award of contract whichever is later subject to ITB Clause 2.3.7 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

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

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or do not accept correction of arithmetical errors in financial bid or submitted conditional bid being the lowest.

b. In the case of a successful Bidder, if the Bidder:

i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**

ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. Is blacklisted under relevant provisions of PPRA Act, 2009, PPR-14 and PPR-24.

2.3.7. Period of Validity of Bids

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.6 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.8. Format and Signing of Bid

i) The Bidder shall prepare an original Bid duly signed & stamped by the authorized representative of the bidder as per the bidding procedure specified in BDS. All pages of the Bidding Document, shall be initialed by the person or persons signing the Bid.

ii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

2.3.9. Minimum Wage Rate / all applicable taxes

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

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

i) The Bidder shall submit its Bid online through Punjab e-Procurement System website (e-P) in accordance with the provisions / regulations of e-procurement procedure.

ii) As per Rule 24, the Bidder shall submit a bid online through e-P in such manner that the contents of the bid are fully enclosed and cannot be known until duly opened after encrypting the file by downloading.

iii) The Bid shall be addressed to the Procuring Agency bear the title of procurement activity indicated in the Bid Data Sheet or in the Invitation to Bids (ITB).

iv) In case of Single Stage One Envelope Procedure, the Bidder shall submit the original Bid including technical as well as financial bid in the same proposal.

v) In case of Single Stage Two Envelope Procedure, The Bidder shall submit its Bid comprising of two proposals, one called the Technical Proposal and the other Financial Proposal. Both proposals to be submitted online together through e-P.

2.4.2 Deadline for Submission of Bids

i) Bidder shall submit its bid online through e-P till the date and time specified in an Invitation to Bid / Bid Data Sheet.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3. Late Bids

i) Late bids are not allowed.

2.4.4. Modification and Withdrawal of Bids

i) The Bidder may modify or withdraw its Bid online through E-P before the closing date of Bid's submission.

ii) No Bid shall be withdrawn or modified after the deadline for submission of Bids which will lead to forfeiture of bid security of the bidder.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

i) The Procuring Agency will open all Bids online through e-P, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.

ii) In case of Single Stage One Envelope Procedure, all proposals holding the Bid shall be opened one at a time. The Bidders names, the Bid prices, the total amount of Bid, any discounts, the presence or absence of Bid Security and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Opening Committee.

iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened until the specified time of their opening.

iv) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by

the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

v) No Bid will be rejected at the time of Bid opening except for bids not containing the required bid security.

vi) The Procuring Agency shall prepare minutes of the Bid opening and upload the same on e-P website.

2.5.2. Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

a) evaluation & qualification criteria;
b) Required scope for "**Hiring of Contractors for Secondary Waste Transportation to Dumpsite**".

c) all securities requirements;
d) tax requirements;
e) Terms and conditions of bidding documents.
f) change in the ranking of the Bidder

2.5.4. Preliminary Examination

i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

ii) Arithmetical errors will be rectified on the following basis:-

a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.6), **Applicable Law** (GCC Clause 26), **Taxes and Duties** (GCC Clause 28) & mandatory Registrations will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid;

a) meets the eligibility criteria and pass the technical evaluation criteria as listed in BDS;
b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
c) has been properly signed;
d) is accompanied by the required securities; and

e) Is substantially responsive to the requirements of the Bidding Documents.

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

2.5.5. Examination of Terms and Conditions; Technical Evaluation

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

ii) The Client's evaluation committee shall evaluate the Technical Bids/Proposals LOT Wise and on the basis of their responsiveness to the Terms of Reference/scope of services and the Bid Document, applying the evaluation criteria, sub-criteria, and point system if any specified in the Bid Data Sheet. Each responsive Bid/Proposal will be given a technical score, if any indicated in the data sheet. A Bid/Proposal shall be rejected at this stage if it does not respond to important aspects of the Bidding Document or if it fails to achieve the minimum technical score/Mandatory Evaluation Criteria, if any indicated in the Data Sheet

iii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS,** have been met without material deviation or reservation.

iv) After the technical evaluation is completed, the Client may notify those Bidders/Service providers, who's Bids/Proposals were considered non-responsive to the bid document and TOR's or did not meet the minimum qualifying technical score that their Financial Bids/Proposals will not be considered for opening. The Client shall publish the Technical Evaluation Report on e-P and PPRA Punjab websites for 5 days indicating the Bidders/Service providers that have achieved/qualified the minimum overall technical score/Mandatory evaluation criteria with the information i.e. date, time and location for the opening of the financial bids/Proposals. The opening date should allow the Bidders/Service providers sufficient time to make arrangements for attending the financial bid opening. The Bidders/Service provider's attendance at the opening of the Financial Bids/Proposals (in person) is optional and is at the Bidders/Service provider's choice.

v) The Financial Bids/Proposals shall be opened by the Client's Bid opening/evaluation committee in the presence of the representatives of those Service providers whose bids/proposals have passed the minimum technical

score/mandatory criteria. At the opening, the names of the Bidders/Service providers, and the overall technical scores, shall be read aloud if any indicated in the Bid Data Sheet. The Financial Bids/Proposals will then be downloaded and opened, and the unit and total prices read aloud and recorded.

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

2.5.6. Correction of Errors

i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows;

a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

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

2.5.7. Conversion to Single Currency

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

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

2.5.8. Post-qualification & Evaluation of Bids

i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.

iv) The **financial evaluation** of a Bid will be carried out on the basis of Total Bid Price for each Lot which shall be inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc. and other obligations as per TOR's.

v) The Procuring Agency will select the Bidder/Service provider with the lowest evaluated Total Bid Price for each LOT among those service providers that achieved/passed the minimum technical score/mandatory technical evaluation criteria for each lot.

vi) Contract will be awarded to the lowest evaluated bidder / services provider as per Least Cost Selection for each LOT.

2.5.9. Contacting the Procuring Agency

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing through E-P.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

i) As per Rule-67 of PPR-14, Procuring Agency constituted a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints and the same is also associated with the tender on E-P.

ii) Any Bidder feeling aggrieved can file its written complaint through E-P against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 34, and the same shall be addressed by the GRC well before the proposal submission deadline.

iii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint through E-P concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure, any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining / receiving grievance petitions from the prospective bidders (if any).

iv) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

v) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email or through E-P website to be confirmed in writing by registered letter, that its Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly discharge Bid security of unsuccessful bidders(s), pursuant to ITB Clause 2.3.7

iv) The successful bidder will provide stamp papers as per stamp duty Act 1899 (amended / updated), as per requirement of Procuring Agency as per Law.

2.6.2. Performance Guarantee

i) Within Ten (10) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract / Issuance of work Order

i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties.

ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within Three (03) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order / award letter after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities

i) The Procuring Agency reserves the right at the time of contract award or at any later stage to increase or decrease the quantity specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

2.6.6. Procuring Agency's Right to Reject All Bids

i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the

Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

ii) The Bidders shall be promptly informed about the rejection of the Bids, if any

iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

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

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

"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

a. *coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
b. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
c. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
d. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a*

party to obtain a financial or other benefit or to avoid an obligation;

e. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process."*

ii) Blacklisting & Debarment:

Blacklisted bidders and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Sub Requirements & Procedure for Blacklisting & Debarment:

S-17A of PPRA, Act, 2009:

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

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

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

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

As per rule 21 of PPR-14:

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

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) Indulged in any corrupt practice.

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

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

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

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

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

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

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

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
   - *(c) The statement, if needed, about the intention of the procuring agency to make a request to the Authority for*

debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.

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

14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.

15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.

16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.

17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

SECTION-III. TERMS OF REFERENCE / TOR's

MINIMUM RESOURCES

HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMPSITE IN DISTRICT LAHORE					
Lot No.	**Lot Description**	**Proposed Location of TCPs**	**Min. Dumpers (20 Cum)**	**Min. Excavators (Large)**	**Annual Estimated Target Tonnage (Tons)**
1	WT, ABT	Handoo TCP	10	3	306,000
2	SBT	Sagian Bridge	11	3	223,200
3	DGBT-I	Saggian Mandi	10	3	187,200
4	DGBT-II	Shadman TCP	4	1	68,400
5	GT 19-20, ST	Singhpura Mandi	3	1	45,720
6	RT	Batti (32) Chowk	7	2	176,760
		Jadda TCP	5	1	89,988
7	ST	China Scheme TCP	6	2	169,920
8	NT, GT	Gajjumata	11	3	144,000
		Kot Lakhpat	10	3	164,880
		Tehayat	8	2	101,880
9	AIT-I	Mohlanwal	8	2	93,960
		Qatarband	10	3	144,000
10	AIT-II	Bakarmandi	5	1	79,920
		Raiwand	7	2	72,000

TERMS OF REFERENCE / TOR's

Sr. No	Subject	SOPs / TOR's	Required penalty in case of non-compliance
1.	Machinery Life	• Dumper with LWMC Branding • Excavator	Dumpers with fitness certificate and LWMC branding shall be mandatory before deployment/notification in respective TCP/LOT/Town.
2.	Establishment of TCPs	LWMC will be responsible for establishing TCPs at the most appropriate locations, which will be approved by the Client.	Nil
3.	Construction of TCPs	One Time Construction of TCPs will be made by LWMC. However, their repair and maintenance will be responsibility of the concerned contractor. The Manager TCP will report about any damage, after that the technical committee will visit and submit its report with recommendations. If the concerned contractor is failed to repair, the cost will be deducted from the invoice of the contractor. The contractor will ensure consistent maintenance of TCP including fencing, platform, Boundary wall, entry gate, access path, plantation, etc. throughout the contract period.	➢ One time by LWMC ➢ Repair and Maintenance of TCP is the responsibility of Contractor. ➢ In case of damage to TCP, actual cost of repair will be recovered from the contractor's invoice.
4.	Timely Waste Lifting	The Contractor will ensure zero waste at all TCPs on daily basis. In order to avoid conflict, the contractor will upload daily zero waste picture within stipulated time (06am/before start of the operation), after the said time penalty will be automatically generated by Video wall /manager TCP or the hours decided by the management.	Zero Waste penalty 07% of daily invoice amount based on the target daily tonnage per day / per /TCP site.
	Note: Definition of zero waste if the contractor achieved the daily target tonnage given in bidding document / contract, it will be considered as zero waste and no penalty will be imposed. However, if the contractor fails to lift the target daily tonnage for a specific TCP, then the remaining tonnage will be carried forward to the next days 'target tonnage and penalty will be imposed.		
5.	Provision of Excavator	• The Contractor will ensure the provision of Excavator with Front blade to accumulate the scattered waste at TCPs. It will be responsibility of the contractor to create space for offloading of LWMC/Waste Vehicles. • Furthermore, the excavator operator will move the excavator as per requirement of the client to push the waste to make place for offloading of LRs/all vehicles.	In case of non-compliance (a&b), Rs.50,000/- penalty per day will be charged.

Sr. No	Subject	SOPs / TOR's	Required penalty in case of non-compliance
6.	Vehicle Specification and Compliance of permissible load as per rules of Government of Punjab	The Contractor shall ensure that each vehicle lifts a minimum 20 Tons and maximum of 24.5 tons maintaining the body level in accordance with the rules and regulations of the Government of Punjab, and as per the specified vehicle standards. In case of non-compliance, any payment for waste collected beyond the permissible limit shall be subject to deduction.	If the contractor lifts/carry more than the prescribed maximum tonnage no payment shall be made for additional lifted tonnage.
7.	Tarpaulin and Rear Deck & Overloading	The contractor will properly cover the waste carrying vehicles with Double Tarpaulin duly approved by Manager TCP to avoid littering. The contractor shall adopt all possible measures including proper fixation/ closure of rear deck/tarpaulin of vehicles to avoid littering. The Waste will be loaded up to the body height of dumper as per specification of the vehicle as enshrined in the rules notified by Transport Department/notified by Lahore Ring Road Authority. Performa will only be issued to the compliant vehicles. The payment shall be made only of the allowed weight.	Rs.5,000/- per incident (tarpaulin) Rs.10,000 up to 50,000 per incident (littering)
8.	Pictorial Evidence	TCP Supervisor will take a picture of each loaded vehicle, properly covered vehicle and upload/submit. He will not issue Performa to the non-compliant vehicles.	
9.	RFID Tags	RFID tags Shall be installed in every vehicle by the SM (MIS) LWMC. Without tagging, no tonnage will be accepted.	Without RFID tags tonnage of trip will not be accepted. RFID cost will be deducted from current invoice.
10.	Not Responding (NR) Dumpers	In case of Not Responding (NR) Vehicles, tracking system i.e. VTMS, the contractor will resolve within 24 hours. Otherwise, lifted waste beyond 24 hours will be considered for deduction. In case of any conflict, field team i.e. Zonal Officer/Town Manager and TCP team will verify the working of the said vehicle as per available data/ evidence for processing.	25% of total tonnage shall be deducted of NR vehicle.
11.	Relocation of TCP	1) A TCP/ Waste Enclosure can only be relocated with prior approval of the competent authority in case of extreme circumstances and the rate will be adjusted as per distance.	

