

**Biding Document
For
Collection & Disposal of Animal
Slaughtering waste/Misc. garbage Services**

Doc No: PAMCO/PRO/2020-21/0006

**Punjab Agriculture & Meat Company
(PAMCO)**



Tender Notice

Collection & Disposal of Animal Slaughtering waste/Misc. garbage

Punjab Agriculture & Meat Company (PAMCO) is a non-profit Organization established under Section 42 of the Companies Ordinance, 1984. PAMCO has established a state of the art abattoir at Lahore for the provision of Halal, healthy and hygienic meat to cater the local need and to export to the globe. PAMCO intends to hire the services for Collection & Disposal of Animal Slaughtering waste/Misc. garbage services under framework contract from professional and legally registered (as per the law of the Government) contactors/firms/companies. For this, PAMCO invites Bids in sealed envelopes through open competitive bidding (Single Stage – One Envelope) procedure specified in the Rule No. 38(1) of PPRA.

Bids in Sealed envelopes should reach at the under given address on or before **10th May, 2021**, till 11:00 am along-with **2% of total estimated price i.e. Rs: 2,872,500/- annual as bid security** (refundable) through CDR/Demand Draft (DD)/Pay order(PO) in favor of “**Punjab Agriculture & Meat Company**”. Tender will be opened at 11:30 am on the same day in the presence of all applicants or their authorized representatives. Bidding Documents are immediately available from PAMCO Office by paying **Pay order of Rs.1, 000/- title Punjab Agriculture & Meat Company**. PAMCO may reject all bids at any time prior to acceptance of a bid as per PPRA rules.



Manager Administration
Punjab Agriculture & Meat Company
18 km, Shahpur Kanjran, Multan Road Lahore
 Ph. 042-35971430-33, URL: www.pamco.bz



1. Overview of facility and scope of work:

Punjab Agriculture & Meat Company (PAMCO) is managing an abattoir situated at 18 K.m Shahpur Kanjran Multan Road, Lahore. PAMCO requires the Collection of Animal Slaughtering waste/Misc. garbage services from the premises mentioned bellow.

- Lahore Meat Processing Complex (LMPC) 18-Km Shahpur Kanjran Multan Road, Lahore

2. Services Required (Scope of Work):

Services required (scope of work) for Collection & disposal of Animal Slaughtering waste/Misc. garbage. The detailed specification along with the basis for quoting rate /UOM is as under:

| Sr. No | Machinery/ Vehicle Type | Qty. | Specification | UOM | Estimated Annual Trips/Trollies | Timing |
|--------|-------------------------------------|------|--|---------|---------------------------------|--------------------------|
| 1 | Waste Collection & Disposal Trolley | 1 | Length: 14 ft. Width: 07 ft. Depth: 06 ft. | Trolley | 383 | 11:00 a.m. 11:00 p.m. |

Collection & disposal of animal slaughtering waste will include dry (Dung), wet (inedible parts of Animals) and misc. garbage from Lahore Meat Processing Complex (LMPC) as per tentative schedule as defined in **Annex – F**. Quantities/trips of trollies for waste collection may be vary as per the requirement of the purchaser. Machinery/Equipment (Trolley(s))/Vehicle should be placed at communicated site for waste collection point of slaughterhouse **from 11:00 a.m. to 11:00 p.m.** on the notified operational days by the purchaser.

Terms & Conditions for Collection and Disposal of Animal Slaughtering waste/Misc. garbage services:

- The successful bidder shall be responsible for all costs related to the provision of services including but not limited to the cost of POL, operator, helper, consumables, operation and maintenance of the deployed machinery/vehicle and no adjustment whatsoever on any account shall be entertained.
- The successful bidder shall charge against service availed as per UOM (Unit of Measurement) described above and these rates shall be inclusive of cost of machinery/equipment/vehicle, transportation, cost of labor (Driver, helper, Diesel, operator etc.), safety gadgets, cost of POL and all applicable taxes.

