

DISTRICT COUNCIL JEHLEM

BIDDING DOCUMENTS

For

Procurement of Janitorial Services in 44 Rural Union Councils of District Council Jehlem

January, 2018

Bid Reference #:_____

Those wishing to submit comments or questions, or to obtain additional information on procurement under this project, are encouraged to contact:

Chairman District Council Jehlem

Address : Office of The Chief Officer, District Council Jehlem
Phone number : 05449270371 Mr. Haider Ali Chatha 03008624054
Email : chiefofficer5@gmail.com kashifuu36@gmail.com

FOREWORD

1. This Bidding Document has been approved by the Procurement Committee of **District Council Jehlem** .(hereinafter “the Client” for selection of Contractor. The document reflects what are considered as “best practices”.
2. Consolidated advertisement has been published in daily newspapers e.g. Nawa-e-Waqat and Express Tribute on **25th Jan 2018** bearing **IPL. No 1169**.
3. This Bidding Document has been structured in the following manner:

PART-1: INVITATION TO BID

- i. Invitation to Bid;
- ii. Instructions to Bidders;
- iii. Form of Bid;
- iv. Bill of Quantities
- v. Delivery Time or Completion Schedule;
- vi. Qualification Criteria;
- vii. Bid Evaluation Criteria;
- viii. Format of All Securities Required;
- ix. Details of Standards that are to be used in assessing the Quality of Services Specified

PART-2 : DRAFT OF AGREEMENT

- i. Form of Agreement;
- ii. Conditions of Agreement;

PART-3: SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

- i. Scope of work
 - ii. Technical Specifications,
 - iii. Performance Criteria for service deliver/KPIs.
4. The text written in *Italics* is “Notes to the Bidders”. It provides guidance to the Bidders in preparing Bids. “Notes to the Bidders” should be deleted from the final proposals submitted by the Bidders.
 5. Capitalized terms in the Bidding Document shall have the meanings given to them in Section **II-A** (Definitions) of Part-II.

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PART – I

SECTION - I: LETTER OF INVITATION TO BID

To,
M/s. _____

Dear Mr./Ms.

District Council Jehlem invites bids for: ***“Procurement of Janitorial Services in 44 Rural Union Councils of District Council Jehlem ”***.

1. Details of the services are provided in the Draft of Agreement (**Part- II**) and Scope of Services and Technical Specification Document(**Part- III**).
2. The Contractor will be selected using: **Single Stage Two Envelope (SSTE)** method, in accordance with the Rule 38 of PPRA Rules. Technically qualified and lowest evaluated bidder shall be awarded the contract.
3. It is mandatory for proposals to be made using the standard forms provided in the Bidding Documents. Bids that are not prepared in the prescribed format may not be considered for evaluation. If any information required in the forms is missing, or is not written in the indicated location, no credit will be given during evaluation for such omission.
4. 1 (one) original and 1 (one) copies of **“Technical Proposal”** and **“Financial Proposal”** in the prescribed forms given in the Bidding Documents, separately sealed, signed & stamped as per Clause 15 of the BDS, must be delivered to the address given below by not later than **Monday, 12th February, 2018 on or before 11:00 AM (PST)**.

ADDRESS FOR SUBMISSION & OPENING OF BIDS:

OPENING OF BIDS: 11:30AM (PST)

ADDRESS: Office of the Chief Officer, District Council Jehlem

The Technical Proposal will be opened on the same day in the presence of the representatives of the Bidders who may wish to attend. The Financial Proposal of only technically responsive Bidders will be opened at a time and date to be specified.

5. Estimated Value of the Contract is **PKR 70 Million**
6. Tender document available are available at [Local Governemnt and Community Development](#) and [PPRA websites](#) wkich can be downloaded for the purpose of submission of the tender application.
7. The Client may reject all proposals at any time prior to the acceptance of a proposal as per Rule 35 of the PPRA Rules.

Yours sincerely,

**Chairman
District Council Jehlem**

SECTION - II: INSTRUCTIONS TO BIDDERS

A: DEFINITIONS

- (a) **“Agreement”** means the Agreement for Procurement of Janitorial Services in 44 Rural Union Councils of District Council Jehlem .; to be executed by and between the Client and the Contractor.
- (b) **“Bid(s)”** means documents required to be submitted in response to the Invitation to Bid and ITB.
- (c) **“Bidding Data Sheet” or “BDS”**, means Section III of the Bidding Documents.
- (d) **“Bidder(s)”** means any entity or person that submits a bid in response to the Invitation to Bid.
- (e) **“Bid Prices”** means the prices included in the Schedule of Prices, as specified in Clause 11 of the ITB.
- (f) **“Bid Security”** means the bid security to be given by the Bidders, as detailed in Clause 14 of the ITB.
- (g) **“Bid Submission Deadline”** has the meaning given in the BDS.
- (h) **“Bidding Documents”** means the documents detailed in the Instructions to Bidders, specifically Sub-Clause 5.1 of the ITB, prepared by the Client for the selection of the Bidder dated 25th January 2018 and bearing reference number consisting of 3 (three) Parts .
- (i) **“Client”** means District Council Jehlem
- (j) **“Contractor”** means the successful bidder with whom the Client would sign the Agreement.
- (k) **“Day”** means working day.
- (l) **“Evaluation Committee”** means the evaluation committee set up under Sub-Clause 17.1 of the ITB in order to evaluate the technical and financial proposals of the Bidders.
- (m) **“Form of Agreement”** means the form of agreement provided in Part II of the Bidding Documents.
- (n) **“Funds”** means the funds required by the Client for payment to the successful Contractor in respect of the Project in accordance with the terms of the Agreement.
- (o) **“GOP”** means the Government of Pakistan.
- (p) **“GOPb”** means the Provincial Government of the Province of Punjab, Pakistan.
- (q) **“Instructions to Bidders” or “ITB”** means these instructions to bidders provided in Section II of Part I of the Bidding Documents.
- (r) **“Invitation to Bid”** means the letter included in the Section I of Part I.
- (s) **“Joint Venture” or “JV”** means an association with or without a legal personality

distinct from that of its members, of more than one Bidder(s), where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of their obligations under the Agreement.

- (t) **“Lead Partner”** means the lead partner of a joint venture, as described in Sub-Clause 2.3 of the ITB.
- (u) **“Letter of Acceptance”** means the notification of award as specified in Clause 25 of the ITB.
- (v) **“Parties”** means the Client and the Contractor or Bidder, as the case may be.
- (w) **“Performance Security”** means the performance security to be submitted by the successful Bidder as detailed in Clause 26 of the ITB.
- (x) **“Project”** means the project for Procurement of Janitorial Services in 44 Rural Union Councils of District Council Jehlem
- (y) **“Proposal”** means the Technical Proposal and/or the Financial Proposal, as the case may be.
- (z) **“Rules”** means the Punjab Procurement Rules, 2014.
- (aa) **“Schedule of Prices”** means the schedule of prices forming Schedule G.
- (bb) **“Service(s)”** means the services to be performed by the Contractor pursuant to the Agreement and the Technical Specifications.
- (cc) **“Sub-Contractor(s)”** means any person(s) or entity(ies) to whom the Bidder would sub-contract part of the Services in accordance with the requirements of the Agreement and the Technical Specifications.
- (dd) **“Technical Proposal”** and **“Financial Proposal”** mean the technical proposal and financial proposal as specified in Clause 9.1 of the ITB.
- (ee) **“Technical Specifications”** means the terms of reference and technical specifications that form Part III of the Bidding Documents.

B. INTRODUCTION

1. Scope of Bid and Source of Funds

- 1.1** The Client as defined in the BDS intends to receive Bids for the Services. Bidders shall be selected in accordance with the method of selection specified in the Bidding Documents. The Bidder must quote for the complete scope of Services. Any Bid covering partial scope of Services will be rejected as non-responsive.
- 1.2** The Client has arranged the Funds from the GoPb.

- 2.1 Bidding is open to all those companies, firms, sole proprietorship JVs and associations of persons.
- 2.2 All partners of any JV submitting a Bid shall at all times and under all circumstances be liable jointly and severally to the Client for the execution of the entire Services and Agreement in accordance with the terms and conditions there-of, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 2.4 of the ITB below as well as in the Letter of Technical Proposal, Letter of Financial Proposal and Form of Agreement (in case of a successful bidder).
- 2.3 One of the JV partners shall be nominated as being in-charge (the “Lead Partner”) and this authorization shall be evidenced by submitting a power of attorney, duly executed in accordance with Pakistan law requirements, signed by legally authorized signatories of all the JV partners. The Power of Attorney shall be notarized by local notary public. The format of the required Power of Attorney is appended hereto as **Schedule L**.
- 2.4 The Lead Partner shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the JV.
- 2.5 A certified true copy of the duly executed and binding agreement entered into by the JV partners shall be submitted with the Bid stating the conditions under which the JV will function, its period of duration, the persons authorized to represent the JV and the identity of the persons which shall be directly responsible for due performance of the Services under the Agreement and may give valid receipts on behalf of the JV, the proportionate participation of the several firms forming the JV, and any other information necessary to permit a full appraisal of the functioning of the JV. No amendments / modifications whatsoever in the JV agreement shall be agreed to between the JV partners without prior written consent of the Client.
- 2.6 A Bidder shall not have any conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if *inter alia*,
- a) they have controlling shareholders in common; or
 - b) they receive or have received any direct or indirect subsidy from any of them; or
 - c) they have the same legal representative for purposes of this bid; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Client regarding this bidding process; or
 - e) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or Technical Specifications that are the subject of the Bid,

the list of circumstances provided above which may constitute a

3. Eligible Goods and Services

- 3.1** All goods & Services to be supplied by the Contractor under the Agreement shall have their origin in eligible countries as per the laws of Pakistan.
- 3.2** For purpose of this Clause, “origin” means the place from which and where the goods are mined, grown or produced or from where the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Cost of Bidding

- 4.1** The Bidders shall bear all costs associated with the preparation and submission of their respective Bids and the Client shall in no case be liable for such costs, regardless of the conduct or outcome of the bidding process.

C: PREPARATION OF BIDS

5. Contents of Bidding Documents

5.1 In addition to the Invitation to Bid, the Bidding Documents are those stated below, and should be read in conjunction with any schedules or addenda issued in accordance with Sub-Clause 7.1 of the ITB.

- 1.** Instructions to Bidders & Bidding Data Sheet
- 2.** Schedules to Bid comprising the following:
 - i) Schedule A: Specific Services Data
 - ii) Schedule B: Services to be Performed by Sub-Contractors
 - iii) Schedule C: Proposed Programme of Services
 - iv) Schedule D: Method of Performing Services
 - v) Schedule E: CVs of Proposed staff
 - vi) Schedule F: Integrity Pact
 - vii) Schedule G: Schedule of Prices
- 3.** Draft of Agreement
- 4.** Standard Forms:
 - i) Form of Letter of Technical Proposal (Schedule H)
 - ii) Form of Letter of Financial Proposal (Schedule I)
 - iii) Form of Bid Security (Schedule J)
 - iv) Form of Performance Security (as attached to the Agreement)
 - v) Form of Agreement
 - vi) Form of Bank Guarantee for Advance Payment (as attached to the Agreement)
 - vii) Form of Power of Attorney for purposes of Clause 15.6 of the ITB (Schedule K).
 - viii) Form of Power of Attorney for purposes of Clause 2.3 of the ITB (Schedule L) (required if Bidder is a JV)

5. Technical Specifications

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

5.3 The Bidders shall obtain the Bidding Documents directly from the Client. Bidding Documents obtained from any other source shall not be valid.

**6. Clarification of
Bidding
Documents**

- 6.1** A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may make a request for clarification from the Client in writing on the letterhead of the Bidder, and such request for clarification shall be sent to the Client's address indicated in the BDS.
- 6.2** The Client only consider a request for clarification received within 10 (ten) Days prior to the deadline for the submission of Bids. The Client shall respond to any request for clarification received within the stipulated time before two (2) working days prior to the deadline for the submission of Bids. Copies of the Client's response shall be forwarded to all prospective Bidders who have received the Bidding Documents, including a description of the enquiry but without identifying its source.
- 6.3** The Bidder or its designated, authorized representative may attend a pre-bid meeting, on the date, time and venue indicated in the Invitation to Bid. The purpose of such meeting shall be to clarify issues and to answer questions on any matter that may be raised.
- 6.4** Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meetings, shall be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with the Invitation to Bid. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Client exclusively through the procedure prescribed in Clause 7 below of the ITB.
- 6.5** The Client shall not be bound by any verbal interpretation of the Bidding Documents, which may be made by the Client or any of the Client's representatives. Only interpretations made in writing by the Client in accordance with the procedure set forth in this Bidding Documents shall be binding.