Sr. No	Subject	SOPs / TOR's	Required penalty in case of non-compliance
	"Resource Reallocation in Case of TCP Closure"	2) In case any TCP is closed due to circumstances beyond the control of the Procuring Agency/Contractor, the Contractor shall, upon approval of the Competent Authority, shift/transfer the deployed resources to another TCP (within awarded lot) on the same terms and conditions (mutually agreed upon), where the waste load has been diverted and rate of current working TCP will be considered for invoicing, to ensure uninterrupted waste management operations.	In case of non-compliance within given time period Rs. 30,000/- per resource / per day penalty will be charged.
12.	Staff Behavior	The contractor will ensure training of all his drivers to follow all SOPs of Ring/Main Roads/Provincial/Federal Govt during driving and will also ensure that his drivers and staff will not cause any traffic hurdle around the weighbridge, inside dumpsite, on roads etc.	Rs.5,000/- per incident. In case of repetition of the incident, the concerned Driver or Helper will be removed and proceeding will be initiated.
13.	Fire safety Equipment	LWMC shall be responsible for the provision and installation of fire safety equipment at the TCPs.	NILL
14.	Work Start and Close Time	The contractor will start operations with full resources (Staff and Machinery) not later than 6 AM daily in summer and 8 AM in winter and will upload real time in and time out picture of Vehicles at TCPs/ WB. Closing Time is 8 PM. Starting and closing time may be changed by LWMC. In case of night operation, the contractor shall seek prior approval from the authority.	Rs.10,000/- per late hour / vehicle / machine at the start of the operation
15.	Minimum Resources/ Machinery	The contractor will ensure the presence of minimum resources/ machinery (Dumpers and excavator) as per bidding document along with its adequate staff throughout the working time.	Rs.30,000/- per vehicle/machine/per day /per TCP
16.		The contractor will submit copies of vehicle registration (Dumpers only) documents and valid driver license to LWMC.	-
17.		Each contractor's vehicle must be fit with Fitness Certificate duly issued by the concerned department that will be provided by the contractor.	In case of failure, a penalty of Rs.5,000/- per vehicle /day
18.		Contractor's drivers must have 5-year HTV license. In case of failure, penalty will be imposed. Contractor will submit complete data of drivers and staff to Client.	Rs.25,000/- penalty will be imposed
19.		The contractor will be solely responsible for any mishap/incident/accident to its vehicles, challans, and confiscation of vehicles due to non-compliance of prevailing laws/rules/policy and any damage to third party. Any damage to public	

Sr. No	Subject	SOPs / TOR's	Required penalty in case of non-compliance
		life, property shall also be responsibility of the contractor.	
20.	Repair and Maintenance R&M (Machinery Excavator and Dumpers)	Repair and Maintenance (R&M) will be resolved within 24 hrs. (One Day)	Rs.5,000/- per vehicle/Machine per day in case not resolved within 24 Hours.
21.	Availability of Vehicles, Staff during special events / gazette holidays.	Contractor shall ensure availability of its vehicles, staff, and shall meet contractual obligations at different occasions such as Eid-Ul-Fiter, Eid-ul-Adha, Muharram Ul Harram and special events /gazette holidays etc. irrespective of and in addition to already deployed resources.	The company reserves the rights to terminate the contract and/or impose a penalty up to Rs.500,000/- per incident/per day.
22.	Safety Measures	The contractor will ensure human safety as well as assets of LWMC such as fleet Coming to the TCPs for offloading, weighbridge, cameras, building etc.in case of damage to the assets by the Contractors representatives i.e. Drivers, Support Staff.	As per actual damage cost will be charged to the contractor.
23.	Illegal Dumping	Dumping at unauthorized areas either inside or outside the dumpsite will be considered illegal. No scavenger shall be allowed at TCP/Waste Enclosures.	Rs.25,000/- per incident
24.	Lifting of unauthorized waste.	In case of lifting the waste from un-authorized area without the permission of the concerned GM, the whole tonnage will be deducted from the invoice. In addition to this, the contractor will also be charged a penalty.	Rs.250,000/- per incident
25.	Weighbridge	In case of hindrance/damage to Weighbridge by the contractor.	Rs.50,000/- per incident. In case of any damage to weighbridge, cost will be recovered from the contractor as per actual damage/repairing cost
26.	Disputed Penalty	Any penalty decision can be challenged by the contractor within 02 months of the clearance of invoice with proper evidence to LWMC Grievance Committee duly chaired by Deputy CEO Operations.	-
26.	Working Environment	Both parties will ensure best working environment in the best interest of public.	-
28.	Unloading Space	Rickshaws and vehicles unloading space will be ensured by the contractor.	Rs.25,000/- per incident

Sr. No	Subject	SOPs / TOR's	Required penalty in case of non-compliance
29.	End of Contract / Clearance of TCP	At expiry or termination of the contract, the contractor shall ensure complete Zero Waste clearance of all awarded TCPs within five (05) days from the date of expiry / termination of the contract, including all residual waste, debris, and other materials attributable to the contractor's operation.	In case of non-compliance, an amount equivalent to one month's tonnage payment, calculated on the basis of the average monthly tonnage recorded through the Video Wall system, shall be deducted from the Contractor's payable amount. Alternatively, the Procuring Agency may arrange clearance of the TCP through a third party at the sole risk and cost of the Contractor
30.	Utilization of Resources Dumpers	To meet the operational requirement of the TCPs, within the Town / Lot dumpers utilization on TCPs only is permissible under the contract with the permission of Concern Operation Team /TCPs.	In that case Performa of relevant TCP will be issued.
31.	Unauthorized Use of Proforma	In the event that any contractor's staff, including supervisors or drivers, uses an unauthorized proforma that has not been issued or duly verified by the concerned TCP Supervisor, the relevant trip(s) shall be treated as unauthorized and shall not be considered for payment.	**Deduction of Unauthorized/Unverified Trips** Any trip found unauthorized, unverifiable, or unsupported by the records of the Weighbridge Team and the concerned TCP shall be subject to deduction in full. The deduction shall be made after verification and reconciliation of the relevant records maintained by the Weighbridge Team and TCP Team.
32.	Prohibition of Waste Segregation at TCPs	The Contract is exclusively intended for secondary transportation of waste from TCPs to the designated landfill/disposal facility on a per-ton basis, in accordance with the approved TORs, scope of work, and bidding/contract documents. The Contractor shall strictly perform the services within the approved scope and shall not undertake, facilitate, or permit any waste segregation, sorting, recovery, or scavenging activity at any TCP, whether directly or through engagement of waste scavengers, informal workers, or any third party.	Any such involvement shall constitute a material breach of the Contract and shall result in termination of the Contract, in addition to any other contractual remedies, penalties, deductions, or legal action available to LWMC under the

Sr. No	Subject	SOPs / TOR's	Required penalty in case of non-compliance
			Contract and applicable rules.

Note:

Machinery will be at the disposal of LWMC 24 hours to utilize. Machinery is not allowed to work any other place other than LWMC's Jurisdiction during the contract period.