- The place for providing services is Lahore Meat Processing Complex, 18 k.m shahpur kanjran, Multan Road, Lahore and the machinery.
- The successful bidder will deploy the machinery/equipment/vehicle which is field worthy and in full serviceable condition.
- The successful bidder shall ensure the availability of backup/replacement machinery/equipment/vehicle to ensure uninterrupted services.
- The successful bidder shall be responsible of salaries, EOBI, Social Security, residence, food, medical & safety gadgets for driver, helper or any other staff deployed in pursuance of the assignment related to services.
- The successful bidder shall fully indemnify the purchaser from the neglect acts, accidents or medical condition of the driver, helper or any other staff deployed in pursuance of the assignment related to services.
- In case of any damage to the property of the purchase by machinery/equipment/vehicle, successful bidder shall be responsible for the repair/compensation.
- The performance of successful bidder shall be monitored by the purchaser to ensure the transparency and accountability.
- Any services rendered or claimed by the successful bidder without work order from the purchase shall not be entertained.
- The required duration of services shall be for one year from the signing of the contract date (or notified by the purchaser in writing).
- The successful bidder shall provide uninterrupted services for “Collection & disposal of animal slaughtering waste/misc. garbage” also on public holidays without any additional charges/claims.
- The successful bidder shall indemnify from any action from the Govt. authorities during collection, transportation and disposal of animals slaughtering waste & misc. garbage.
- The purchaser reserves the right to increase or decrease the required services as per defined UOM (Unit of Measurement) on prior written order.
- The purchaser has full rights to terminate the contract/agreement anytime with or without any reason by given prior 1 month written notice.
- The successful bidder shall be adhere safe working practices for environment and human beings during Collection, transportation & disposal process of animal waste including dry (Dung), wet (inedible parts of Animals) and misc. garbage.
- The successful bidder shall be responsible for collection, transportation & disposal of waste on daily basis, communicated time or as per schedule communicated by the management of the purchaser.
- The successful bidder shall only dispose waste on the approved location by the authorities and indemnify the purchaser from any legal action from the authorities in case of non-compliance from the successful bidder.

Note: Tenderer must have valid approval from Environment Protection Agency (EPA), Govt. of the Punjab for collection, Storage, handling, Processing and Transportation of waste /garbage.

3. Key Service-level Parameters:

In case of non-performance of the service provider for scope of work/responsibility or its Obligation, fines shall be charged as defined in **Annexure-M**. Such fines shall be limited to 05 % (Five percent) of the annual contract value. If the cumulative amount of such fines exceeds 05 % of the annual contract value, then it shall be considered as event of default on part of the service Provider.

4. Tender/Bid Security:

- 4.1 The Tenderer shall furnish the Tender/Bid Security as part of the bid envelope, failing which will cause rejection of bid; as under:
- 4.2 In the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in form of Call Deposit Receipt(CDR)/Demand Draft (DD)/Pay Order (P.O) from scheduled bank;
- 4.3 **2% of estimated price i.e. Rs. 2,872,500/-** (Two Million Eight Hundred Seventy Two Thousand Five Only) annual, amounting to **Rs. 57,450/- (Fifty Seven Thousand Four Hundred Fifty Only) as a bid Security.**
- 4.4 Have a minimum validity period of 180 days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 4.5 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:
 - 4.5.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 4.5.2 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
 - 4.5.3 If the tenderer fails to provide the performance security in stipulated timeframe or Format.
- 4.6 The Tender security shall be returned to the unsuccessful bidders following the bid opening procedure. The Tender Security shall also be returned to the successful Tenderer on furnishing the Performance Security.

5. Tender Validity:

The Tender shall have a minimum validity period of Ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to the extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender security.

6. Joint Venture/Consortium:

The Tenderer may, submit bid in Joint Venture or Consortium with any firm/contractor/company. Submission of Valid Joint Venture/Consortium documents are mandatory to be deposited along with bid.