7. Amendment of Bidding Documents

- 7.1** At any time prior to the deadline for submission of Bids, the Client may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an addendum.
- 7.2** Any addendum issued pursuant to Sub-Clause 7.1 of the ITB shall be deemed to form part of the Bidding Documents, and shall be communicated in writing to all Bidders who have acquired the Bidding Documents within 2 (two) days of the Client's approval of the addendum. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Client.
- 7.3** To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Client may, at its discretion, extend the deadline for submission of Bids.

D. PREPARATION OF BIDS

8. Language of Bid & Notifications

- 8.1** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid shall be written in the English language. Any printed literature furnished by a Bidder may be written in another language, so long as the same is accompanied by an English translation. For purposes of interpretation of quotation Bid, the English translation shall govern.
- 8.2** The Client may make announcements or issue notifications through registered mail, delivery by hand against signature, electronic mail or fax, provided that the electronic mail addresses and fax number is given on the forms submitted by the Bidder. Announcements and notifications made by the Client to Bidders at the electronic mail or fax numbers provided by the Bidders shall be deemed to have been received by the Bidders on the date of such communication by the Client.
- 8.3** For the communication made through registered mail, the date of communication shall be the 7th (seventh) day following the deposit of letter to the postal service for local Bidders and the 14th (fourteenth) day following the deposit of letter to the postal service for foreign Bidders. In case Bidders or the Client receive the communication before such date, the actual date of communication shall be taken as the date of receipt.
- 8.4** For the correspondence sent to the Client by Bidders through electronic mail or fax, the date of receipt shall be taken as the date of communication, provided that communication made through electronic mail or fax must be confirmed by the Client on the same day. Notifications which are not confirmed by the Client within 1 (one) working day shall be considered as not realized. In order to ensure the confirmation as realized, to the Bidders may make communication through registered mail in accordance with the timelines provided in Clause 8.3 above of the ITB. Notifications made through electronic mail or fax will be documented in such a way to contain the date of notification and its content.
- 8.5** Notifications through electronic mail shall be made by using the official electronic mail address of the Client.
- 8.6** Notifications and announcements to a JV shall be made to the Lead Partner.

**9. Documents
Comprising the
Bid, Technical
Proposal,
Financial
Proposal and
Sub-Contracting**

- 9.1** The Technical Proposal to be prepared by the Bidder shall be comprised of the following documents:
- (a) Letter of Technical Proposal
 - (b) Specific Services Data
 - (c) Services to be Performed by Sub-Contractors,
 - (d) Proposed Programme of Services
 - (e) Method of Performing Services
 - (f) Curriculum Vitae of Proposed Professional Staff
 - (g) Integrity Pact
 - (h) Bid Security furnished on the Form of Bid Security in accordance with Clause 14 of the ITB.
 - (i) Power of Attorney furnished in accordance with Sub-Clause 15.6 of the ITB.
 - (j) Documentary evidence furnished in accordance with Clause 12 of the ITB
 - (k) Documentary evidence furnished in accordance with Clause 13 of the ITB.

The Financial Proposal to be submitted by the Bidder shall be comprised of the following documents:

- (a) Letter of Financial Proposal
 - (b) Schedule of Prices
- 9.2** The Bid shall comprise two envelopes submitted in accordance with Clause 15 of the BDS, one called the Technical Proposal and the other called the Financial Proposal containing the respective documents listed in Clause 9.1 of the ITB, both envelopes enclosed together in a single outer envelope.
- 9.3** All documents listed under Sub-Clause 9.1 of the ITB shall be submitted using the relevant forms. The documents must be completed by the Bidder without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 9.4** The Bidder shall furnish the Technical Proposal and a Financial Proposal as specified in Sub-Clause 9.1 of the ITB, including all particulars as specified in the Bidding Documents, in sufficient detail to demonstrate the adequacy of the Bidder to meet the requirements there-of. No amendments to the Technical Proposal or Financial Proposal may be made during the period of evaluation unless permitted by the Bidding Documents.
- 9.5** The Bidder shall give details as prescribed in Schedule B to Part- I of the Bidding Documents of the Sub-Contractors to whom the Bidder intends to sub-contract a part of the Services. The Bidder is free to list more than one Sub-Contractor, but up to a maximum of 3 (three) Sub-Contractors against each item of the Services.

10. Sufficiency of Bid

- 10.1** Each Bidder shall satisfy itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Agreement, cover all obligations of the Bidder under the Agreement and all matters and things necessary for the proper completion of the Services stipulated in the Agreement and the Technical Specifications.
- 10.2** The Bidder is advised to obtain for itself at his own cost and responsibility all information that may be necessary for preparing the Bid and entering into an Agreement for execution of the Services.

11. Bid Prices, Currency of Bid and Payment

- 11.1** The Bidder shall completely fill the Schedule of Prices (Schedule G) indicating the unit rates and prices of the Services to be performed under the Agreement. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the preamble to Schedule of Prices.
- 11.2** During the Bidder's performance of the Agreement, unless otherwise stipulated in the Agreement, prices quoted by the Bidder shall remain fixed and not subject to variation on any account.
- 11.3** The unit rates and prices in the Schedule of Prices shall be quoted by the Bidder in the currency as stipulated in the preamble to Schedule of Prices.
- 11.4** Unless otherwise specified in the Bidding Data Sheet, the Bidder shall quote for the entirety of the Services on a "single responsibility basis" such that the total bid price covers all the obligations of the Bidder mentioned in or to be reasonably inferred from the Bidding Documents (including all costs of the Bidder's proposed Subcontracting (if any)). Items against which no price is entered by the Bidder shall not be paid for by the Client when executed and shall be deemed to be covered by the prices for other items.
- 11.5** The Client may require the Bidders to justify, to the satisfaction of the Client, their local and foreign currency requirements.

**12. Bidder's
Eligibility and
Qualification**

- 12.1** The Bidder must possess the capability and the experience as stipulated in Bidding Data Sheet and the qualification criteria stipulated in the Bidding Documents.
- 12.2** Pursuant to Clause 9 and Sub-Clause 12.1 of the ITB, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Services and the obligations under the Agreement.
- 12.3** The Client shall determine, to its satisfaction, during the evaluation of the Technical Bid, whether a Bidder meets the eligibility and qualifying criteria specified in the BDS. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Financial Proposal. A negative determination shall result in the disqualification of the Bidder, in which event the Client shall return the unopened Financial Proposal to such disqualified Bidder.

**13. Documents
Establishing
Services'
Conformity to
Bidding
Documents**

- 13.1** The documentary evidence of the Services' conformity to the Bidding Documents may be in the form of literature, maps and data and the Bidder shall furnish documentation as set out in Bidding Data Sheet.
- 13.2** The Bidder shall comply with the standards stipulated by the Client in the Bidding Documents for the provision of the Services, including specifications as to human resources, vehicles, machinery, materials and equipment, and ensure that such standards are reflected in the submitted Technical Proposal.

14. Bid Security

- 14.1** Each Bidder shall furnish, as part of its bid, a Bid Security equivalent to the amount stipulated in Bidding Data Sheet in the form a Bank Guarantee issued by a scheduled bank (as per the requirements of the State Bank of Pakistan) or Call Deposit Receipt (CDR) in Pakistan in favor of the Client, valid for a period at least twenty-eight (28) Days beyond the bid validity period (as specified in the BDS) . In case the guarantee is from a foreign bank, it shall be counter guaranteed by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan.
- 14.2** The Bid Security shall be submitted using the Form of Bid Security included as Schedule J. The Bid Security must include the complete name of the Bidder. The Bid Security shall be valid till the time that the successful Bidder issues the Performance Security to the Client in accordance with the Agreement and the Bidding Documents. The Bidder shall extend the Bid Security if informed by the Client in writing to do so.
- 14.3** Any Bid not accompanied by a substantially compliant Bid Security shall be rejected by the Client as non-responsive.
- 14.4** The Bid Security of unsuccessful Bidders shall be returned upon award of the Agreement to the successful Bidder or on the expiry of validity of the Bid Security (unless required to be extended pursuant to Clause 14.2 above), whichever is earlier.
- 14.5** The Bid Security of the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security under Clause 26 of the ITB, and signs the Agreement, pursuant to Sub-Clauses 25.2 & 25.3 of the ITB.
- 14.6** The Bid Security may be forfeited under either of the following circumstances:
- (a) if a Bidder withdraws its Bid during the bid validity period (as specified in the BDS); or
 - (b) if a Bidder does not accept the correction of his Bid Price, under Sub-Clause 19. (b)(xvii) hereof; or
 - (c) in the case of a successful Bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause 26 of the ITB, or
 - (ii) sign the Agreement, in accordance with Sub-Clauses 25.3 of the ITB.
 - (iii) Fulfill its obligations as specified under Clause 7.3.1 of the Agreement on or prior to the signing date of the Agreement.

**15. Validity,
Format, and
Signing of Bids**

- 15.1** Bids shall remain valid for the bid validity period stipulated in the BDS. A bid valid for a shorter period shall be rejected by the Client as un-responsive.
- 15.2** In exceptional circumstances, prior to the expiration of the Bid validity period, the Client may request the Bidder to extend the period of validity of their respective Bids. The request, and responses to the request, shall be in writing. A Bidder may refuse the request and withdraw the Bid without forfeiting the Bid Security. A Bidder granting the request for extension in the Bid validity period shall not be required or permitted to modify its Bid.
- 15.3** All Schedules to the Bid are to be properly filled, completed and signed.
- 15.4** No alteration is allowed in the Letter of Technical Proposal or Letter of Financial Proposal. In case of any alteration, the Bid shall be rejected by the Client.
- 15.5** Each Bidder shall prepare the original and number of copies, as specified in comments to Sub-Clause 15.5 of the ITB in the BDS, of the documents comprising the Bid as described in Clause 5 of the ITB and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 15.6** The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, photostats are also acceptable). The name and position held by each person signing the authorization must be written or typed below the signatures. The authorized person or persons shall be named by submitting a written Power of Attorney, notarized by local notary public (and in case of a Power of Attorney executed outside Pakistan, such Power of Attorney shall also be attested by the relevant Pakistan Embassy/Consulate), authorizing him to sign the Bidding Documents and to act on behalf of the Bidder. All pages of the Bidding Documents shall be initialed by the authorized person or persons along with the affixed official seal. The format of the required Power of Attorney is appended hereto as Schedule K.
- 15.7** The Bid shall be delivered in person or sent by registered mail at the address as given in the BDS.
- 15.8** Any interlineations, erasures, or overwriting in the Bid shall only be valid if such interlineations, erasures or overwriting are signed or initialed by the person signing the Bid.

E. SUBMISSION OF BIDS

16. Deadline for Submission, Sealing, Modification, Substitution & Withdrawal of Bids

- 16.1** Sealed Bids must be received by the Client at the address provided in BDS not later than the Bid Submission Deadline. The Bids shall be sealed in the manner specified in the Bidding Data Sheet.
- 16.2** Bidders shall submit their Bids by registered mail/courier or by hand. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 16.3** **Any Bid received by the Client after the Bid Submission Deadline shall be returned unopened to such Bidder.**
- 16.4** Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification or written notice of withdrawal is received by the Client prior to Bid Submission Deadline.
- 16.5** Withdrawal of a Bid during the interval between the Bid Submission Deadline and the expiration of bid validity period (specified in the BDS) may result in forfeiture of the Bid Security pursuant to Sub-Clause 26.3 of the ITB.
- 16.6** In case any envelope is not sealed or marked as required in the Bidding Documents, the Client shall assume no responsibility for the misplacement or premature opening of the Bid.
- 16.7** The Client may, at its discretion, extend the Bid Submission Deadline, by amending the Bidding Documents under the terms there-of, in which case all rights and obligations of the Client and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 16.8** The Client shall not consider any Bid that arrives after the Bid Submission Deadline. Any Bid received by the Client after the Bid Submission Deadline shall be declared late, rejected, and returned unopened to the Bidder.

F. BID OPENING AND EVALUATION

17. Bid Opening

- 17.1** A Procurement Committee consisting of members nominated by the Client shall open the Bids (including withdrawals, substitution and modifications made pursuant to Clause 16 of the ITB) in the presence of the Bidders' authorized representatives who choose to attend, at the time, date and location stipulated in the Invitation to Bid. Technical Proposals shall be opened first. At the end of the evaluation of the Technical

Proposals, the Client shall invite technically substantially responsive Bidders, eligible for award, to attend opening of the Financial Proposals.

The Financial Proposals shall remain unopened and shall be held in the custody of the Client until the specified time of their opening. If the Financial Proposal and Technical Proposal are submitted in one envelope, the Client may reject the entire Bid.