Stamp & Signature of Bidder _____

Section-IV: Bid Data Sheet

4.1. Bid Data Sheet (BDS)

<table>
<tr><th>BDS Clause Number</th><th>ITB Clause Number</th><th>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</th></tr>
<tr><td>1.</td><td>2.1.1 & 2.1.4</td><td>Name of the Procuring Agency: Lahore Waste Management Company (LWMC)

The subject of procurement is: <u>HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMPSITE (FOR THE PERIOD OF ONE YEAR, EXTENDABLE TO ANOTHER ONE YEAR</u>) precisely described in Section-III.

The effective date for commencement of Services will be immediate after issuance of LOA / Award Letter / after Contract signing (whichever is earlier).</td></tr>
<tr><td>2.</td><td>2.1.2</td><td>Financial year for the operations of the Procuring Agency: [2026-27]

Name of financing institution: Government of the Punjab.</td></tr>
<tr><td>3.</td><td>2.1.3 (i)</td><td>Mandatory Criteria for All Lots.
<table>
<tr><th>Sr.</th><th>Mandatory Criteria</th></tr>
<tr><td>a</td><td>Legal Status of the Bidder with Registration Certificate;

• In case of Company, SECP Certificate of Incorporation along with latest Form A & Form 9/29 is required;
• In case of AOP / Firm, Form C/D along with Partnership Deed is required;
• In case of Business Individual, NTN with business name is required.</td></tr>
<tr><td>b</td><td>Registration with Income Tax Authorities for the last three years.</td></tr>
<tr><td>c</td><td>Registration with Provincial Sales Tax Authorities on Services / ICT Sales Tax on Services (Operative PRA/SRB/KPRA/BRA/ICT etc. required) for the last three years.</td></tr>
<tr><td>d</td><td>Active Taxpayer Status w.r.t Income Tax & Provincial Sales Tax Authorities on Services / ICT Sales Tax on Services (i.e. PRA/SRB/KPRA/BRA/ICT etc.).</td></tr>
<tr><td>e</td><td>Undertaking / Affidavit (on non-judicial Stamp Paper in a denomination of);

• Rs.300 for non-blacklisting, correctness of information and Integrity Pact (as per Form 8.4)</td></tr>
<tr><td>f</td><td>Bidder(s) having any dispute with LWMC or have refused LWMC to offer their services during the past three (3) years are not eligible to apply. Subsequently any service provider whose services have been discontinued due to poor performance during the last three (3)</td></tr>
</table></td></tr>
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<table>
<tr><td></td><td></td><td>
<table>
<tr><td></td><td>years will also not be eligible to participate in the bidding process. Bidder will provide an undertaking on letterhead to this effect.</td></tr>
<tr><td>g</td><td>Audited Financial Reports for the last Three (03) Years.</td></tr>
<tr><td>h</td><td>Compliance of TOR’s / Technical Specifications (Bidder will provide an undertaking on letterhead to this effect).</td></tr>
</table>
Note:
• All bidders should comply the above-mentioned Mandatory Criteria. Failure to meet these criterions, will lead to non-responsiveness of the bidder without further evaluation of technical evaluation criteria.
• JV is allowed to participate however JV must be registered before award of contract. Payment will be made in JV account only.
• All the members (in case of JV) shall comply the mandatory criteria individually.
• Documented proofs for the Mandatory Criteria must be submitted along with the technical bid/proposal online through e-P.
• Bidders / Service Providers who meet the mandatory criteria will be evaluated further as per Technical Evaluation Criteria. Financial bids / proposals of only technically responsive bidder’s w.r.t mandatory and technical evaluation criteria will be opened.
</td></tr>
<tr><td>4.</td><td>2.2.2</td><td>Pre-Bid meeting will be held on October 02, 2026 at 1100 hours at the address given below;
General Manager (P & C)
Office No. 4&5, 4th Floor, Shaheen Complex, Egerton Road, Lahore.
Tel: 092-42- 99205153-55, Fax: +92-42-99205156
Email: procurement@lwmc.com.pk]</td></tr>
<tr><td>5.</td><td>2.3.1</td><td>The language of the Bid is English. All correspondence shall be in the English language. The language for translation of supporting documents and printed literature is English language.</td></tr>
<tr><td>6.</td><td>2.3.4</td><td>The price quoted shall be in PKR</td></tr>
<tr><td>7.</td><td>2.3.5 (iii) & 2.5.8</td><td>
<table>
<tr><th colspan="4">TECHNICAL EVALUATION CRITERIA FOR ALL LOTS</th></tr>
<tr><th>Sr.</th><th>Criteria</th><th>Requirement</th><th>Total Marks</th></tr>
<tr><td colspan="2">1. Financial Capability</td><td></td><td></td></tr>
<tr><td>1.1</td><td>Current Ratio</td><td>03 Years Average Current Ratio as follows;

For less than 0.5 (0 Mark)
From 0.51 to 1 (1 Mark)
From 1.01 to 1.5 (3 Marks)
Above 1.5 (5 Marks)</td><td>5</td></tr>
<tr><td>1.2</td><td>Net Assets</td><td>Value of 03 Years Average Net Assets as follows;

From Rs.20 million up to Rs.40 million (2 Marks)
Above Rs.40 million up to Rs.60 million (4 Marks)
Above Rs.60 million up to Rs.80 million (6 Marks)
Above R.80 million up to Rs.100 million (8 Marks)
Above Rs.100 million (10 Marks)</td><td>10</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><td></td><td></td><td>1.3</td><td>Annual Turnover</td><td>Value of 03 Years Average Annual Turnover as follows:

From Rs.100 million to Rs.200 million (10 Marks)
Above Rs.200 million to Rs.300 million (15 Marks)
Above Rs.300 million to Rs.400 million (20 Marks)
Above Rs.400 million (25 Marks)</td><td>25</td></tr>
<tr><td></td><td></td><td colspan="4">2. Experience & Key Equipment / Resources</td></tr>
<tr><td></td><td></td><td>2.1</td><td>Similar Nature Projects Experience</td><td>Verifiable Experience of similar nature projects / contracts / award letters / completion certificates in last 05 Years, accumulative cost of which is as follows;

From Rs.50 million to Rs.100 million (10 Marks)
From Rs.100.01 million to Rs.200 million (15 Marks)
From Rs.200.01 million to Rs.300 million (20 Marks)
From Rs.300.01 million to Rs.400 million (25 Marks)
Above Rs.400 million (30 Marks)

For the purpose of this requirement the definition of “similar nature” means: Deployment of relevant machinery i.e. dumpers, excavators, front end loaders, tractor loaders, tractor trolleys etc.</td><td>30</td></tr>
<tr><td></td><td></td><td>2.2</td><td>Key Equipment / Resources</td><td>Availability of Machinery (Owned / Rental)

Availability of the required Machinery (Owned / Rental) as per the applied lot.