7. Modification / Withdrawal of the Tender:

The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

8. Opening of Tender:

Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s), if available, for which they shall ensure their presence without further invitation.

9. Clarification of the Tender by the Purchaser:

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is solid discretion of the Purchaser.

10. Determination of Responsiveness of the Tender:

10.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

10.1.1 meets the eligibility criteria for the Tenderer for the Services;

10.1.2 meets the delivery period / point for the Services;

- 10.1.3 Offers fixed price quotations for the Services in PKR
- 10.1.4 Is accompanied by the required Tender Security as part of financial bid envelope;
- 10.1.5 Is otherwise complete and generally in order;
- 10.1.6 Conforms to all terms and conditions of the Tender Document, without material Deviation or reservation.

- 10.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 10.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender; but subject to approvals of the Tender Evaluation Committee.

11. Rejection / Acceptance of the Tender:

- 11.1 The Purchaser shall have the right, at his exclusive discretion, to accept a Tender, reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 11.2 The Tender shall be rejected if:
 - 11.2.1 It is substantially non-responsive; or
 - 11.2.2 It is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 11.2.3 It is incomplete, un-sealed, un-signed or stamped, printed (hand written), partial, conditional, Alternative, late; or
 - 11.2.4 It is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 11.2.5 The Tenderer fails to meet the Technical Qualification Criteria; or
 - 11.2.6 The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.
 - 11.2.7 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
 - 11.2.8 The Tenderer submits any financial conditions as part of its bid which are not in Conformity with tender document.

12. Performance Security:

12.1 The successful Tenderer shall furnish Performance Security as under:

12.1.1 Within ten (10) working days of the receipt of the Acceptance Letter from the Purchaser;

12.1.2 In the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan/pay order/CDR/AA rated Insurance guarantee, as per the format provided in the Tender Document.

12.1.3 Denominated in Pak Rupees;

12.1.4 Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.

12.1.5 The successful tenderer shall submit a performance security of **05% of the annual contract value.**

12.1.6 The proceeds of the Performance Security shall be payable to the Purchaser, on Occurrence of any / all of the following conditions:

12.1.6.1 If the Service Provider commits a default under the Contract;

12.1.6.2 If the Service Provider fails to fulfill any of the obligations under the Contract.

11.1.6.2 If the Service Provider violates any of the terms and conditions of the Contract.

12.1.7 The Performance Security shall be returned to the Tenderer after 60 working days after provision of security services.

13. Redressing of Grievances by the Purchaser:

13.1 The Purchaser shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

13.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.

13.3 The committee shall investigate and decide upon the complaint within fifteen days of the Receipt of the complaint.

13.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Contract for

**COLLECTION & DISPOSAL OF ANIMAL
SLAUGHTERING WASTE/MISC. GARBAGE
SERVICES**

**Lahore Meat Processing Complex, 18 k.m Shahpur
Kanjran, Multan Road, Lahore**

Between

[Purchaser]

And

[Service Provider]

Under

Frame Work Contract

Dated:

TABLE OF CONTENTS

Agreement

General Conditions of Contract

14. Contract
15. Contract Documents and Information
16. Contract Language
17. Insurance
18. Payment
19. Price
20. Assignment / Subcontract
21. Extensions in time for performance of obligations under the Contract
22. Liquidated Damages
23. Forfeiture of Performance Security
24. Termination for Default
25. Termination for Insolvency
26. Termination for Convenience
27. Force Majeure
28. Dispute Resolution
29. Statutes and Regulations
30. Taxes and Duties
31. Contract Cost
32. Authorized Representative
33. Special Stipulations