The Bidders' authorized representatives who are present shall sign in a register evidencing their attendance.

17.2 Envelopes marked "Modification", "Substitution" or "Withdrawal" shall be opened and read out in that order (Modification first, Substitution second, and Withdrawal third) and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 16 of the ITB shall not be opened.

17.3 All Bidders' envelopes holding the Technical Proposal shall be opened one at a time, and the respective Bidder's name, Bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Client at its discretion may consider appropriate, shall be announced by the Client. The Client shall record minutes of Bid opening.

Only Technical Proposals read out and recorded at the Bid opening as specified in this Clause 17 shall be considered for evaluation. Any Bid Price or discount which is not read out and recorded at Bid opening shall not be taken into account in the evaluation of the Bid. Any discount offered by the Bidder on its quoted Bid Price shall only be considered if such discount is either shown on the duly filled-in, signed & stamped Letter of Financial Proposal or on the summary page of the Schedule of Prices. In case of any discrepancy or difference in the rate or amount of discount mentioned in the Letter of Financial Proposal (as duly filled-in and signed), and on the summary page of the Schedule of Prices, the discount shown on the summary page of the Schedule of Prices shall prevail. Discount, if offered, through a separate letter of discount submitted with the Bid, shall not be entertained and shall be considered null & void.

17.4 Discounts offered for a shorter period than the Bid validity period shall not be considered for evaluation.

17.5 The Client shall prepare a record of the opening of Technical Proposals that shall include, at a minimum, the name of the Bidder and whether there is a withdrawal, substitution or modification, and the presence or absence of Bid Security, The Bidders' representatives who are

present shall be requested to sign the record. The absence of a Bidder's or a representative's signature shall not invalidate the contents and effects of the record.

- 17.6** At the end of the evaluation of the Technical Proposals, the Client shall invite Bidders who have been determined to have submitted substantially technically responsive Bids, and have been determined as being qualified for award to attend the opening of the Financial Proposals. The date, time and location of the opening of Financial Proposals shall be advised in writing by the Client. Bidders shall be given reasonable notice of the opening of the Financial Proposals.
- 17.7** The Client shall notify Bidders in writing who have been rejected on the grounds of their Technical Proposals being substantially non-responsive to the requirements of the Bidding Documents.
- 17.8** A committee consisting of members nominated by the Client shall open the Financial Proposals in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated under Sub-Clause 17.6 of the ITB above.
- 17.9** All envelopes containing Financial Proposals shall be opened one at a time and the name of the Bidder, whether there is a modification, withdrawal or substitution, Bid Prices, including any discounts, details of the Bid Security and any other details the Client may consider appropriate, shall be read out. Only Financial Proposals read out and recorded during the opening of the Financial Proposals shall be considered for evaluation.
- 17.10** The Client shall prepare a record of the opening of Financial Proposals that shall include, at a minimum, the name of the Bidder and whether there is a withdrawal, substitution or modification, and the presence or absence of bid security. The Bidders' representatives who are present shall be requested to sign the record. The absence of a Bidder or representative's signature shall not invalidate the contents and effects of the record.

18. Clarification of Bids

- 18.1** To assist in the examination, evaluation and comparison of Bids, the Client may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

Any clarification submitted by the Bidder that is not in response to a request of the Client shall not be considered. The request for clarification and the response shall be in writing.

A failure to provide clarification as requested by the Client may result in the rejection of the Bid.

19. Preliminary Examination & Determination of Responsiveness of Bids

19.1 Prior to detailed evaluation pursuant to Clause 21 of the ITB, the Procurement Committee will determine the responsiveness of the Technical Proposals in the following manner:

(a) the Procurement Committee will examine each Technical Proposal to determine whether:

- i. The Technical Proposal is complete and does not deviate from the scope;
- ii. The completion period offered is within specified limits;
- iii. The Bidder meets the desired eligibility criteria including the requisite experience;
- iv. The Technical Proposal does not deviate from basic technical requirements;
- v. The Technical Proposal is generally in order;
- vi. The required sureties have been furnished;
- vii. The required documents have been submitted; and
- viii. The required documents have been properly signed and stamped, where applicable.

(b) the Bid shall not to be considered, if:

- (i) It is unsigned and unstamped;
- (ii) Its validity is less than specified bid validity period (as specified in the BDS);
- (iii) It is submitted for incomplete scope of work;
- (iv) It indicates completion period later than specified in the Bidding Documents;
- (v) It indicates that the materials to be supplied do not meet eligibility requirements;
- (vi) It indicates alteration in Letter of Technical Proposal;
- (vii) The Bidder refuses to accept arithmetic correction;
- (viii) It is materially and substantially different from the Conditions/Specifications of the Bidding Documents; and
- (ix) Submission of Conditional Bid.

After determining the responsiveness of Technical Proposals in the light of criteria stated in Sub-Clause 19.1 of the ITB, further action on technical evaluation will be taken.

19.2 Not Used

19.3 Prior to the detailed evaluation, pursuant to Clause 21 of the ITB the Procurement Committee shall determine the substantial responsiveness of each Technical Proposal to

the Bidding Documents. For purpose of these Clauses, a substantially responsive Technical Proposal is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

A material deviation or reservation is one:

- (i) which affects in any substantial way, the scope, quality or performance of the Services;
- (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Client rights or the Bidder's / Contractor's obligations under the Agreement; or
- (iii) Whose rectification/adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

The Procurement Committee's determination of Technical Proposal's responsiveness shall be based on the contents of the Technical Proposal itself without recourse to irrelevant evidence.

19.4 A Technical Proposal determined as substantially non-responsive shall be rejected and shall not subsequently be made responsive by the Bidder by correction.

19.5 Any minor informality or non-conformity or irregularity in a Technical Proposal which does not constitute a material deviation may be waived by Client, in its sole discretion, as long as the waiver does not prejudice or affect the relative ranking of any Bidder.

20. Conversion to Single Currency

20.1 To facilitate evaluation and comparison during the evaluation of Financial Proposals as specified in Sub-Clause 21.5 of the ITB below, the Procurement Committee shall convert all Bid Prices to Pak Rupees at the telegraphic Transfer and Over Draft (TT & OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transactions, on the date of Bid opening.

**21. Detailed Evaluation
of Technical and
Financial Proposals**

21.1 Only the Technical Proposals previously determined to be substantially responsive pursuant to Clause 19 of the ITB shall be evaluated and compared in detail by the Client as per the requirements given hereunder:

21.2 The Technical Proposal submitted by the Bidder shall be examined in detail whether the Services offered by the Bidder comply with the evaluation criteria of the Bidding Documents, including the BDS. For this purpose, all personnel capabilities, equipment, machinery, vehicles, materials and services standards offered by the Bidder shall be reviewed for which the Bidder's data submitted with the Bid under Schedule A to Bid (Specific Services Data) shall be compared with the technical features/criteria prescribed by the Client in the Technical Specifications. Other technical information submitted with the Bid regarding the scope of Services will also be reviewed including importations required, if any.

21.3 An affirmative determination after an examination under Sub-Clause 21.2 of the ITB of the Technical Proposal submitted by the Bidder shall be a prerequisite for the opening and evaluation of a Bidder's Financial Proposal. A negative determination shall result in the disqualification of the Bid, in which event the Client shall return the unopened Financial Proposal to the Bidder.

21.4 Arithmetic errors will be rectified in the course of evaluation of the Financial Proposals under Sub-Clause 21.5 of the ITB below on the following basis:

If there is a discrepancy between the unit price and 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 there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid Price entered in Letter of Financial Proposal and the total shown in summary of Schedule of Prices, the amount stated in the Letter of Financial Proposal will be corrected by the Evaluation Committee in accordance with the corrected Schedule of Prices.

If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

21.5 To evaluate a Financial Proposal, the Client shall consider the following:

(a) the total Bid Price;

(b) price adjustment for correction of arithmetic errors in accordance with Sub-Clause 21.4 of the ITB;

(c) converting the amount resulting from applying (a)

and (b) above, if relevant, to a single currency under Clause 20 of the ITB;

(d) the evaluative factors indicated in the Bidding Documents, including the BDS;

(e) it indicates that prices quoted are not firm during the term of the Agreement whereas the Bidders are required to quote fixed, firm price(s) for the term of the Agreement; and

(f) it indicates that Bid Prices do not include the amount of taxes.

21.6 The Client shall compare all substantially responsive Bids to determine the lowest evaluated bid in accordance with Sub-Clause 21.6 of the ITB.

21.7 If the Bid which results in the lowest evaluated Bid Price is unbalanced or front-loaded in the sole determination of the Client, the Client may require the Bidder to produce detailed price analyses for any or all of the items in the Schedule of Prices to demonstrate the consistency of those prices with the methods and time schedule proposed. After an evaluation of the price analyses, taking into consideration the terms of payments, the Client may require the Bidder to rationalize the prices in the Schedule of Prices and the terms of payment.

21.8 The Procurement Committee's determination of Financial Proposal's responsiveness shall be based on the contents of the Financial Proposal itself without recourse to irrelevant evidence.

21.9 A Financial Proposal determined as substantially non-responsive shall be rejected and shall not subsequently be made responsive by the Bidder by correction. Any minor informality or non-conformity or irregularity in a Financial Proposal which does not constitute a material deviation may be waived by Client, in its sole discretion, as long as the waiver does not prejudice or affect the relative ranking of any Bidder.

**22. Process to be
Confidential**

- 22.1** No Bidder shall contact Client on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Client. The evaluation result shall be announced at least ten (10) Days prior to signing of the Agreement. The announcement to all Bidders shall include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the Bids evaluated.
- 22.2** Any effort by a Bidder to influence Client in the Bid evaluation, Bid comparison or decision to award the Agreement may result in the rejection of his Bid. Whereas, any Bidder feeling aggrieved may lodge a written complaint not later than 15 (fifteen) Days after the announcement of the Bid evaluation result, however, the fact of lodging a complaint shall not warrant suspension of the bidding process.

G. AWARD OF AGREEMENT

- 23. Post Qualification**
- 23.1** The Client, at any stage of the Bid evaluation, having credible reasons for or *prima facie* evidence of any defect in a Bidder's capacities, may require the Bidder to provide information concerning its professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
- Provided that such qualification shall only be laid down after recording reasons in writing. The recorded reasons shall form part of the records of that Bid evaluation report.
- 23.2** The evaluation shall take into account the Bidder's financial and technical capabilities. The evaluation shall be based upon an examination of the documentary evidence of the Bidders' qualifications submitted under Clause 12 of the ITB, as well as such other information required in the Bidding Documents
- 24. Award Criteria & Client's Right**
- 24.1** Subject to Sub-Clause 24.2 of the ITB, the Client shall award the Agreement to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be qualified to satisfactorily perform the Agreement in accordance with the provisions of Clause 23 of the ITB.
- 24.2** Notwithstanding Sub-Clause 24.1 of the ITB, the Client reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of the Agreement, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Client's action except that the grounds for the Client's rejection of all Bids shall, upon request, be communicated to any Bidder who submitted a Bid, without justification of the grounds. Notice of the rejection of all the Bids shall be given promptly to all the Bidders.
- 25. Notification of Award & Signing of Agreement**
- 25.1** Prior to expiration of the bid validity period (as specified in the BDS), the Client shall notify the successful Bidder in writing ("Letter of Acceptance") that its Bid has been accepted.
- 25.2** Within seven (7) Days from the date of furnishing of acceptable Performance Security, the Client shall send the successful Bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

- 25.3** The formal Agreement between the Client and the successful Bidder shall be executed within seven (7) Days of the receipt of the Form of Agreement by the successful Bidder from the Client.
- 25.4** Until the Agreement is formally executed, the Letter of Acceptance, duly accepted by the Bidder, shall constitute a binding Agreement. Nothing in this Clause shall restrict or nullify the obligation of the Bidder to sign the Agreement.