<table>
<tr><th>Lot No. & Description</th><th>DUMPERS Min. 20 CUM</th><th>Large Excavators</th></tr>
<tr><td>1: WT, ABT (Handoo TCP)</td><td>10</td><td>3</td></tr>
<tr><td>2: SBT (Sagian Bridge TCP)</td><td>11</td><td>3</td></tr>
<tr><td>3: DGBT-I (Saggian Mandi TCP)</td><td>10</td><td>3</td></tr>
<tr><td>4: DGBT-II (Shadman TCP)</td><td>4</td><td>1</td></tr>
<tr><td>5: GT 19-20, ST (Singhpura Mandi TCP)</td><td>3</td><td>1</td></tr>
<tr><td>6: RT (Batti Chowk & Jadda TCP)</td><td>12</td><td>3</td></tr>
<tr><td>7: ST (China Scheme TCP)</td><td>6</td><td>2</td></tr>
<tr><td>8: NT, GT (Gajjumata, Kot Lakhpat & Tehayat TCP)</td><td>29</td><td>8</td></tr>
<tr><td>9: AIT-I (Mohlanwal & Qatarband TCP)</td><td>18</td><td>5</td></tr>
<tr><td>10: AIT-II (Bakarmandi & Raiwand TCP)</td><td>12</td><td>3</td></tr>
</table>

Submission of Ownership Documents / Rental deed documents (along with registration documents with machinery providers to support and justify the claim would be a mandatory requirement, absence of which will lead to zero mark.

In case of rental machinery, rental deed alone is not sufficient to meet the requirement. For compliance, the bidder should provide;

• A complete list of required machinery with registration numbers, model, make and year of manufacture (whichever is applicable); and
• Supporting documentary evidence, such as a valid rental/lease deed clearly showing the machinery/vehicles details and copy of registration for dumpers and registration / any other evidence of ownership for excavators.</td><td>15</td></tr>
<tr><td></td><td></td><td colspan="4">3. Personnel (HR) Capabilities</td></tr>
</table>

<table>
<tr>
<td></td>
<td></td>
<td>
<table>
<tr><td>3.1</td><td>The prospective bidder should have the following staff with relevant experience and relevant qualification.

i) One Supervisor having Diploma of Associate Engineer (DAE) in Mechanical / Civil engineering with at least 03 Years of Experience. (Total 2.5 Marks, 1.25 marks for education and 1.25 marks for experience)
ii) 15 Drivers having valid HTV Licence (Total 7.5 marks, 0.5 mark each)</td><td>10</td></tr>
<tr><td colspan="3">4. Managerial Capabilities</td></tr>
<tr><td>4.1</td><td>i) Company Profile which will include the following
a. Company Organogram (01 Mark)
b. Registered office in Lahore (01 Mark)
b. Clientele of 5 or more clients with contact details (03 Marks)</td><td>5</td></tr>
<tr><td colspan="2">Total Marks</td><td>100</td></tr>
</table>
Note:
• Qualifying marks are 65%.
• Running contracts / projects are also acceptable to the extent of completed tenure subject to provision of payment certificates of completed tenure and marking will be given on prorate basis.
• Non-Identical / Unique resources of the bidder’s w.r.t Annual Turnover and Key Equipment / Resources will be considered for each respective participated lot. Bidder shall submit priority list given at 1st page of the bidding document against participated lots for evaluation of Annual Turnover under Financial Capability criteria and required Machinery under Key Equipment / Resources.
</td>
</tr>
<tr>
<td>8.</td>
<td>2.3.6</td>
<td>Bid Security, in favor of Lahore Waste Management Company shall be 2% of the estimated price in the form of CDR / Bank Guarantee / DD / PO / BC. Bid Security should be submitted lot wise along with Technical Bid:
<table>
<tr><th>Lot No.</th><th>Lot Description</th><th>Estimated Annual Price with Taxes (Rs.)</th><th>Bid Security Amount @ 2% of Estimated Price</th></tr>
<tr><td>1</td><td>WT, ABT (Handoo TCP)</td><td>302,326,986</td><td>6,046,540</td></tr>
<tr><td>2</td><td>SBT (Sagian Bridge TCP)</td><td>389,213,685</td><td>7,784,274</td></tr>
<tr><td>3</td><td>DGBT-I (Saggian Mandi TCP)</td><td>348,426,853</td><td>6,968,537</td></tr>
<tr><td>4</td><td>DGBT-II (Shadman TCP)</td><td>126,783,884</td><td>2,535,678</td></tr>
<tr><td>5</td><td>GT 19-20, ST (Singhpura Mandi TCP)</td><td>94,292,906</td><td>1,885,858</td></tr>
<tr><td>6</td><td>RT (Batti Chowk & Jadda TCP)</td><td>383,726,004</td><td>7,674,520</td></tr>
<tr><td>7</td><td>ST (China Scheme TCP)</td><td>193,650,723</td><td>3,873,014</td></tr>
<tr><td>8</td><td>NT, GT (Gajjumata, Kot Lakhpat & Tehayat TCP)</td><td>1,078,622,792</td><td>21,572,456</td></tr>
<tr><td>9</td><td>AIT-I (Mohlanwal & Qatarband TCP)</td><td>652,050,568</td><td>13,041,011</td></tr>
<tr><td>10</td><td>AIT-II (Bakarmandi & Raiwand TCP)</td><td>426,390,046</td><td>8,527,801</td></tr>
</table>
Note: Any member of the JV / Consortium is allowed to submit the bid security on behalf of the JV / Consortium.
</td>
</tr>
<tr>
<td>9.</td>
<td>2.3.7</td>
<td>Bid validity period after opening of the Bid is: 180 Days</td>
</tr>
<tr>
<td>10</td>
<td>2.3.8 & 2.4.1</td>
<td>National Competitive bidding process shall be conducted online through e-P under rule 38(2-a) of PPR-14 i.e. Single Stage Two Envelope bidding procedure for each Lot.</td>
</tr>
<tr>
<td>11.</td>
<td>2.4.2</td>
<td>The deadline for online Bid submission through e-P is;</td>
</tr>
</table>

		Date & Time: **October 14, 2026** till **1100 Hours**
12.	**2.5.1**	Time, date/ Month/ Year, and place for online Bid opening through e-P; Date & Time: **October 14, 2026** at **1130 Hours**. Place is as under; Office No. 4&5, 4th Floor, Shaheen Complex, Egerton Road, Lahore. Tel: 092-42- 99205153-55, Fax: +92-42-99205156 Email: procurement@lwmc.com.pk
13.	**2.6.2**	Amount of Performance Guarantee: Successful Bidder will have to submit **05%** Performance Guarantee of the Contract Price for respective Lot within Ten (10) days for the due performance of the contract period which will be released after successful completion of contract period. Performance Guarantee shall be remained valid for 13 Months from the date of signing of Contract / Award Letter / LOA (whichever is earlier). The Performance Guarantee shall be denominated in a currency of the Contract, or in a freely convertible currency acceptable to the Procuring Agency, and shall be in following form; A Bank Guarantee; Issued by a scheduled bank of Pakistan acceptable to the procuring Agency; and in the form provided in the bidding documents or another form acceptable to the Procuring Agency.