- Annex – A Technical Proposal Submission Form
- Annex – B Technical Evaluation Criteria
- Annex – C Financial Proposal Submission Form
- Annex – D General particulars of applying bidder
- Annex– E Affidavit for correctness of information and declaration for non-involvement in any litigation/blacklisting
- Annex – F Tentative Schedule for Waste Collection Operations
- Annex – G Instructions for preparation of power of attorney
- Annex – H..... Format of POWER OF ATTORNEY
- Annex – I Undertaking
- Annex – J Tender Security Form
- Annex – K Performance Security
- Annex – L Format for Covering Letter
- Annex – M Standard Monetary Deductions for Default/Non-performance of Services

I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year],

BETWEEN

Punjab Agriculture & Meat Company on the one part (hereinafter called the “Purchaser” which expression shall include its successors, legal representatives and permitted assigns)

AND

[Full legal name of Service Provider], on the other part (hereinafter called the “Service Provider” which expression shall include the successors, legal representatives and permitted assigns) severally liable to the Purchaser for all of the Service Provider’s obligations under this Contract and is deemed to be included in any reference to the term “Service Provider.”

RECITALS

WHEREAS,

- (a) The Punjab Agriculture & Meat Company intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of **Collection of Animal Slaughtering waste/Misc. garbage services** as described in the contract.
- (b) The Purchaser has requested the Service Provider to provide certain services as described in Tender Document; and
- (c) The Service Provider, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Service Provider hereby covenants with the Purchaser to provide the security services, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Service Provider.
2. The Purchaser hereby covenants with the Service Provider to pay the Service Provider, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.
3. The following shall be deemed to form and be read and construct as part of this Contract:

- (a) The Tender Document
- (b) Bidder’s Proposal
- (c) Terms and Conditions of the Contract.
- (d) Special Stipulations.
- (e) The Technical Specifications
- (f) Tender Form
- (g) Price Schedule
- (h) Affidavit(s)
- (i) Authorized Dealership / Agency Certificate
- (j) Performance Security
- (k) Any Standard Clause acceptable for Purchaser
- (l) Annexures

4. This Contract shall prevail over all other documents. In the event of any discrepancy /inconsistency within the Contract, the above Documents shall prevail in the order listed above.

5. Contractual obligations Roles and Responsibilities of Purchaser and Service Provider as explained above in the document.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For [full legal name of the Purchaser]:
 Signature _____
 Name _____
 Witnessed By: _____

For [full legal name of the Service Provider]:
 Signature _____
 Name _____
 Witnessed By: _____

WITNESSES

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____

II General Conditions of Contract

14. Contract:

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

15. Contract Documents and Information:

The Service Provider shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

16. Contract Language:

The Contract and all documents relating to the Contract, exchanged between the Service Provider and the Purchaser, shall be in English. The Service Provider shall bear all costs of translation to English and all risks of the accuracy of such translation.

17. Insurance:

The Service Provider shall provide such insurance as is sufficient to protect against their theft, damage or deterioration during course of the service, storage/transit to their final destination as indicated in this Contract. The Service Provider shall arrange and pay for the insurance of the vehicle, equipment or any such item to the place of destination and time, as required by the Purchaser.

18. Payment:

The procedure for payments to Service Provider shall be as under:

- 17.1 The Service Provider shall submit an Application for Payment (Invoice), in the prescribed form, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.
- 17.2 The Purchaser shall issue a Certificate of Payment, in the prescribed form, with a copy to the Service Provider, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
- 17.3 The Purchaser shall pay the amount verified in the Certificate of Payment within twenty one (21) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment after deduction of applicable tax, through cross cheque in name of service provider.
- 17.4 Payments shall be made against successful delivery of services as per Security plan and Services provided.

19. Price:

The Service Provider shall not charge prices for the services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Service Provider in the Price Schedule (Financial Bid).

20. Assignment / Subcontract:

The Services will not assign or sub-contract its obligations under the Contract, in whole or in part.

21. Extensions in time for performance of obligations under the Contract:

If the Service Provider encounters conditions impeding timely performance of any of the Obligations, under the Contract, at any time, the Service Provider shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Service Provider with a copy to the Client, extend the Service Provider's time for performance of its obligations under the Contract.