- 26. Performance Security**
- 26.1** The successful Bidder shall furnish to the Client 3% (three percent) Performance Security of the Bid amount in the form stipulated in the Agreement within a period of 14 (fourteen) Days after the receipt of Letter of Acceptance.
- 26.2** The Performance Security shall be in the form of a bank guarantee issued by a scheduled bank as per the requirements of the State Bank of Pakistan in favor of the Client. In case the Performance Security is from a foreign bank, it shall be counter guaranteed by a scheduled bank in Pakistan.
- 26.3** Failure of the successful Bidder to comply with the requirements of Sub-Clauses 16.5, 24.1, 26.1 and 27.1 of the ITB shall constitute sufficient grounds for the annulment of the Letter of Acceptance and forfeiture of the Bid Security.
- 27. Fraud and Corruption**
- 27.1** The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule F in the Bidding Documents. Failure to provide such Integrity Pact shall make the bid non-responsive.
- 27.2** The Bidder shall observe the highest standards of ethics during the process of submission of the Bid and during the evaluation process. The terms used in this Clause 27 shall have the following definitions:
- (a) “corrupt and fraudulent practice” means the offering, giving, receiving of soliciting of anything of value to influence the action of a public official or the 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, non-competitive 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 the public official’s duty;
- (b) “coercive practice” means impairing or harming, threatening to impair or harm, directly or indirectly, any party or the property of the party to achieve a wrongful gain or to cause a wrongful loss to another party;

- (c) “collusive practice” means, the arrangement between two or more parties to the procurement process or contract execution, designed to establish, with or without the knowledge of the procuring agency, prices at artificial, noncompetitive levels for any wrongful gain.
- (d) “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;
- (e) “integrity violation” means any act which violates Anticorruption Policy including corrupt and fraudulent practice, coercive practice, collusive practice and/or obstructive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an investigation into any of the foregoing or from pursuing an investigation or acts intended to materially impede the exercise of inspection and audit rights.

27.3 The Client may reject a Bid if it determines that the Bidder, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.

27.4 The Client may cancel the Agreement on a determination at any time that the Bidder engaged in any way in corrupt and fraudulent practice, collusive practice, coercive practice or obstructive practices or other integrity violations in bidding for the Project.

27.5 If at any time the Client determines that the Bidder has, directly or through an agent or intermediary, engaged in corrupt and fraudulent practice, collusive practice, coercive practice, obstructive practices and/or any integrity violation in competing for or in executing, a GoP or GoPb or any other government contract, the Client may take any act to sanction a Bidder as permitted by the applicable laws, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, from the award of any contract by the Client and

recommending to the GoP and GoPb that the Bidder be disqualified from participation and award of any project or contract to be awarded by the GoP or GoPb, as the case may be.

27.6 The Client shall have the right to inspect accounts and records and other documents relating to the Bid submission and the performance of the Services and the Agreement, and to have such accounts and records audited by auditors appointed by the Client. The Bidders shall assist the Client upon any request to inspect accounts and records and shall timely provide requested information to the Client.

28. Joint Venture

28.1. The Applicant comprises a number of firms/companies combining their resources in a joint venture, the legal entity constituting the joint venture and the individual partners in the joint venture shall collectively meet the minimum JV criteria stipulated in data sheet and fulfill the following conditions:

- a) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally to *Employer* for the execution of the entire Contract in accordance with the Contract terms and conditions and a statement to this effect shall be included in the authorization mentioned under para (d) below as well as in the Form of Bid and Form of Contract Agreement (in case of a successful Bidder).
- b) The Form of Bid, and in the case of successful Bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.
- c) One of the joint venture partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners.
- d) The lead shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.
- e) A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the *Employer*

SECTION - III: BIDDING DATA SHEET

The following specific data for the Project to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders. In case of conflict between the terms of this Bidding Data Sheet (“**BDS**”) and the terms of the Instructions to Bidders, the provisions of the Bidding Data Sheet shall prevail.

A. General	
ITB 1.1	Client: District Council Jehlem
ITB 1.1	Name of Agreement “ <i>Procurement of Janitorial Services in 44 Rural Union Councils of District Council Jehlem</i> ”.
ITB 1.1	The Procurement shall be made under the Rules “Single Stage Two Envelope (SSTE) method”. Technically qualified and Lowest Evaluated Bidder shall be awarded the Contract as per the PPRA Rules 2014.
ITB 1.2	The Client has arranged the Funds from the GoPb.
ITB 14.1	The Bid Security shall be furnished in the form of a Bank guarantee or Call Deposit Receipt (CDR) from the scheduled bank as per State Bank of Pakistan requirements in favour of Client which shall be PKR 1 Million (One Million Pak Rupees). <u>BID SECURITY MUST BE ACCOMPANIED WITH THE TECHNICAL PROPOSAL.</u>

ITB 15	Bidder shall submit 1 (one) original and Two (Two) copies of “Technical Proposal” and “Financial Proposal” on the prescribed forms. <u>Single Stage Two Envelope</u> bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be: i. the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals properly sealed, stamped and duly signed and shall be placed into an outer envelope and sealed, stamped and duly signed and properly marked as <i>“Procurement of Janitorial Services in 44 Rural Union Councils of District Council Jehlem ;</i> ii. the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”; iii. in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency; iv. the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements; a) during the technical evaluation no amendments in the technical proposal shall be permitted; b) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period; c) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and d) the lowest evaluated qualified bidder shall be awarded the contract.
ITB 15	Deadline for submission of Bids: 11:00 A.M PST on Monday , 12th Feburay 2018 (“Bid Submission Deadline”)
ITB 15.1	Bid Validity Period The bid should remain valid for 90 (ninety) Days from the date of opening of Bids (i.e., the Bid Submission Deadline).
ITB 17.1	Venue, Time and Date of Technical Proposal Opening Venue: Office of the District Council Jehlem

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	Minimum bank credit line “OR” Average cash at bank (evidenced by bank statement for last 3 months) equivalent to 1 (One) month of estimated contract value. <u><i>Bidder may opt to choose for evidence for providing any of the above financial conditions to fulfill the minimum required financial requirements.</i></u> Mandatory
	Note: Verifiable documentary proof for all of above requirements is to be submitted *For Joint Ventures : f) At least one of the partners of joint venture shall satisfy the relevant experience. g) Financial requirements of the Lead partner shall be considered for evaluation of financial capabilities of the JV.
ITB 20.1	Bid shall be quoted entirely in Pak Rupees only. The payment shall be made in Pak Rupees.
ITB 26.1	The Bidder shall submit Performance Security equivalent to 3% (three percent) of the total Bid amount, valid for a period of not less than 10 (ten) months. The Performance Security shall be in the form of bank guarantee issued by a scheduled bank as per requirements of the State Bank of Pakistan in favor of the Client.

SECTION - IV: BID FORM & SCHEDULES

- **Schedule A:** Specific Services Data
- **Schedule B:** Services to be Performed by Sub-Contractors
- **Schedule C:** Proposed Programme of Services
- **Schedule D:** Method of Performing Services
- **Schedule E:** CVs of Proposed staff
- **Schedule F:** Integrity Pact
- **Schedule G:** Schedule of Prices
- **Schedule H:** Form of Letter of Technical Proposal
- **Schedule I:** Form of Letter of Financial Proposal
- **Schedule J:** Form of Bid Security

SCHEDULE A

SPECIFIC SERVICES DATA

The main technical data is prescribed in the relevant sections of the Technical Specifications and Scope of Services (Part-III of the Bidding Documents). However, the Bidder may supplement the main technical data by providing additional information under the relevant provisions of the bidding documents.

SCHEDULE B

SERVICES TO BE PERFORMED BY SUBCONTRACTORS

The Bidder will undertake the whole of the Services, except the work listed below which he intends to sub-contract in accordance with the terms and conditions of the Agreement and approval of the Client.

Items of services to be Sub – Contracted	Name and address of Sub - Contractors	Statement of similar services previously executed (Attach Evidence)

Note:

- 1. The Bidder may sub-contract up to 30% (thirty percent) of total Services which are covered under the Bid, subject to the written approval of the Client.*
- 2. No change of Sub-Contractors shall be made by the Bidder without prior approval of the Client.*
- 3. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the Bidder. The Client's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the Bidder.*
- 4. Statement of similar services shall include description, location & value of service, year completed and name & address of the Client.*
- 5. The Bidder shall be responsible for all actions, performances, works or services carried out by the Sub-Contractor(s).*
- 6. Any liability arising out of the performance of the Sub-Contractor of any portion or part of the Services shall be deemed as liability of the Bidder.*

SCHEDULE C

PROPOSED PROGRAMME OF SERVICES

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Services specified in the Technical Specifications and the Agreement. The programme should indicate the sequence of work items and the period of time during which he proposes to complete or commissioning the Services including the activities such as planning, schedule of submittal, ordering and procurement of materials, manufacturing, delivering, of plant, machinery, Vehicles and equipment to be supplied under the Agreement.

No	Activities	Months										TOTAL TIME
		1	2	3	4	5	6	7	8	9	10	
A-1												
A-2												
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Note: Additional sheets may be added. However, all additional sheets shall be signed and stamped by the Bidder.

SCHEDULE D

METHOD OF PERFORMING SERVICES

A description of the approach, methodology and work plan for performing the Services, including a detailed description of the proposed methodology and staffing for training, if the Technical Specifications specify training as a specific component of the Services.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology*
- b) Work Plan*
- c) Organization and Staffing*

Approach and Methodology.

{Please explain your understanding of the objectives of the Project as outlined in the Terms of Reference (TORs)/ Technical Specifications, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs/Technical Specifications in here.}

Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the key experts, non-key experts and relevant technical and administrative support staff.} The Execution Schedule and human resource allocation including:

- ☒ Detailed activity schedule (Preferable prepared in MS Project as Gantt Chart) including procurement and human resource allocation. CV of the Project Manager be provided as per the format attached at **Schedule-E**.
- ☒ Organizational structure at supervisory and arrangements to handle contractual obligations with Client's representatives
- ☒ Role and responsibilities of project team i.e. job descriptions of the core team
- ☒ Attendance Management and reporting to the Client

Work Plan

{Please outline the plan for the implementation of the main activities/tasks of the Project, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs/Technical Specifications and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form}. Work plan should include at a minimum the following activities:

- Waste Collection and its disposal at Waste Collection Point in village
- Drains Cleaning and De-silting
- Sweeping of Streets and Roads

SCHEDULE E

Curriculum Vitae (CV) of Proposed Professional Staff

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____

2. **Name of Firm** [Insert name of firm proposing the staff]: _____

3. **Name of Staff** [Insert full name]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **CNIC No** (if Pakistani): _____ **or Passport No** (if foreigner): _____

6. **Education:**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations:** _____

8. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]: _

9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format below): dates of employment, name of employing organization, positions held.]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

11. Detailed Tasks Assigned as per Component of Evaluation

[List all tasks to be performed under this assignment with separate heading]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned as per evaluation criteria

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

- 1) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____
- 2) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____
- 3) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____

Positions held: _____
Activities performed: _____
[Unroll the project details group and continue numbering (4, 5, ...) as many times as is required]

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date:_____
Day/Month/Year

Full name of authorized representative: _____

SCHEDULE F

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [Name of Bidder] 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 Punjab, Pakistan (GoPb) or the Government of Pakistan (GoP), or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb or the GoP through any corrupt business practice.

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

[Name of Bidder] 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 subject project with GoPb and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Bidder] 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 GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Bidder] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoPb or GoP. [Name of Bidder] understands that any corrupt business practice or giving of any kickback, commission, tip, bribe or gift shall result in termination of any contract signed with the GoP and GoPb, blacklisting from any future award of contract, and recovery from [name of Bidder] of any damage or loss caused as a result of such termination.

For and on behalf of the [Name of Bidder]:

Name:
Designation:
Signature:
[Seal]

Witness 1:

.....
Name:
Address:
CNIC/Passport:

Witness 2:

.....
Name:
Address:
CNIC/Passport:

SCHEDULE G

SCHEDULE OF PRICES

Sr. No.

1. Preamble to Schedule of Prices
2. Schedule of Prices
 - *(a) Summary of Bid Prices
 - * (b) Detailed Schedule of Prices

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Agreement, together with the Technical Specifications.
- 1.2 The Agreement shall be for the entirety of the Services as described in the Bidding Documents. Bids must be for the complete scope of Services.
- 1.3 Management of all human resources required under this Agreement shall be the responsibility of the Contractor and will report their attendance on daily basis to the Secretary of the Union Council as per the Agreed Format.

2. Description

- 2.1 The general directions and descriptions of Services and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (SI Units).

Km: Kilometer

Km²: Kilometer Square

Ton: 1000 Kg (Metric Ton)

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Agreement, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Bidder shall be paid and shall be the full inclusive value of the Services set forth or implied in the Agreement; except for the amounts reimbursable, if any to the Bidder under the Agreement.
- 4.2 Unless otherwise stipulated in the Agreement, the rates and prices entered by the Bidder shall not be subject to adjustment during the performance of the Agreement.
- 4.3 All duties, taxes and other levies payable by the Bidder shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Agreement shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Services and no separate payment

will be made by the Client for those items.

- 4.5 The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the Bidder will not be paid for by the Client when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.
- 4.6 (a) The Bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the Bid Price.
- 4.7 The Bidder shall provide for all aspects and portions of the Services to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete and satisfactory operation of the Services, are not specifically mentioned in Part-III of the Bidding Documents, such details shall be deemed to be included in the Bid Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Price shall be quoted as detailed by the Client in the format of Schedule of Prices.