Section-V:
General Conditions of Contract

1. Definitions

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

(a) "The Contract" means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services ancillary and related to the deployment of machinery on temporary collection points (TCPs) and transport waste from TCPs to Landfill Site, such as transportation, compacting, dumping and any other incidental services, such as provision of technical assistance, training, maintenance & repair and other such obligations of the Service Provider covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Agency" means the organization purchasing the Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Service Provider" means the Bidder or firm / company / business individual deploying the machinery and/or rendering the Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. Application

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

3. Country of Origin

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

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

4. Standards

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

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

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

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

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

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

6. Performance Guarantee

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

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

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

(a) a bank guarantee issued by a scheduled bank located in the Procuring Agency's country, in the form provided in the

Bidding documents or another form acceptable to the Procuring Agency; or

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

7. Incidental material

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

8. Commencement of Services Starting Date/ Effective Date of Commencement

The Service Provider shall start carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the **SCC**.

9. Time Schedule of Services

The time schedule of Services is specified in the **SCC**

10. Payment

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

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

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

10.4. The currency of payment is PKR.

11. Prices

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

12. Contract Price

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

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

13.1. Price adjustment will be allowed in this contract as explained in Special Conditions of the Contract.

14. Change Orders

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

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

15. Contract Amendments

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

16. Assignment

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

17. Sub-Contracts

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

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

18. Delays in the Service Provider's Performance

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

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

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

19. Liquidated Damages

19.1. Subject to GCC Clause 21, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or

performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 20 along with other remedies available under PPR-14.

20. Termination for Default

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

(a) If the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 18;

(b) If the Service Provider fails to perform any other obligation(s) under the Contract; or

(c) If the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009; or

(d) If the service provider is not providing the services satisfactorily or continuously failed to perform the services within the period specified in the contract.

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

(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

f. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

g. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

h. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
i. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
j. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process*

Blacklisting & Debarment:

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

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009;

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

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

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

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

As per rule 21 of PPR-14:

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

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) Indulged in any corrupt practice.

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

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

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

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

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

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

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

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from*

participating in any public procurement of the procuring agency; and

(c) The statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.

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

the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.

14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*

15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*

16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*

17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.*

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

21. Force Majeure

21.1. Notwithstanding the provisions of GCC Clauses 18, 19, and 20, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

21.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the

Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

22. Termination for Insolvency

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

23. Termination for Convenience

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

24. Resolution of Disputes

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

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

25. Governing Language

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

26. Applicable Law

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

27. Notices

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

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

27.3 The procuring agency may issue warning notice / letter to the contractors if the contractor / service provider is not providing the

services satisfactorily or continuously failed to perform the services within the period specified in the contract.

28. Taxes and Duties

28.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency. Any change (increase/decrease) in taxes during the contract period will be adjusted accordingly under the provisions of country laws.

29. Change in minimum wage rate

29.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per revised minimum wages declared for such category in price escalation formula specified in SCC.

30. Extension in Contract period

30.1. Contract duration will be one (01) year as specified in SCC. However, contract is extendable by the competent authority, on the satisfactory performance by the contractor for a further period of one (01) year on the same TORs with price escalation. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

Section-VI. Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

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

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

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

GCC 1.1 (j)—The Project Site is: Respective Towns / TCPs of respective Lots in District Lahore.

2. Performance Guarantee (GCC Clause 6)

GCC 6.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: **05%** of Contract Price in shape of Bank Guarantee issued by a scheduled bank of Pakistan for the due performance of the contract period. Performance Guarantee shall be remained valid for 13 Months from the date of signing of Contract / Award Letter / LOA (whichever is earlier).

GCC 6.4—the Performance Guarantee shall be retained for to cover the contractor obligations as per TOR's. Performance guarantee shall be released after successful completion of contract.

3. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided are: As per TOR's.

4. Commencement of Services (GCC Clause 8)

GCC 8.1— The effective date for commencement of Services is (immediately after issuance of LOA / Award Letter / Signed Contract, whichever is earlier) i.e. _____ 20____.

The Parties agree that the Time is of the essence in this Contract and, whenever a date or time is set forth in this Contract, the same has been entered into and formed a part of the consideration of this Contract.

5. Time Schedule of Services & Extension of Contract (GCC Clause 9 & 30)

GCC 9.1 & 30.1— The contract for Hiring of Contractors for Secondary Waste Transportation to Dumpsite (Lot No.____) will be valid for one year from the date of commencement of services, extendable for another one year at the same terms and

conditions of the signed contract with price escalation formula, subject to the satisfactory performance of the bidder and with the mutual consent of the parties.

6. Payment (GCC Clause 10)

GCC 10.1—Payment shall be made TCP wise on monthly basis against each lot within 30 days of receipt of the approved invoice after the successful deliverables as specified in the Scope of Services defined in Section-III (i.e. TOR's).

7. Prices (GCC Clause 11)

GCC 11.1— Price adjustment will be made at the time of invoice processing as specified in clause 9 of Special Condition of Section VI or in GCC-13.

8. Contract Prices (GCC Clause 12)

GCC 12.1— The Contract Price for (Lot: _____) in PKR Rupees is ----------/-

The said amount is inclusive of all applicable Taxes.

9. Price Escalation / De-Escalation and Change in the Applicable Law (GCC Clause 13)

Escalated Per Ton Cost = Pn x Per Ton Cost as per awarded contract price

Whereas **Pn** = Price escalation / de-escalation in per ton cost.

And it shall be calculated according to following formula;

Pn = a + b Ln/Lo + c Fn/Fo + ……..

Where

Pn = Price adjustment factor for the work carried out in the period "n"

a = non-adjustment portion of price / fixed factor

b = Co-efficient or weightages for labor

c = Co-efficient or weightages for fuel

Lo = Minimum wage notified by the Government of Punjab (i.e. Rs.40,000/- per month as on 15-Sep-2026)

Ln = Current data indices of labor at the time of invoice processing

Fo = Base fuel price of diesel (Rs.409.42/- per liter as on 15-Sep-2026)

Fn = Current data indices of fuel at the time of invoice

a = Town wise factor of fixed cost as mentioned in price escalation table

b = Town wise labor factor mentioned in price escalation table

c = Town wise fuel factor is mentioned in price escalation table.

Note: The contractor will attach the government fuel notification with monthly invoice(s).