22. Liquidated Damages (LD):

If the Service Provider fails / delays in performance of start of Service liquidated damages @ 0.25 % of annual contract value per day shall apply.

However, the amount so deducted shall not exceed, in the aggregate, the value of the Performance security.

23. Forfeiture of Performance Security:

If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Service Provider. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

24. Termination for Default:

23.1 If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, or engages in any illegal activities, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served to the Service Provider, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Service Provider; provided that the

termination of the Contract shall be resorted to only if the Service Provider does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

- 23.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

25. Termination for Insolvency:

If the service provider becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Service Provider, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Service Provider.

26. Termination for Convenience:

- 25.1 The Purchaser may, at any time, by written thirty (30) days' notice served on the Service Provider, terminate the Contract, in whole or in part.
- 25.2 The Services which are complete or to be completed by the Service Provider, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining services, the Purchaser may elect:

27. Force Majeure:

- 26.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the purchaser or of the Service Provider. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the purchaser keeping in view all the circumstances and requirements of the Purchaser.
- 26.2 The Service Provider shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

- 26.3 If a Force Majeure situation arises, the Service Provider shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service Provider shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28. Dispute Resolution:

- 27.1 The Purchaser and the Service Provider shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 27.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Service Provider have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

29. Statutes and Regulations:

- 28.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Service Provider shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
- 28.2 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

30. Taxes and Duties:

The Service Provider shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan.

31. Contract Cost:

The Service Provider shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser and shall in no case be responsible / liable for those costs /expenses e.g. Contract Stamp duty charges etc.

32. Authorized Representative:

The Purchaser, or the Service Provider may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

- 31.1 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, or the Service Provider.
- 31.2 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 31.3 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 31.4 Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.
- 31.5 If the Service Provider questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Service Provider may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

33. Special Stipulations:

| SCHEDULE-A, SPECIAL STIPULATIONS | |
|--|---|
| For ease of Reference, certain special stipulations are as under: | |
| Tender/Bid Security | The Service Provider shall furnish the Tender Security as under: for the whole Tender; The Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in form of Call Deposit Receipt (CDR)/ Demand Draft (DD)/ Pay order (P.O); for a sum 2% of total estimated price i.e 2,872,500/- (annual) amounting to Rs. 57,450/- as a Bid Security; denominated in Pak Rupees; Have a minimum validity period of one hundred and eighty days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later |

| | |
|---|--|
| Performance Security | <p>The successful Bidder shall furnish Performance Security as under: within ten (10) working days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan/Demand Draft/Pay Order/CDR/AA Rated Insurance Guarantee, as per the format provided in the Tender Document or in another form acceptable to the Purchaser; Denominated in Pak Rupees; Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period. The successful Tenderer shall submit a Bank Guarantee for 05% of the annual contract value. The Performance Security shall be returned to the Tenderer after 60 working days after provision of Services.</p> |
| Signing of Contract | <p>The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.</p> |
| Start date for operation of Security Services | <p>To provide the services on said date and time, as specified by the Purchaser.</p> |
| Contract Period | <p>The contract will be for period of one (01) year.</p> |
| Liquidated damages for failure / configuration of Services by the Service Provider | <p>If and when applicable, liquidated damages (LD) shall be levied for delay start date of services @ 0.25 % of the annual contract value. However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security. The Liquidated Damages are attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s)</p> |
| Legal Status to Work in Pakistan | <p>The Bidder must be allowed and meet all conditions set forth by the GoPb to work with all concerned parties of the private, public, and not for profit sectors.</p> |
| Approval from EPA | <p>The Bidder must have valid approval from Environment Protection Agency (EPA) for Collection, Storage, handling, Processing and Transportation of Waste. Provision of Valid Approval from EPA is mandatory.</p> |

ANNEXURE-A:
BID SUBMISSION FORM

Bid Submission Form

[Date]

To _ (Name and address of Client / Purchaser) _

Dear Sir/Madam,

We, the undersigned, offer to provide the **(insert title of assignment)** _ in accordance with your Request for Proposal/Tender Document dated _ (insert date) _ and our Proposal. We are hereby submitting our bid, which includes the bidding documents and the Financial Proposal sealed in single separate envelope under Rule 38(1) of PPRA Rules “SINGLE STAGE ONE ENVELOPE”.