The Bidder shall recognize such elements of the costs which the Bidder expects to incur in the performance of the Services and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Invoicing & Payment

- 6.1 The Bidder shall be entitled to be paid the value of the Services executed at monthly intervals in accordance with the terms of the Agreement. The Bidder shall submit, each month to the Client, an invoice showing the amounts to which the Bidder considers itself entitled.
- 6.2 The Bidder's invoice shall be based on the KPIs and actual services delivered during the calendar month.

The monthly performance of the Bidder will be determined by the Client in accordance with the performance criteria determined in the Agreement. A progress payment report will be issued within one week by the end of preceeding month. Based on this report an invoice shall be issued by the Bidder and the payment shall be made within 30 (thirty) Days after the submission of the invoice to the Client.

8. Instruction for Financial Proposals

The Bidder will follow the undermentioned instructions while filling the Bidding Documents:

- (i) start of work (in accordance with the Agreement). The Services will be initiated after the commencement date (in accordance with the Agreement).
- (ii) The term of the Agreement shall be for a period of **10 (Ten)** months (including special holidays given in sub-clause iii hereafter) after the commencement date of the Agreement.
- (iii) Contractor shall be responsible to ensure services on special occasions such as Eid-ul Azha, Eid-ul Fitr, Eid Milad ul-Nabi, independence day, Ashura or any other special occasions at local level.
- (iv) **Contractor shall be bound to deploy 6 workers of his choice per Union Council and by no means the workers shall be the liability of the “Client”** in any matter which includes but not limited to the payments(salaries,benefits or arreareas), facilities or any other obligations arise out of this Contract. However; the contractor shall deploy 8 workers in two Union Councils declared as rating areas.
- (v) All the applicable labor laws including social security, group insurance, and EOBI etc. shall be applicable to the performance of the Services under the Agreement and shall be the responsibility of the Contractor.
- (vi) Pursuant to the laws of Pakistan, all payable taxes and duties required to be paid by the Bidder shall be included in the Bid Price including management cost,withholding tax/ income tax, sales tax, etc. as per the terms of the Agreement.
- (vii) For the avoidance of doubt, the Contractor shall not be entitled to any additional payments in its invoices on account of any direct or indirect taxes and duties. Notwithstanding the above, the Contractor’s invoices shall be adjusted solely on account of the difference between the rate of sales tax applicable on the Services on the signing date of the Agreement and the rate of sales tax applicable on the Services on the relevant date of the Contractor’s invoices; for the avoidance of doubt, the adjustment in the Contractor’s invoices on account of difference in sales tax as described above may be positive or negative.

Schedule of Prices - Summary of Bid Prices

Description	Total Amount (PKR) (Inclusive all taxes)
<i>Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).</i>	

DETAILED SCHEDULE OF PRICES

Description	No of total UCs in District	Quoted Rate of Janitorial Services of 6 Worker per UC /Month*	Quoted Rate of Accessories /Sanitation Gadgets as per Schedue B of Technical Specification(Part-III) per UC per Month	No. of months	Total Amount (2×3×5)+(2×4×5)
1	2	3	4	5	6
Janitorial <u>Services</u> [Sanitary Workers along with tools / accessories which includes printed duty jackets, wheel barrows, brooms, panji, kasi, bailchas, drain bamboos, and any other <u>necessary equipment</u>] equipment	44			10	
Sub-Total					
All Applicable Tax					
Grand Total (Summary) in PKR					

Note: Rates shall be fixed for the currency of the Agreement. The bidder may add the expected inflation in its bid value.

The Client shall make payment, within 30 days of the receipt of Service Provider's invoice

- i. *Contractor shall be bound to deploy 6 workers (Except the UCs declared as Rating Areas and list provided at Schedule A of Part-II. Contrcrator shall deploy 8 workers in UCs declared as rating area) per Union Council and by no means shall the workers be the liability of the "Client".
- ii. All the applicable labor laws including social security, group insurance, and EOBI etc. shall be applicable to the performance of the Services under the Agreement and shall be the responsibility of the Bidder.
- iii. Pursuant to the laws of Pakistan, all payable taxes and duties required to be paid by the Bidder are included in the Bid Price including management cost, withholding income tax, sales tax, etc. as per the terms of the Agreeeme

SCHEDULE H

Letter of Technical Proposal

[Bidder's Letterhead]

Date:

Invitation for Bid No.:

To:

With reference to the Bidding Documents dated [●] and issued by [●] (the “**Client**”) (the “**Bidding Documents**”).

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: [●] and [●]]¹ hereby declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including all addenda and schedules, issued in accordance with Instructions to Bidders (ITB);
- (b) We, including any subcontractors or suppliers for any part of the Agreement, do not have any conflict of interest in accordance with Clause 2.6 of the ITB;
- (c) We are not participating as a Bidder in more than the allowed number of Bids as per the Bidding Documents;
- (d) Our firm, its affiliates or subsidiaries, including any Sub-Contractors or suppliers for any part of the Agreement, has not been declared ineligible by the Client, the Government of Punjab, Pakistan or the Government of Pakistan under the Client’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (e) As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of drawn in your favour or made payable to you and valid for a period of 90 (ninety) days. We confirm that the Bid Security has been issued and maintained in Pakistan Rupees by a scheduled bank (as per the requirements of the State Bank of Pakistan) in Pakistan or a foreign bank outside Pakistan duly counter-guaranteed / confirmed by a scheduled bank (as per the State Bank of Pakistan requirements) in Pakistan;
- (f) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of 90 (Ninety) days from the date fixed for the Bid Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be

¹ Include if the Bidder is a JV.

accepted at any time before the expiration of that period (as such period may be extended in accordance with the Bidding Documents);

- (g) We agree to permit the Client or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Client;
- (h) We have reviewed and accepted the form of the Agreement as attached in Part II of the Bidding Documents and undertake to execute the same within the period specified in the Bidding Documents; and
- (i) We hereby declare that all the information and statements made in this Bid are true and accurate, and we accept that any misrepresentation contained in our Bid may lead to our disqualification and forfeiture of the Bid Security.

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of:

Date:

[Seal]

in the presence of:

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE I

Letter of Financial Proposal

[Bidder's Letterhead]

Date:

To:

With reference to the Bidding Documents dated [●] and issued by [●] (the “**Client**”) (the “**Bidding Documents**”).

We, the undersigned, [on behalf of ourselves and each of our joint venture partners being: [●] and [●]]² hereby declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including all addenda and schedules issued in accordance to the Instructions to Bidders (ITB);
- (b) The price of our Bid, excluding any discounts offered in item (c) below is the sum of [amount of bid in words and numbers];
- (c) The discounts offered and the methodology for their application are: [insert discounts and methodology for their application if any];
- (d) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of 90 (Ninety) days from the date fixed for the Bid Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period (as such period may be extended in accordance with the Bidding Documents);
- (e) If our Bid is accepted, we commit to submit a Performance Security and advance payment security in accordance with the requirements of the Bidding Documents and the Agreement;
- (f) We have reviewed and accepted the form of the Agreement as attached in the Bidding Documents and undertake to execute the same within the period specified in the Bidding Documents;
- (g) We understand that this Financial proposal, together with your written acceptance thereof included in your notification of award (through your Letter of Acceptance), shall constitute a binding contract between us, until the Agreement (as attached in the Bidding Documents) is executed;
- (h) We, including any subcontractors or suppliers for any part of the Agreement, do not have any conflict of interest in accordance with Clause 2.6 of the ITB;
- (i) We are not participating as a Bidder in more than the number of Bids as allowed by the Bidding Documents;
- (j) Our firm, its affiliates or subsidiaries, including any Sub-Contractors or suppliers for any part of the Agreement, has not been declared ineligible by the Client, the Government of

² Include if the Bidder is a JV.

Punjab, Pakistan or the Government of Pakistan under the Client's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

- (k) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Agreement: [●]
- (l) We understand that you are not bound to accept the lowest or any bid you may receive.
- (m) We do hereby declare that our Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Services.

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of:

Date:

[Seal]

in the presence of:

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

**SCHEDULE J
FORM OF BID SECURITY**

Bank Guarantee

Date: _____
Guarantee No: _____
Executed on: _____
Expiry Date: _____
(this “**Guarantee**”)

[By the Guarantor to the Client]

Name of Client with address (the “**Client**”):

Name of Guarantor (Bank) with address (the “**Guarantor**”):

Name of Bidder with address (the “**Bidder**”):

Guaranteed Amount (express in words and figures): [●]

Bid Reference No. _____ Date of Bid _____

1. The above premised, we the Guarantor hereby undertake irrevocably and unconditionally on demand to pay to the Client, without any notice, reference or recourse to the Bidder or to any other entity and without any recourse or reference to any document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of: [●] [●]/- ([●][●]) (the “**Guaranteed Amount**”) at sight and immediately, however not later than [●] business days from the date of receipt of the Client’s first written demand (the “**Demand**”) at the Guarantor’s offices located at [●] or through SWIFT instructions transmitted by the Client’s bank (i.e. [●]), on behalf of the Client, to the Guarantor. We acknowledge and agree that the Guaranteed Amount shall be revised by us upon receipt by us of a notice duly signed by the Client and the Bidder of the revised guaranteed amount.
2. Such Demand shall state:
 - (a) that the Bidder is in breach of its obligations towards the Client; and
 - (b) the total amounts demanded.
3. A Demand shall only be honoured by us: (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of the Client; or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the Client’s bank (i.e. [●]), on behalf of the Client.
4. We, the Guarantor, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your

Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed. Multiple Demands may be made by the Client under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

5. Such Demand must be received by us on or before the [●] (the “**Expiry Date**”), when this Guarantee shall expire and shall be returned to us, and in the event that the Client issues a Demand to us on or immediately prior to the Expiry Date, we shall honour that Demand.
6. We have been informed that the Client may require the Bidder to extend this Guarantee if a performance security guarantee has not been delivered by the Bidder to the Client prior to the Expiry Date. We undertake to immediately pay you the Guaranteed Amount upon receipt by us of your Demand in writing stating that such performance security has not been provided to you.
7. We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Client, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.
8. This Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Bidder’s constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.
9. All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.
10. If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.
11. We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the laws of Pakistan [and under the laws of the jurisdiction where this Guarantee is issued]³. Further, we hereby declare and

³ Insert if the Guarantee is issued outside Pakistan

confirm that the signatory(ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

12. This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

13. The issuance of this Guarantee is permitted according to the laws of Pakistan [and the laws of the jurisdiction where this Guarantee is issued]⁴.

For and on behalf of the Guarantor:

Name:
Designation:

Witness 1:

Witness 2:

Name:
Designation:

Name:
Designation:

⁴ Insert if the Guarantee is issued outside Pakistan

SCHEDULE K
FORM OF POWER OF ATTORNEY

POWER OF ATTORNEY
(On Stamp Paper of relevant value)⁵

Know all men by these presents, We {name of the company/ entity and address of the registered office} [on behalf of a joint venture comprising: [●], [●] and [●]]⁶ intend to submit a bid for the “**Procurement of Janitorial Services in 44 Rural Union Councils of District Council Jehlem**”(the “**Bid**”) and do hereby appoint and authorize Mr. {full name and residential address} (vide authorization by the board/approving body of the company/entity dated who is presently employed with us and holding the position of [●] as our attorney (the “**Attorney**”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **District Council Jehlem (the “Client”)** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Client (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Client in all matters in connection with our Bid.

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

Dated this _____ day of _____ 20__

For and on behalf of: _____

(Signature)

(Name, Designation and Address)

Accepted by the Attorney:

⁵ To be attested by a notary public.

⁶ Insert relevant details if the Bidder is a joint venture.

(Signature)

(Name, Title and Address of the Attorney)

Date:

Witness 1:.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

SCHEDULE L
FORM OF POWER OF ATTORNEY

POWER OF ATTORNEY

(On Stamp Paper of relevant value)⁷

Know all men by these presents, We: [(i) {name of the company/ entity and address of the registered office}; (ii) {name of the company/ entity and address of the registered office}; and (iii) {name of the company/ entity and address of the registered office}]⁸ intend to submit a bid for the “Procurement of Janitorial Services in 44 Rural Union Councils of District Council Jehlem ” as joint venture partners (the “**Joint Venture**”) (the “**Bid**”) and do hereby appoint and authorize {name of the company/ entity and address of the registered office} as our attorney on behalf of the Joint Venture (the “**Attorney**”), to do in the name of the Joint Venture and on its behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid in response to the above referred tenders invited by the **District Council Jehlem (the “Client”)** including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Client (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Client in all matters in connection with our Bid.

We hereby further authorize our Attorney to nominate and appoint a designated representative to undertake all the actions permitted by this Power of Attorney on our behalf.