Lot No.	Lot Description	Proposed Location of TCPs	Per Ton Cost (Rs.)	Fuel (%)	Labor (%)	Constant (%)
1	WT, ABT	Hando TCP	988	24.91%	4.43%	70.66%
2	SBT	Sagian Bridge	1,744	35.03%	3.74%	61.23%
3	DGBT-I	Saggian Mandi	1,861	34.46%	3.85%	61.69%
4	DGBT-II	Shadman TCP	1,854	31.42%	3.93%	64.65%
5	GT 19-20, ST	Singhpura Mandi	2,062	27.52%	4.22%	68.26%
6	RT	Batti (32) Chowk	1,340	37.44%	3.65%	58.91%
		Jadda TCP	1,631	38.73%	3.56%	57.71%
7	ST	China Scheme TCP	1,140	37.74%	3.54%	58.72%
8	NT, GT	Gajjumata	2,838	38.68%	3.59%	57.73%
		Kot Lakhpat	2,295	38.31%	3.67%	58.02%
		Tehayat	2,861	30.92%	4.34%	64.74%
9	AIT-I	Mohlanwal	3,035	32.77%	4.19%	63.05%
		Qatarband	2,548	40.70%	3.40%	55.90%
10	AIT-II	Bakarmandi	1,905	32.20%	4.13%	63.67%
		Raiwand	3,807	31.16%	4.33%	64.51%

10. Liquidated Damages (GCC Clause 19)

GCC 19.1—Penalties will be imposed as per Penalty/Deduction mechanism specified in Scope of Services / TOR's.

11. Resolution of Disputes (GCC Clause 24)

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

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

12. Governing Language (GCC Clause 25)

GCC 25.1— The Governing Language shall be: English:

13. Applicable Law (GCC Clause 26)

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

14. Notices (GCC Clause 27)

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

General Manager (P & C)
Office No. 4&5, 4th Floor, Shaheen Complex, Edgerton Road, Lahore
Tel: 092-42- 99205153-55, Fax: +92-42-99205156

Section-VII. Schedule of Requirements / Work Plan / Deputation Plan

HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMPSITE IN DISTRICT LAHORE					
Lot No.	**Lot Description**	**Proposed Location of TCPs**	**Min. Dumpers (20 Cum)**	**Min. Excavators (Large)**	**Annual Estimated Target Tonnage (Tons)**
1	WT, ABT	Handoo TCP	10	3	306,000
2	SBT	Sagian Bridge	11	3	223,200
3	DGBT-I	Saggian Mandi	10	3	187,200
4	DGBT-II	Shadman TCP	4	1	68,400
5	GT 19-20, ST	Singhpura Mandi	3	1	45,720
6	RT	Batti (32) Chowk	7	2	176,760
		Jadda TCP	5	1	89,988
7	ST	China Scheme TCP	6	2	169,920
8	NT, GT	Gajjumata	11	3	144,000
		Kot Lakhpat	10	3	164,880
		Tehayat	8	2	101,880
9	AIT-I	Mohlanwal	8	2	93,960
		Qatarband	10	3	144,000
10	AIT-II	Bakarmandi	5	1	79,920
		Raiwand	7	2	72,000

Stamp & Signature of Bidder _____

Section-VIII: Forms

8.1 Bid Form

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

To:

The Chief Executive Officer
Lahore Waste Management Company (LWMC)
Office No. 4-5, 4th. Floor, Shaheen Complex, Edgerton Road, Lahore, Pakistan

Having examined the bidding documents including Addendum's / Corrigendum's No. _____, we, the undersigned, offer to render the required services as specified in Section III – Scope of Services / Technical Specifications / TOR's and in conformity with the said bidding document for the Total Bid Price of required services for respective lot.

Lot No.	Total Bid Price for One Year in PKR (Inclusive of all applicable taxes)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

[*Amounts must coincide with the ones indicated under Total Bid Price in* PRICE SCHEDULE 8.8].

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

We undertake, if our above stated Total Bid Price for all or any lot is accepted, to complete the Work in accordance with the Schedule of Requirement / Deployment Plan / TOR's provided in this bidding document.

If our Total Bid Price for all or any lot is accepted, we will provide the performance guarantee in the sum equivalent to **05 percent** of the Contract Price as elaborated in BDS, for the due performance of the Contract.

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

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

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

Dated this_____ day of _____ 20_____.

Bidder Signature Along with Seal

WITNESS

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Address: Address:

_____ _____

8.2. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid, in case of JV information of all JV members separately]

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

a) Audited Financial Statement Attachment (Last 3 years)

Yes	No

b) Details of Experience (02 Similar Projects)

(i)	**Similar Project (Agency/Department)**	**Item Name**
(ii)	**Value of total Projects/Tenders/POs**	**Amount**

8.3. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid, in case of JV information of all JV members separately]

	Particulars		
Company Name			
Abbreviated Name			
National Tax No.		**Sales Tax (Services) No.**	
No. of Employees		**Company's Date of**	
		Formation	
Bidder's JV Member's name: *[insert JV's Member legal name]*			
Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*			
Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*			
Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*			
Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*			

*Please attach copies of NTN certificate and PRA/SRB/KPRA/BRB certificate.

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

FORM OF POWER OF ATTORNEY (FOR JV ONLY)

KNOWN BY ALL THAT by this Power of Attorney [insert name of Bidder] (the "Bidder") having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Bidder, hereinafter referred to as the attorney, to sign the Bid, the ancillary documents, the Acceptance of Notification of Award and the Contract (if awarded the Notification of Award), to negotiate, execute (under hand or under seal), sign and deliver all contracts, instruments, deeds, Contracts, applications and other documents, to make amendments to the same whether or not material, and to submit the same to the Procuring Agency, and to act for and on behalf of the Bidder and to bind the Bidder in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto, and generally to take such actions and decisions as may be necessary for the purpose of the bidding, to appear before any appropriate registrar or sub-registrar, represent the Grantor before such registrar and to do all acts and things incidental to registration of any instrument, and to do all other things and to take all necessary steps incidental to the exercise of the above powers or which the Attorney considers necessary or expedient with regard to the foregoing or the effective exercise of any power listed above.

This Power of Attorney is issued with respect to Bidding Document circulated on [insert date Bidding Document is floated] (the "Bidding Documents").

Capitalized terms used herein and not otherwise defined shall bear the meaning ascribed thereto in the Bidding Documents.

The Bidder does hereby ratify and confirm whatever the attorney shall do by virtue of these presents.

Specimen signature of Mr. [name of the nominee on behalf of Bidder]

Specimen signature of Mr. [name of the attorney appointed by Bidder]

[Signature]
[Name]

[Designation]
[Bidder / contractor]
WITNESSES:

1. Signature ----------	2. Signature ----------
Name ----------	Name ----------
S.O/D.O: ----------	S.O/D.O: ----------
-----	-----
Address ----------	Address ----------
----------	----------
Passport / CNIC ----------	Passport / CNIC ----------

8.4. Affidavit for Non-Blacklisting & Integrity Pact

[To be printed on PKR 100 Stamp Paper, duly attested by Oath Commissioner / Notary Public. To be attached with Technical Bid, in case of JV, Lead member of the JV must submit this undertaking]

Name: *(Bidder)*

I, the undersigned, do hereby certify that all the statements made in our proposal and in the supporting documents are true, current and correct and valid to the best of my knowledge and belief and may be verified by Procuring Agency (PA) if the (PA), at any time, deems it necessary.