We undertake, if our Proposal is accepted, to provide Collection & disposal of Animal Waste & Misc. Garbage Services in PAMCO. We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature and Seal (Stamp)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-B:
EVALUATION CRITERIA

REQUIREMENTS FOR EVALUATION CRITERIA:

All the bidders submitting their bids are required to fulfill the following criteria to Technically Qualify: *(Relevant Documents to be attached)*

| Sr. No | Documents Required for Evaluation Criteria |
|--------|---|
| 1 | Legal Status of the bidder (Business Individual/ Sole Proprietor/Partnership/Firm/Company) |
| 2 | Proof of Valid NTN Registration (In the name of Business Individual/ Sole Proprietor/Partnership/Firm/Company) |
| 3 | Proof of Valid PST or PTN Registration (In the name of Business Individual/ Sole Proprietor/Partnership/Firm/Company) |
| 4 | Affidavit/ Undertaking for Correctness of Information, Declaration of noninvolvement in litigation / black listing and Compliance to the specifications, conditions and availability of required services on the defined time lines as mentioned in Terms of Reference of this bidding Document (to be provided on non judicial stamp paper of Rs. 100)- Sample Template is attached. |
| 5 | Approval from Environment Protection Agency (EPA) for Collection, Storage, handling, Processing and Transportation of Waste. |

Annexure-C:**Financial Proposal Submission Form**

(Bidder's letter head officially signed and stamped)

Name of the Company/Firm : _____

Address of the Company/Firm : _____

NTN No : _____

PTN No : _____

| Service Description | Service Delivery Location | Annual Service Charges (Rs) | | |
|--|--|-----------------------------|-------------------|---------------------------|
| | | Ex- Value per Trolley | P.S.T (16%) | Incl. (P.S.T) Per Trolley |
| Collection of Animal Slaughtering Waste/Misc. Garbage Services | Lahore Meat Processing Complex, Lahore | XXXX (A) | XXXX (B=A*16%) | XXXX C=A+B |
| Tentative Trollies per Annum | | D = 383 | | |
| Total per Annum – Inclusive of All Taxes | | E=C*D (XXXX) | | |

Authorized Signature with Stamp_____
Name_____
Date

Annexure-D:**GENERAL PARTICULARS OF APPLYING BIDDER**

| Bidder Information | |
|---|--|
| Name of Firm/Company/Business Individual/Sole Proprietorship | |
| Complete Postal Address | |
| Phone | |
| Contact Person / Designation | |
| Mobile Number | |
| E-Mail | |
| Type of Organization | |
| Place of Incorporation/Registration | |
| Year of Incorporation/Registration | |
| National Tax Number | |
| Provincial Tax Number of PRA (Punjab Revenue Authority) | |

Annexure-E:

**AFFIDAVIT FOR CORRECTNESS OF INFORMATION
AND DECLARATION FOR NON-INVOLVEMENT IN ANY
LITIGATION/BLACKLISTING**

(To be printed on PKR 100 Stamp Paper)

Name of Firm: _____

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

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

This is to further certify that we shall comply to the specifications, conditions and ensure availability of required items/services on the defined time lines as mentioned in Terms of Reference/Technical Specifications of this bidding Document

The undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by Punjab Agriculture & Meat Company (PAMCO) deemed necessary to verify this statement regarding my (our) competence and general reputation.