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

Dated this ____ day of _____ 20__

[For and on behalf of: _____

(Signature)

(Name, Designation and Address)

For and on behalf of: _____

(Signature)

(Name, Designation and Address)

For and on behalf of: _____

⁷ To be attested by a notary public.

⁸ Fill as appropriate with respect to the number of JV Partners.

(Signature)
(Name, Designation and Address)]⁹

Accepted by the Attorney:

(Signature)
(Name and Address of the Attorney)
(Name and Designation of the signatory of the Attorney)

Date:

Witness 1:

.....

Name:

Address:

CNIC/Passport:

Witness 2:

.....

Name:

Address:

CNIC/Passport:

⁹ Fill as appropriate with respect to the number of JV Partners.

PART - II

DRAFT OF AGREEMENT

- i. Form of Agreement;
- ii. Conditions of Agreement;

AGREEMENT

For

**FOR THE PROVISION OF JANITORIAL
SERVICES IN DISTRICT COUNCIL JEHLEM**

By and Between

&

M/S

This Agreement consists of [●] pages

AGREEMENT FOR THE PROVISION OF JANITORIAL SERVICES

THIS AGREEMENT, along with Appendices A to D which constitute an integral part thereof (hereinafter referred to as the **Agreement**), is made and entered into on _____ by and between:

_____(hereinafter referred as "**Client**" which expression shall, where the context permits, include its successors in-interest and permitted assigns), of the first part;

&

_____, bearing NTN No..... and having _____ its _____ registered _____ office at.....(hereinafter referred to as the "**Service Provider**" which expression shall where the context permits include its successors-in-interest and permitted assigns), of the second part.

WHEREAS, the **Client** intends to hire the Contractor for the provision of Janitorial Services for 10 months and the **Service Provider** is willing to provide such services subject to and in accordance with the terms and conditions of this **Agreement**.

The Client and the Service Provider are hereinafter collectively referred to as the "Parties"

NOW, THEREFORE, based upon the principles of the mutual interest, the Parties agree are as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

In this Agreement (including the recitals), the following words and expressions shall have the meanings assigned to them, except where the context requires otherwise:

1.1. DEFINITIONS

- 1.1.1. **"Agreement"** means this Agreement for provision of janitorial services for 10 months.
- 1.1.2. **"Client"** means the person named in the Agreement and the legal successors in title to this person and permitted assignees.
- 1.1.3. **"Commencement Date"** means the date referred to in Article 6.
- 1.1.4. **"Day and Month"** means a calendar day and month.
- 1.1.5. **"Contract Period"** means [10 months], being the time period for the Services (unless extended by the Client in accordance with the provisions of this Agreement), calculated from the Commencement Date.
- 1.1.6. **"Cost"** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, supported by verifiable documentary evidence.
- 1.1.7. **"Payment(s)"** means the payments made to the Contractor by the Client pursuant to the terms and conditions of this Agreement.
- 1.1.8. **"Applicable Law(s)"** means any common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or any other governmental direction having the force of law and any form or decision of or determination by or interpretation of any of the foregoing by any competent authority or governmental body or department, now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable to any of the Parties or this Agreement.
- 1.1.9. **"Arbitration Notice"** means a notice of intention to submit a dispute to arbitration under the terms of Clause 14.3.
- 1.1.10. **"Force Majeure"** means an event or circumstance which makes performance of a Party's obligations impracticable and which is beyond that Party's reasonable control.
- 1.1.11. **"Form of Bid"** means collectively, the Letter of Technical Proposal (as defined in the Bidding Documents) and the Letter of Financial Proposal (as defined in the Request for Proposals Documents).
- 1.1.12. **"Letter of Acceptance"** means the letter through which the Client will notify the successful Bidder in writing that its proposals has been accepted.
- 1.1.13. **"Performance Security"** means the performance security to be issued by the Contractor in favour of the Client in accordance with the requirements of the Request for Proposal and PPRA Rules, 2014.
- 1.1.14. **"Variation Order"** means an alteration to the scope of Services in the form of an addition, substitution or omission there-from, as instructed by the Client.
- 1.1.15. **"Work Order"** means the certificate duly issued by the Client.

1.2. INTERPRETATIONS

1.2.1. The following rules shall be applied in the interpretation of the provisions of this Agreement:

- (a) Words importing the singular shall include the plural or vice versa;
- (b) The headings and sub-headings in this Agreement are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained;
- (c) Save where the contrary is indicated, any reference in this Agreement to:
 - i. any Party shall be construed so as to include their respective legal heirs, successors and assigns from time to time;
 - ii. an Article, Section, Clause, Annexure or Schedule shall be construed as a reference to an article, section, clause, annexure or schedule to this Agreement;
 - iii. a statute, enactment or order shall be construed as a reference to such statute, enactment or order as the same may have been, or may from time to time be, amended or re-enacted and all subsidiary legislation and other instrument made under or deriving validity there from;
 - iv. a Schedule and Annexure to this Agreement shall be an integral part of this Agreement;
 - v. A time of day shall be construed as a reference to Pakistan Standard Time;
 - vi. A calendar day shall be construed as a reference to a day on the Gregorian calendar; and
 - vii. A business day shall be construed as a reference to a day on the Gregorian calendar when banks are open for business in Pakistan.
- (d) Time is of the essence in the performance of this Agreement.
- (e) The use of the words “include”, “includes” and “including” shall not be construed as, nor shall they have the effect of, limiting the generality of the preceding words to which they are related.

ARTICLE 2: GENERAL PROVISIONS

2.1. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Contractors shall be deemed to form and be read and construed as part of this Agreement:

- a) This Agreement;
- b) Letter of Acceptance/ Work Order; ;
- c) The completed Form of Bid; and
- d) The completed Schedules to Bid including Schedule of Prices; and
- e) Bidding Documents

2.2. In consideration of the Payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby undertakes and covenants with

the Client to execute and complete the Services and remedy defects therein in conformity and in all respects within the provisions of the Agreement.

- 2.3. If any provision in this Agreement or part thereof is valid, invalid or unenforceable under any Applicable Law, the remaining provisions of the Agreement shall remain in effect and bind the Parties; however, the Parties shall negotiate in good faith to amend the Agreement to give effect to intent of any void, invalid or unenforceable provision, if permissible under the Applicable Law(s).
- 2.4. The Contractor may not assign its respective rights or obligations under this Agreement without the prior written consent of the Client. Notwithstanding the above, this Agreement (including the rights and/or obligations of the Client hereunder) may be assigned by the Client without prior consent of the Contractor where the Client assigns this Agreement in whole or in part to: (i) any successor of the Client; (ii) a person or entity acquiring all or substantially all of the Project; or (iii) any purchaser of the Project.
- 2.5. It is understood and agreed that any delay, waiver or omission by the Client or Contractor with respect to enforcement of required performance by the other under this Agreement shall not be constructed to be waiver by Client or Contractor of any subsequent breach or default of the same or other required performance on the part of the Client or Contractor.

ARTICLE 3: INFORMATION OF THE PARTIES

3.1. THE CLIENT'S AND CONTRACTOR'S INFORMATION

3.1.1. The information of the "**Client**" is as under:

- a) Name:
- b) Address:
- c) Telephone
- d) Fax Number;
- e) Electronic Mail Address (if any):

3.1.2. The information of the "Service Provider" is as under :

- a) Full Name:
- b) Notification Address:
- c) Telephone Number:
- d) Notification Fax Number:
- e) Notification Electronic Mail Address (if any):

3.2. NOTICES

- 3.2.1. Except as may otherwise be expressly provided herein, all approvals, requests, reports, notices, communications or other materials or information required or permitted to be made or given by a Party to the other Party hereunder shall be deemed to have been given or made only if the same is reduced to writing and delivered, either personally, by facsimile, by email or by means of registered or certified mail, postage prepaid, to other Party at their respective addresses.
- 3.2.2. For all purposes of this Agreement, any such approval, request, report, notice, communication or other material or information which is delivered by certified mail, return receipt requested, in accordance with this Clause shall be deemed to have been delivered when signed by recipient, or if delivered by facsimile shall be deemed to be delivered as of the next business day following the date of transmission that is confirmed by a facsimile transmission report; or if delivered by email, shall be deemed to be delivered on receipt of a delivery message confirming receipt by the other Party.
- 3.2.3. Any change in the address information shall be communicated by to the other Party in writing and shall be effective 10 (ten) days after receipt of such notification of change of address.

ARTICLE 4: THE PROJECT

- 4.1. The Assignment for which services are required to be performed under this agreement is described in **Part-III of the Bidding Documents**.

ARTICLE 5: SCOPE OF SERVICES

- 5.1. The scope of required services (hereinafter referred to a "Services") to be performed by the Service Provider for this Agreement is described in **Part-III of the Bidding Documents**.

ARTICLE 6: TIME SCHEDULE

- 6.1. **Effective Date of Commencement:** Effective Date of Commencement of services shall be as defined in **Part-III of the Bidding Documents**.

- 6.2. Time schedule of services:** The time schedule of services is provided in the **Schedule –A** of this Agreement..
- 6.3. Extension of Time:** Extension of Time for providing the Services and the terms and conditions thereof shall be mutually agreed between the Client and the Services Provider.

ARTICLE 7: MODE OF OPERATIONS

7.1. OBLIGATIONS OF THE SERVICES PROVIDER

- 7.1.1.** The Service Provider shall perform services as an independent service provider in accordance with the recognized professional standards, applicable laws and rules there under.
- 7.1.2.** The Service Provider shall appoint a dedicated Manager or through his named in **Schedule- B** of this Agreement, who shall represent the Service Provider for the purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of services thereunder. The aforementioned Manager shall remain in contact with the representative of the client to keep him well informed on all matters relating to the provision of services by the service company.
- 7.1.3.** The Service Provider shall carry out the services with due diligence, care and efficiency, and in conformity with standard professional practices.
- 7.1.4.** The Service Provider shall ensure the adherence and full compliance to the terms and conditions of this agreement and Appendices attached herewith.
- 7.1.5.** The Service Provider shall act all times so as to protect the interests of the client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and professional practices.
- 7.1.6.** The Service Provider shall furnish the client such information relating to the services as the client may from time to time reasonably require.
- 7.1.7.** Except with the prior written approval of the client, the Service Provider shall not further assign or transfer or outsource the Agreement for Services or any part thereof nor engage any other independent Service Provider
- 7.1.8.** The Service Provider agrees that no proprietary and confidential information received by the serviced company from the client shall be disclosed to a third party unless the Service Provider receives a written permission/approval from the Client to do so.
- 7.1.9.** The Service Providers shall be bound to provide workers as per the requirement of the Client.
- 7.1.10.** The Service Provider shall ensure the provision of janitorial services as per the Agreed KPIs given in Part-III of the technical specifications document. In case of failure to do so 10 % (ten percent) of the monthly invoice shall be deducted.

7.2. OBLIGATIONS OF THE CLIENT

The Client shall provide:

- 7.2.1. All necessary data/documents/reports, listed in **Part-III of the bidding Documents**, that may be required by the Service Provider for performing the services within the Time Schedule given in **Schedule- A**.
- 7.2.2. The Client shall designate a person named in **Schedule- B** of this Agreement to cooperate with the service provider or his representative.

ARTICLE 8: SCHEDULE OF PAYMENT

- 8.1. The mode of payment shall be as described in the attached **Schedule-C**.

ARTICLE 9: ADDITIONAL SERVICES

- 9.1. The Client may ask the Service Provider to perform additional services during the currency of this agreement. Such additional services shall be performed with the prior concurrence of both the parties. The Service Provider shall submit an estimate of the additional time (if any) and the additional remunerations for such additional services which shall be approved in writing by the client before the commencement of the additional services.

ARTICLE 10: EXPIRATION AND/OR TERMINATION

- 10.1. **End of services:** The agreement shall terminate when, pursuant to the provisions hereof, the services have been completed and all the payments have been made.
- 10.2. **Termination by the Client on Non- Performance:** The Client may terminate the Agreement at any time without giving prior notice to Service Provider. All accounts between the client and the Service Provider shall be settled not later than thirty (30) days of the date of such termination.
- 10.3. **Termination by the Service Provider:** The Service Provider may suspend the Agreement by a written notice of thirty (30) days only if the Service Provider does not receive payments due under this Agreement within forty five (45) days of certification of its invoice. If the payment is still not made to the Service Provider after forty five (45) days of notice of suspension, the Service Provider may terminate this agreement in whole or in part by giving fifteen (15) days' notice of intent to terminate. If the agreement is terminated by the Service Provider under such circumstances, the client shall pay, within a period of thirty (30) days from the date of effect of such noticed of intent to terminate as referred above, all payments due to the Service Company.