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

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

(i) The firm has not been blacklisted by the LWMC in past or by the PPRA Punjab for all procuring agencies.
(ii) All the members of JV (in case of JV / Consortium) have not been blacklisted by the LWMC in past or by the PPRA Punjab for all procuring agencies.
(iii) The documents / photocopies provided with Bid are authentic. In case, any fake / bogus document was found at any stage, LWMC has full right to blacklist our firm / company as per Law / Rules.
(iv) Affidavit for correctness of information.
(v) Contractor / firm is not under declaration of blacklisting by the PPRA Punjab.
(vi) Integrity Pact: Declaration Of Fees, Commission and Brokerage Etc. Payable By the Suppliers of Goods, Services & Works in Contracts Worth Rs. 10.00 million Or More (**As per Form of Integrity Pact**)

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

FORM OF INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No._____ Dated _____

Contract Value: _____
Contract Title: _____

…… [name of Supplier] 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Name of Buyer/Client: …… Name of Seller/Supplier: …….

Signature & Seal: …… Signature & Seal: ……

8.5. Performance Guarantee Form

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

To:

Lahore Waste Management Company (LWMC)
Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore.
Tel: +92-42-99205153-55, Fax: +92-42-99205156, procurement@lwmc.com.pk

WHEREAS (Name of the Contractor) _____

Hereinafter called "the Contractor" has undertaken, in pursuance of "Invitation to Bids / Short Tender", **HIRING OF CONTRACTORS FOR SECONDARY WASTE TRANSPORTATION TO DUMPSITE IN DISTRICT LAHORE**.

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

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20___, or as specified under clause 6 of the SCC or as specified in BDS, whichever is later.

[NAME OF GUARANTOR]

Signature_____

Name_____

Title _____

Address_____

Seal_____

8.6. Technical Bid Form

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

As per Technical Specifications / TORs.

Stamp & Signature of Bidder _____

8.7. Draft Contract

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

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

WHEREAS the Procuring Agency invited Bids for certain services, viz., *[**Hiring of Contractors for Secondary Waste Transportation to Dumpsite (For the Period of One Year, extendable to another One Year**]* and has accepted a Bid by the Service Provider for the performance of services in the sum of *[**contract price in words and figures**]* for Lot No._____ (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.;

(a) The Bid Form and the Price Schedule submitted by the Bidder;
(b) The Schedule of Requirements / Work Plan / Deputation Plan;
(d) The General Conditions of Contract;
(e) The Special Conditions of Contract; and
(f) The Procuring Agency's Notification of Award / Letter of Acceptance.
(g) Contract Agreement
(h) Complete Bidding Document

3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the services in accordance with the provisions of the Contract and as required under **Section III & VII** Schedule of Requirements/Work Plan/ Deputation Plan.

4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of services; the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Service Provider)

8.8. Financial Bid Form / Price Schedule

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

Lot No.	Lot Description	Proposed Location of TCPs	Annual Estimated Target Tonnage (I)	Per Ton Cost inclusive of all applicable taxes in PKR (II)	Total Annual Bid Price inclusive of all applicable taxes in PKR (III=I*II)
1	WT, ABT	Hando TCP	306,000		
Total Bid Price for Lot-1 (In Words):					
2	SBT	Sagian Bridge	223,200		
Total Bid Price for Lot-2 (In Words):					
3	DGBT-I	Saggian Mandi	187,200		
Total Bid Price for Lot-3 (In Words):					
4	DGBT-II	Shadman TCP	68,400		
Total Bid Price for Lot-4 (In Words):					
5	GT 19-20, ST	Singhpura Mandi	45,720		
Total Bid Price for Lot-5 (In Words):					
6	RT	Batti (32) Chowk	176,760		
		Jadda TCP	89,988		
Total Bid Price for Lot-6 (In Words):					
7	ST	China Scheme TCP	169,920		
Total Bid Price for Lot-7 (In Words):					
8	NT, GT	Gajjumata	144,000		
		Kot Lakhpat	164,880		
		Tehayat	101,880		
Total Bid Price for Lot-8 (Inclusive of Taxes)					
Total Bid Price for Lot-8 (In Words):					

Lot No.	Lot Description	Proposed Location of TCPs	Annual Estimated Target Tonnage (I)	Per Ton Cost inclusive of all applicable taxes in PKR (II)	Total Annual Bid Price inclusive of all applicable taxes in PKR (III=I*II)
9	AIT-I	Mohlanwal	93,960		
		Qatarband	144,000		
Total Bid Price for Lot-9 (Inclusive of Taxes)					
Total Bid Price for Lot-9 (In Words):					
10	AIT-II	Bakarmandi	79,920		
		Raiwand	72,000		
Total Bid Price for Lot-10 (Inclusive of Taxes)					
Total Bid Price for Lot-10 (In Words):					

Note:

- Bidders can participate in one or more LOTs of its choice and Should Write Nil for LOT not have quoted. Partially / Conditionally filled price schedule or bid for any Lot will be rejected as non-responsive for that specific lot.
- All the applicable taxes, duties, charges and other obligations as per TORs shall be included in the unit rates for each LOT.
- Evaluation shall be carried out on the basis of Total Bid Price for each Lot and Contract will be awarded to the lowest evaluated bidder / Service provider for respective LOT on least cost selection method.
- Overwriting, cutting, use of fluid etc. in unit rates are not allowed which may lead to cancelation of bid offered.
- Incomplete or semi-filled bid for any lot shall be treated as non-responsive.

Stamp & Signature of Bidder _____

8.9. Bid Security Form

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

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

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

   (a) Fails or refuses to execute the Contract Form, if required; or
   (b) Fails or refuses to accept correction of arithmetic errors in Financial Bid; or
   (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

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

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

Stamp & Signature of Bidder _____

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr.	Detail	Yes	No
1	Duly signed & stamped Bidding Document by the authorized person / representative.		
2	2% Bid Security of Total Estimated Price for one year of respective participated lot.		
3	Copy of certificate of registration with Income Tax Authorities (National Tax Number NTN) at least Three years old.		
4	Copy of certificate of registration with Sales Tax Authorities on Services (PRA/KPRA/BRA/SRB/ICT) at least Three years old.		
5	Submission of all required / applicable forms of Section-VIII on Company's Letter Head duly signed and stamped by the authorized person.		
6	Affidavit on Stamp Paper of (Rs.100) regarding non-blacklisting and Integrity Pact (As per Form 8.4).		
7	Copy of Audited Financial Reports for the last Three (3) years.		
8	Copy of all required documents as per TOR's & Technical Evaluation Criteria.		

Stamp & Signature of Bidder _____