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

Signed by an authorized Officer of the firm

Authorized Person Name, Sign & Stamp: _____

Date: _____

Annexure-F:**Tentative Schedule for Animal Slaughtering Waste/Misc.
Garbage Collection Operations**

| Tentative Schedule For Waste Collection (Trollies) For the Period from May 2021 to April 2022 | | | | | | | | | | |
|--|-----------|------|------------|---------|-----------|----------|--------|----------|--------|------------|
| Sr. No | Month | Year | No of Days | | | | | | | Total |
| | | | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | |
| 1 | May | 2021 | 5 | 0 | 8 | 4 | 4 | 10 | 5 | 36 |
| 2 | June | 2021 | 4 | 0 | 10 | 4 | 4 | 8 | 4 | 34 |
| 3 | July | 2021 | 4 | 0 | 4 | 4 | 4 | 5 | 4 | 25 |
| 4 | August | 2021 | 5 | 0 | 4 | 4 | 4 | 4 | 5 | 26 |
| 5 | September | 2021 | 4 | 0 | 5 | 5 | 4 | 4 | 4 | 26 |
| 6 | October | 2021 | 4 | 0 | 4 | 4 | 5 | 10 | 4 | 31 |
| 7 | November | 2021 | 5 | 0 | 8 | 4 | 4 | 8 | 4 | 33 |
| 8 | December | 2021 | 4 | 0 | 10 | 5 | 5 | 8 | 4 | 36 |
| 9 | January | 2022 | 5 | 0 | 8 | 4 | 4 | 8 | 5 | 34 |
| 10 | February | 2022 | 4 | 0 | 8 | 4 | 4 | 8 | 4 | 32 |
| 11 | March | 2022 | 4 | 0 | 10 | 5 | 4 | 8 | 4 | 35 |
| 12 | April | 2022 | 4 | 0 | 8 | 4 | 5 | 10 | 4 | 35 |
| Grand Total | | | | | | | | | | 383 |

Note: Required trolley/(s) to be placed for collection of waste should be size equal to (Length 14 F, Width 7 F, Depth 6 F)

Annexure-G:
Instructions for preparation of power of attorney

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure-H:

Format of POWER OF ATTORNEY

(Bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the Operation) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) 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 _____

(Signature)
(Name, Designation and Address)
Accepted
(Signature)

(Name, Title and Address of the Attorney)
Date:

Annexure-I:
Undertaking
UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information documents.

Dated this day of _____ 20__

Signature
(Company Seal)

In the capacity of
Duly authorized to sign bids for and on behalf of:

Annexure-J:
Tender Security Form

TENDER SECURITY FORM

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has submitted Tender against Tender Name (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Operator a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Operator withdraws the Tender during the period of the Tender validity specified by the Operator on the Tender Form; or
2. If the Operator does not accept the corrections of his Total Tender Price; or
3. If the Operator, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document. Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him. Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee. This guarantee shall remain valid up to _____ or until furnishing of the Performance

Security, whichever is later.
Date this _____ day of 2021.

GUARANTOR
Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

Annexure-K:
PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date:

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Service Provider shall furnish Performance Security, within ten working days of the receipt of the Acceptance Letter from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Service Provider a Guarantee; THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Service Provider commits a default under the Contract;
2. If the Service Provider fails to fulfill any of the obligations under the Contract;
3. If the Service Provider violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him. And further provided that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later.
Date this _____ day of 2021.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annexure-L:
Format for Covering Letter

To
(Name and address of Purchaser)

Sub: _____

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of days (as per requirement of the Services) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _ (insert name of the Purchaser) _, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like too clearly state that we qualify for this work as our company meets all the prequalification criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

Annexure-M:
Standard Monetary Deductions for Default/Non-
performance of Services

Rate per Service Trip (RPST) = (Annual Bid Value / Estimated No. of Trips)

| Description of Infraction | Fine for each occurrence(PKR) |
|--|-------------------------------|
| <u>Non-compliance as per Scope of Work</u> | <u>3 X RPST</u> |