ARTICLE 11: FORCE MAJEURE

- 11.1. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earth quakes, storm, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within

the control of either Party and which by the exercise of due diligence either Party is unable to overcome.

- 11.2.** If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include inability to perform due to lack of skills expertise, insufficiency of funds or failure to make any payment required under the agreement.

ARTICLE 12: LANGUAGE

- 12.1** All Communications related to the Agreement shall be in the English language.

ARTICLE 13: APPLICABLE LAWS AND TAXATION

- 13.1.** This Agreement is made in, and shall be governed by and constructed in accordance with the laws of the Islamic Republic of Pakistan.
- 13.2.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to it. Failure to comply shall render the relevant invoices invalid. The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the services required for performance of the Contract are includes all kind of taxes and duties

ARTICLE 14: RESOLUTION OF DISPUTES

- 14.1.** If any dispute or difference of any kind (a “**Dispute**”) arises between Client and Service Provider in connection with, or arising out of, this Agreement, the Client and Contractor within 30 (thirty) days shall attempt to settle such dispute in the first instance through discussions. The designated representatives of Client and Contractor shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve such Dispute within 5 (five) calendar days, the Dispute shall be referred within 2 (two) calendar days thereafter to the responsible senior management of each Party for resolution. Neither Party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least 5 (five) business days to resolve the Dispute following referral of the Dispute to them in accordance with this Clause. Following such 5 (five) business days period, either Party may proceed in accordance with Clause 14.2 below.
- 14.2.** If any such Dispute, controversy or claim remains unresolved pursuant to Clause 14.1 above, either Party may by further written notice require that the matter be referred to an independent expert for an opinion. Such opinion shall be provided to the Parties as soon as possible. The Parties each agree to provide good faith

consideration to any such opinion as a basis for resolving the matter. Such independent expert shall be mutually agreed upon by the Parties acting reasonably and in good faith, based on that expert's expertise and experience within the particular field in which the Dispute has arisen. The cost of obtaining such expert opinion shall be borne equally by the Parties, unless the matter proceeds to arbitration pursuant to Clause 14.3 of this Agreement.

- 14.3.** If the Parties are unable to resolve the Dispute using the procedure described in Clauses 14.1 and 14.2, then either Party may deliver notice to the other Party of its intent to submit the dispute to arbitration ("**Arbitration Notice**"). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.
- 14.4.** A Dispute which is the subject of an Arbitration Notice shall be finally settled as per the provisions of the Pakistan Arbitration Act 1940 (Act No. X of 1940) and the rules made there under (as such act or rules may be amended or re-enacted....., Pakistan and in the language referred to in Article 12 heretofore.

ARTICLE 15: NO THIRD-PARTY BENEFICIARIES

- 15.1.** *This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement is not subject to the consent of any third party.*

ARTICLE 16: NO WAVIER

- 16.1.** It is understood and agreed that any delay, waiver or omission by Client or Service provider with respect to enforcement of required performance by the other under this Agreement shall not be constructed to be waiver by Client or Service Provider of any subsequent breach or default of the same or other required performance on the part of the Client or Service Provider.

ARTICLE 17: AMENDMENT

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

ARTICLE 18: INDEMNIFICATION

- 18.1.** The Service Provider shall buy the insurance cover to fully indemnify the client from any of the claims, losses, damages and accident casualty taken place by the workers provided by the Service Provider during the performance of their duty. The provision of this indemnification is solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.
- 18.2.** In witness whereof, the Parties have executed this agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

ARTICLE 19: SIGNING OF THE AGREEMENT

This Agreement is composed of 19 (Nineteen) Articles, after being thoroughly read and understood, is signed in one copy by the Client and the Service Provider on/...../...../. The Client, upon request of the Service Provider, shall provide the Service Provider with a copy of this Agreement certified by the Client as a true copy of the original.

AS CLIENT

For and on behalf of M/S, through its authorized signatory (ies). Name: [●] Designation: [●] in the presence of: signature of Witnesses 1- Name: Address: CNIC/Passport No: 2- Name: Address: CNIC/Passport No:	}	Signature Signatures
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AS SERVICE PROVIDER

<u>For and on behalf of [●], through its authorized signatory (ies).</u> <u>Name: [●]</u> <u>Designation: [●]</u> <u>in the presence of:</u> <u>signature of Witnesses</u> 1- <u> Name:</u> <u> Address:</u> <u> CNIC /Passport No:</u> 2- <u> Name:</u> <u> Address:</u> <u> CNIC /Passport No:</u>	}	<u>Signature</u> <u>Signatures</u>
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SCHEDULE-A

TIME SCHEDULE

B-1 EFFECTIVE DATE OF COMMENCEMENT OF SERVICES

Effective date shall be the date of signing of this Agreement.

B-2 TIME SCHEDULE OF SERVICES

Time period for the continuation of services is 10(ten) months which is renewable and extendable with mutual consent of the parties.

SCHEDULE-B

SPECIAL CONDITIONS

D-1 PROJECT MANAGER (Refer Clause 7.2.2)

.....

D-2 REPRESENTATIVE OF THE CLIENT (Refer Clause 7.1.2)

Chief Officer /or any one nominated by him.

D-3 FACILITIES

The Client shall provide the Service Provider:

- Access to all data, documents and materials relevant to the study
- Assistance to Service Provider in other matters relating to engagement.

D-4 VENUE OF ARBITRATION (Refer Article 14)
Concerned, Pakistan

SCHEDULE-C SCHEDULE OF PAYMENT

Description	No of total UCs in district	Quoted Rate of Janitorial Services through 6 Worker per UC /Month*	Quoted Rate of Accessories /Sanitation Gadgets as per Schedue B of Technical Specification(Part-III) per UC per Month	No. of months	Total Amount (2×3×5)+(2×4×5)
1	2	3	4	5	6
Janitorial <u>Services</u> [Sanitary Workers along with tools / accessories which includes printed duty jackets, wheel barrows, brooms, panji, kasi, bailchas, drain bamboos, and any other <u>necessary equipment</u>] equipment	44			10	
Sub-Total					
All Applicable Tax					
Grand Total (Summary) in PKR					

Note: Rates shall be fixed for the currency of the Agreement. The bidder may add the expected inflation in its bid value.

The Client shall make payment, within 30 days of the receipt of Service Provider's invoice

- iv. Contractor shall be bound to deploy 6 workers (Except the UCs declared as Rating Areas and list provided at Schedule A of Part-II. Contrcator shall deploy 8 workers in UCs declared as rating area) per Union Council and by no means shall the workers be the liability of the "Client".
- v. All the applicable labor laws including social security, group insurance, and EOBI etc. shall be applicable to the performance of the Services under the Agreement and shall be the responsibility of the Bidder.
- vi. Pursuant to the laws of Pakistan, all payable taxes and duties required to be paid by the Bidder are included in the Bid Price including management cost, withholding income tax, sales tax, etc. as per the terms of the Agreemen.

SCHEDULE-D

FORM OF PERFORMANCE BANK SECURITY

Bank Guarantee

Date: _____
Guarantee No: _____
Executed on: _____
Expiry Date: _____
(this “**Guarantee**”)

[By the Guarantor to the Client]

Name of Client with address (the “**Client**”):

Name of Guarantor (Bank) with address (the “**Guarantor**”):

Name of Contractor with address: [●] (the “**Contractor**”):

Guaranteed Amount (express in words and figures): [●]

Agreement Name, Reference No. and Date _____ (the
“**Agreement**”)

14. The above premised, we the Guarantor, understand that the Client and the Contractor have entered into the Agreement and that this Guarantee is required to be issued in favour of the Client in accordance with the terms of the Agreement.
15. The above premised, we the Guarantor hereby undertake irrevocably and unconditionally on demand to pay to the Client, without any notice, reference or recourse to the Contractor or to any other entity and without any recourse or reference to any document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of: [●] [●]/- ([●][●]) (the “**Guaranteed Amount**”) at sight and immediately, however not later than [●] business days from the date of receipt of the Client’s first written demand (the “**Demand**”) at the Guarantor’s offices located at [●] or through SWIFT instructions transmitted by the Client’s bank (i.e. [●]), on behalf of the Client, to the Guarantor. We acknowledge and agree that the Guaranteed Amount shall be revised by us upon receipt by us of a notice duly signed by the Client and the Contractor of the revised guaranteed amount.
16. Such Demand shall state:
- (c) that the Contractor is in breach of its obligations towards the Client; and

(d) the total amounts demanded.

17. A Demand shall only be honoured by us: (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of the Client; or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the Client's bank (i.e. [●]), on behalf of the Client.
18. We, the Guarantor, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed. Multiple Demands may be made by the Client under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.
19. Such Demand must be received by us on or before the [●] (the "**Expiry Date**"), when this Guarantee shall expire and shall be returned to us, and in the event that the Client issues a Demand to us on or immediately prior to the Expiry Date, we shall honour that Demand.
20. We have been informed that the Client may require the Contractor to extend this Guarantee in accordance with the Agreement. We undertake to immediately pay you the Guaranteed Amount upon receipt by us of your Demand in writing stating that such extension has not been made by the Contractor in accordance with the Agreement. The Guarantor acknowledges and agrees that the Expiry Date may be extended from time to time upon receipt by the Guarantor of a written notice from the Contractor, however, at no time whatsoever shall the term of this Guarantee expire before the then stated Expiry Date.
21. We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by the Client, the Contractor or any other entity of any document, agreement, instrument or deed (including the Agreement) shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.
22. This Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Contractor's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.
23. All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.
24. If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or

unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

25. We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the laws of Pakistan [and under the laws of the jurisdiction where this Guarantee is issued]¹⁰. Further, we hereby declare and confirm that the signatory (ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

26. This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

27. The issuance of this Guarantee is permitted according to the laws of Pakistan [and the laws of the jurisdiction where this Guarantee is issued]¹¹.

For and on behalf of the Guarantor:

Name:
Designation:

Witness 1:

Witness 2:

Name:
Designation:

Name:
Designation:

¹⁰ Insert if the Guarantee is issued outside Pakistan

¹¹ Insert if the Guarantee is issued outside Pakistan

TECHNICAL SPECIFICATIONS/TERMS OF REFERENCE

1. INTRODUCTION TO KPSPDP

When economies go after indiscriminate market-based growth and the people go after a consumerist culture, the apparent side effect is ‘unmanageable waste generation’. There was a time that this was considered as a phenomenon of the west; and later of the cities of the fast emerging economies; and currently it is everywhere including the villages. The villages in general and those on the periphery of cities and towns in particular are at the frontline as far as indiscriminate and unmanageable waste collection and transportation is concerned.

Solid and Liquid Waste Management is one of the key components of “Rural Sanitation and Solid Waste Management Program” launched with the objective of bringing improvement in cleanliness, hygiene and the general quality of life in rural areas. In rural areas, examples of solid waste include wastes from kitchens, gardens, cattle sheds, agriculture, and materials such as metal, paper, plastic, cloth, and so on. They are organic and inorganic materials with no remaining economic value to the owner produced by homes, commercial and industrial establishments. Despite the fact that there are many policies being formulated for protection of environment from solid waste but these policies are only implemented in cities. In rural areas mostly open dumping is done. But as rural population is also expanding in size, it has become inevitable that a proper waste management system is also extended to villages.

Government of Punjab has established Waste Management Companies (WMCs) in 7 large cities of the Punjab to serve in the Urban Areas. Solid Waste Management services delivery in these cities have considerably been improved over the last few years. However, small and medium sized cities are still performing at 40-60% efficiency due to archaic model of SWM and deficiency of professionals SWM engineers to properly plan and manage the SWM on modern grounds. Waste being collected by the municipal corporations/committees is being relocated and dumped in outskirts of the cities usually along main road, along railway tracks, canals and trenches located in vicinity of the cities. This implies the dirty look of the cities as well as public and environmental hazards due to open dumping of the waste. Furthermore, Collection of solid waste is usually confined to the city centers and high income neighborhoods, and even there the service is usually irregular. The urban poor - often residing in informal settlements with little or no access to solid waste collection and often in areas that are contiguous with open dumps - are particularly vulnerable.

“Sanitation and street cleaning’ is one of the basic functions of LGs and they should make arrangements for attending to it. The concern is that at the end of the day, all the garbage falls on the lap of the Local Governments to clean it up. The Government Punjab as well as many Local governments are looking to come up with a working system to manage solid waste in

rural areas.

Recently, Government of the Punjab has proposed a program for rural Punjab entitled “Khadim-e-Punjab Saaf Dehaat Program” to uplift the dilapidated situation of waste management and sanitation in villages. The scope of the programme is as follows:

- a) Cleaning and de-silting of drains in streets of Villages
- b) Sweeping and cleaning of streets of villages
- c) Lifting of solid waste / heaps of garbage from the streets in the Villages and depositing at the designated points in villages called “Waste Collection Points (WCPs)”
- d) Lifting waste from WCPs, transportation and dumping off solid waste to the designated dumping sites

The specific objectives of proposed project is to develop the municipal solid waste collection, transportation and disposal system from villages in each UC. The general objectives of this project are:

- Improvement of sanitation situation in line with the sustainable development goals
- Improving public health conditions through minimizing the negative impacts associated with inappropriate waste management practices in rural areas
- Reducing environmental impacts with appropriate management of rural solid waste through selecting best suitable technology for collection, transportation and disposal;
- Enhance community relation by demonstrating a commitment to environment protection; and
- Involvement of private sector in primary and secondary waste transportation

The objective of the program are in line with Sectoral objectives of Local Government & Community Development Department. Sanitation and street cleaning is one of the basic functions of LGs and they will make arrangements for handling it. The Government Punjab as well as many Local governments are looking to come up with a working system to improve sanitation of rural areas of the province. The project is expected to be implemented in 3218 Rural Union Councils including 40 Union Councils of Urban Characteristics of Punjab covering approx. 26,000 Rural Settlements with major focus on settlements with population greater than 1,000 population.

The project has been proposed for the improvement/introduction of sanitation system in the rural areas. Such an investment has never been started before. Previously, all projects were initiated in urban localities. Due to need based activities the probability of the project sustainability is very high. Till today, a very good response has been received from local management of District Councils.

Solid Waste Management (hereinafter referred to as “SWM”) has become a serious problem in Punjab due to lack of resources, institutional weaknesses and lack of civic sense towards solid waste disposal. The average solid waste collection efficiency in Punjab is only around 50% in cities and non-existent in rural areas of Punjab, causing spread of multiple diseases

such as diarrhea and dengue fever. Whatever quantity of waste collected is, normally seen as waste dumped in open areas along the roadside, canal bank and low lying areas. Soil contamination is affecting the quality of groundwater from shallow depth. Un-collected waste is illegally piled on sidewalks, in open spaces, sewer lines, or even in canals, and blockage of wastewater flow in the sewers are seen, causing additional problem by the local government. The relationship between solid waste management and diseases has been well known broadly from the public health point of view.

Approximately 70 million people are residing in rural areas of Punjab generating approximately 20,000 tons per day of municipal waste. So far rural Punjab has been neglected and no formal system of SWM ever existed. This waste ends up in drains, canals, agriculture land or remain there in the form of heaps inside and in vicinity of every village. Formal waste management system had never existed in Rural areas of the Punjab, even 182 small to intermediate cities does not have engineered and properly managed solid waste management system and 40-50% of the generated waste; collected through limited resources end up along the main roads and freshwater bodies. This gives a bad look of the cities and villages.

In rural areas broadly two types of waste is generated and it is classified as organic Waste (Cow dung + Agriculture Waste) and inorganic waste (daily household waste). The Organic waste will not be handled under KPSDP, however it will be segregated and utilized by local residents. While Inorganic waste (Municipal Waste) will be managed under KPSDP.

The project will enable LGs to start delivering their basic function of providing sanitation services as per the Local Government Act 2013. Broadly project has been divided into 3 Components:

Basic Functions: Providing LGs with resources for execution of services related to i) waste collection from households/streets ii) manual sweeping in streets iii) drains cleaning and de-silting. Important design parameters under component -1 are as under

Component/ Function	Design Basis
i) Sanitary Workers	Design Basis – Services of sanitary workers worker along with all necessary sanitation gadgets will be rend from the 3 rd party through competitive bidding process under Punjab Procurement Rules and Local Government Contract Rules 2013. – – District Councils will Janitorial services contractors for provisions of basic functions with an average deployment of 6-8 workers per UCs and will be deployed on the basis of population of Union Councils and quantum of work. Management of Workers will be the responsibility of the Contractor and Union Councils will have no liability of the
ii) Sanitation Gadgets	
iii) Drains Cleaning	
iv) Lifting of silt removed from drains	

Component/ Function	Design Basis
	workers. Chairman UCs will only be responsible to monitor the services of the contractor as per the KPIs defined in the contract Agreement. – Sanitary workers through any possible means devised by the contractor shall transfer the collected waste from streets and shall remove silt from drains to designated points which may be called as “ Waste Collection Point” – Chairman District Council through its authorize officer will sign the Contract Agreement.
v)Waste Segregation and management of the Cow Dung	Household will be responsible to segregate the domestic waste from the animal dung at household level and will be responsible for handling and management of the cow dung at their own. Union councils through designated sanitary workers will only be responsible for collection and safe disposal of domestic waste.
Temporary Waste Storage	Temporary ‘Waste Collection Points’ will be established each catering for minimum 200 Households.

2. Scope of Services

2.1. Scope of services and terms and conditions of the services are as follows:

- Sweeping and cleaning of streets of villages
- Collection of solid waste / heaps of garbage from the village and carrying it to a dumping designated place .
 - The Client shall be responsible to designate waste collection points (WCPs) in each village and will deploy an information board with SOPs written in Urdu language for the guidance of the villagers/ sanitary workers.
 - The contractor shall make sure that the waste is not scattered around the WCPs. The Contractor shall properly maintain the WCPs.
 - The Contractor shall be responsible to put lime(choona) around the WCPs and clean the information board deployed at WCPs at least once in a week.
 - Union Councils will remove the waste from the WCPs at least once in a week.

- De-silting/cleaning of drains of villages to ensure that there shall be no overflowing/choked drain in the village. Even if no overflowing/choking drains will be desilted atleast once in a week

2.2. Other terms and conditions under the Agreement will be as follows:

- i. Contractor shall be bound to deploy 6 workers of his choice per Union Council and by no means the workers shall be the liability of the “Client” in any matter which includes but not limited to the payments(salaries,benefits or arreareas), facilities or any other obligations arise out of this Contract. However; the contractor shall deploy 8 workers in **two (2)** Union Councils declared as rating areas. Name and number of the union council falling in rating areas are given in **Schedule-A**
- ii. The Contractor shall manage to equip its sanitary workers with duty jackets, wheel barrows, brooms, panji, kasi, bailchas, drain bamboos, and any other equipment. Technical specification of all gadgets are provided at **Schedule B** to this Part of the Bidding Documents.
- iii. The Contractor shall submit the daily attendance to the Union Council Administration on format mutually agreed by the Parties.
- iv. The Contractor shall be responsible to pay its employees prevailing minimum wage notified by the government of the Punjab;
- v. All the applicable labor laws including social security, group insurance, and EOBI etc. shall be applicable to the performance of the Services under the Agreement and shall be the responsibility of the Contractor
- vi. **The Contractor shall submit the UC Plan for the approval of the Client or through its representative at the UC level and will come into enforcement immediately after the approval of the Client. UC plan shall contain following minimum information:**
 - No of Villages in the concerned UC
 - Plan of services delivery
 - Name and contact numbers of the Contractor employees
 - No of sanitation gadgets deployed/provided per UC
- vii. Contractor shall be responsible to provide the sanitation gadgets and uniforms to its sanitary workers as per the frequency stipulated under **Annexure –B** to this Document.
- viii. Contractor shall be responsible for health and safety of the workers as per the applicable labor laws and Client shall have no liability towards personnel damages (physical, financial, mental) of the sanitary workers.

2.3. Penalties

- The Contractor shall ensure the required attendance of its sanitary workers in the field and report to the Client on a daily basis.
- The Contractor shall ensure the following minimum:
 - No waste piling in villages except at the notified “Waste Collection Points”
 - No, overflowing /choked drain(s) in the village;
 - Waste Collection Points are properly maintained
 - Information boards are properly maintained

KPIs provided at **Schedule –C** to this part of the Bidding Document. In case of non-compliance penalties will be imposed as per the schedule given in Schedule-B and will be deducted from the contractor’s monthly invoices.

SCHEDULE- A

UNION COUNCILS DECLARED AS RATING AREAS

#	Total Number of UCs under Rating Areas	Details of the Union Councils
	1	UC 24 Kaleke Mandi

In above given union Councils, Contractor shall deploye 8 workers with all janitorial gadegts and uniforms as per the specifications provided to meet the minimum KPIs of services delivery.

SCHEDULE- B

TECHNICAL SPECIFICATIONS

Sr.No.	Description	Provision Frequency	Specification	
1	Printed duty Jacket	Twice in Ten Months (During Tender Time period)	Type	Sleeveless
			Fabric	Polyester with visible yellow color
			Reflective tape	High visible orange color
			Size	Free size
2	Broom	Twice a Month	Material	Coconut sticks
			Size	36" long & 3" thick
3	Bamboo	Twice in Ten Months (During Tender Time period)	Length	15-feet
			External Diameter	2" – 3" (Start to End)
4	Panji	Twice in Ten Months (During Tender Time period)	Weight	2-kg with handle
			Size	#13
5	Kassi (Flat)	Twice in Ten Months (During Tender Time period)	Weight	2-kg with handle
			Size:	#13
6	Belcha (Spaider)	Twice in Ten Months (During Tender Time period)	Weight	2-kg with handle
			Size	#7
7	Wheel Barrow		Sheet (GI)	14-guage
			Tyre (6-ply)	3.50.08
			Rim Size	Double whip
			Rim diameter	8"

Sr.No.	Description	Provision Frequency	Specification	
			Frame paint	2-coats enamel with red oxide base
			Hand pipe dia	1½"
			Approximate Weight	30-kg
8	Kassi Nokdar	Twice in Ten Months (During Tender Time period)	Weight	2-kg
			Dia of Wooden Handle	2.5"
10	Phorian	Twice in Ten Months (During Tender Time period)	Weight	1.50-kg
			Dia of Wooden Handle	5'
11	Khurpa	Twice in Ten Months (During Tender Time period)	Weight	1-kg
			Dia of Wooden Handle	2.5"
12	Basket (Tokri) Mulberry	Twice in Ten Months (During Tender Time period)		

SCHEDULE- C

Key Performance Indicator and Penalties

Sr. No.	Service Nature	Minimum Service Level	Monitoring Frequency	Measuring/ Monitoring Procedures	Minimum Acceptable Level and Penalty
1	Provision of Daily attendance of Workers	The Contractor shall mark and provide the daily attendance of workers deployed in the field	As per the plan submitted by Contractor and Approved by the Client	Client or through its representative shall receive the attendance of the Contractor workers on daily basis.	Failure to meet the KPI shall result in penalization of the Contractor @ PKR 500 / /occurrence
2	Attendance /Presence of Workers	The Contractor shall ensure at least 70% attendance of workers daily in the field	As per the plan submitted by Contractor and Approved by the Client	Client shall monitor through field monitoring through its employees / representative on daily basis.	Failure to meet the KPI shall result in penalization of the Contractor @ PKR 1000 / /worker
3	Provision of Uniform/ Jacket	The Contractor shall provide Jackets (approved design) to all workers as defined in Tech. Specifications	As per the plan submitted by Contractor and Approved by the UC	Client shall monitor through field monitoring through its employees / representative on daily basis.	If worker found working without proper uniform, the contractor shall be penalized @ PKR 1000 / worker
4	Provision of Equipments (Broom, Wheel barrow, Kassi, Bamboo, Panji, Khurpa, Basket, Phoriyan, , Belcha)	The Contractor shall provide equipment to all workers (26 days every month) as defined in Tech. Specifications	As per the plan submitted by Contractor and Approved by the UC	Client shall monitor through field monitoring through its employees / representative on daily basis.	If worker found working without any of listed equipment contractor shall be penalized @ PKR 500 / /worker/equipment

Sr. No.	Service Nature	Minimum Service Level	Monitoring Frequency	Measuring/ Monitoring Procedures	Minimum Acceptable Level and Penalty
5	Manual Sweeping	The Contractor shall at least once in a week ensure the manual sweeping of the area	As per the plan submitted by Contractor and Approved by the UC	Client shall monitor through field monitoring through its employees / representative on daily basis.	Failure to meet the KPI shall result in penalization of the Contractor @ PKR 1000 /occurrence
5	De-silting of Drains	The Contractor shall at least once in a week ensure the de-silting of drains	As per the plan submitted by Contractor and Approved by the UC	Client shall monitor through field monitoring through its employees / representative on daily basis.	Failure to meet the KPI shall result in penalization of the Contractor @ PKR 1000 /occurrence
6	Lifting/Removal of Waste and de-silted material from streets and drains to Designated Waste Collection Points	The Contractor shall at least once in a week ensure that no heaps of waste left in streets.	As per the schedule agreed by the UC/	Client shall monitor through field monitoring through its employees / representative on daily basis.	Failure to meet the KPI shall result in penalization of the Contractor @ PKR 1000 /occurrence