



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

BID DOCUMENT

FOR

HIRING OF SERVICES OF MEDIA AGENCY FOR UNIFIED CAMPAIGN IN 7 CITIES OF PUNJAB (Single Stage Two Envelope Procedure)

- Invitation to Bid
- Instructions to Bidders
- Technical Specifications
- Bid Form
- Schedules:
 - Schedule – A Special Stipulations
 - Schedule – B Price Schedule
- Bid Security Form
- Performance Security Form
- Contract Form

September, 2017



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

INVITATION TO BID

FOR

HIRING OF SERVICES OF MEDIA AGENCY FOR UNIFIED CAMPAIGN IN 7 CITIES OF PUNJAB

Sealed Bids are invited from Media Agencies registered with Tax Department for “**HIRING OF SERVICES OF MEDIA AGENCY FOR UNIFIED CAMPAIGN IN 7 CITIES OF PUNJAB**”.

Bidding Document, in the English language, may be purchased by the interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of **Pak Rs.2,000/-** which should be deposited in LWMC bank account No 3531-1, Liberty Branch, Bank of Punjab, Lahore. A pre-bid meeting will be held at the address given below at **1130 Hours on October 12, 2017**.

Bids must be delivered to the address below at or before **October 19, 2017 at 1500 hours**. Bids will be opened on the same day at **1530 Hours** in the presence of the Bidders' representatives who choose to attend at the address below.

Bid Documents are immediately available after date of publication. In case of official holiday on the day of submission, next day will be treated as closing date. Bid notice has also been posted on LWMC website (www.lwmc.com.pk).

General Manager (P & C)

Office No. 4&5, 4th Floor, Shaheen Complex, Egerton Road, Lahore

Ph: 092-42- 99205153-55, Fax: +92-42-99205156

Email: procurement@lwmc.com.pk



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

TENDER SPECIFIC INSTRUCTION FOR BIDDERS

HIRING OF SERVICES OF MEDIA AGENCY FOR UNIFIED CAMPAIGN IN 7 CITIES OF PUNJAB

1. **Estimated Price:**

The estimated price is Rs. 26,550,000 /-

2. **Bid Security:**

Each bidder will submit Bid Security of 2% of total estimated price along with the bid in form of CDR/Bank Guarantee/ Demand Draft/ Pay Order. Bid Security against individual items is not acceptable.

3. **Filling of Price Schedule:**

Each bidder will fill the Price Schedule completely for all items. Partially filled Price Schedule will not be acceptable.

4. **Evaluation of Bids:**

Bids will be evaluated on the basis of Total Bid Price. Incomplete or partially filled bids will be considered as non-responsive.

5. **Payments:**

Payments will be made against delivered services only. The time period is defined in this bid document for payments against submitted bills.

6. **Sign and Stamp**

Bidder is required to stamp every page of the bid document along with signature at the required pages and submit back along with the bid.



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

- 1.1 The Purchaser wishes to receive Bid for the items / Equipment mentioned in Invitation to Bid at the earlier page (hereinafter referred to as Goods) and provide services such as installation, configuration, testing, training, support, after sale services and other such obligations specified hereinafter (hereinafter referred to as Services).
- 1.2 The bid is to be completed and submitted to the Purchaser in accordance with these Instructions to Bidders.

2. Eligible Bidder

- Registration with Income Tax Authorities
- Taxpayer Status for Last 03 Years
- Income Tax Returns for Duration Corresponding with Taxpayer Status
- Registration with Sales Tax Authorities (if applicable)-PRA required
- Registration with Registrar of Firms (Certified copy of Partnership Deed, along with Form C/D) OR SECP along with latest certified copy of Form 29 A*
- Experience of 02 similar projects/Assignments of (Copy of evidence e.g. Experience Letter, Letter of Appointment etc.)
- Bank Statement Showing Financial Soundness
- Audit Financial Statements for the Last 02 Years
- Affidavit on Legal paper that firm is not black listed by any govt. agency/firm.

3. Eligible Goods

- 3.1 The Goods and Services to be supplied under the Contract shall have their origin in eligible member countries.
- 3.2 For purposes of Clause 3.1 above, "origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. 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



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

-
- 4.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs.

5. Joint Ventures

- 5.1 Bids submitted by a joint venture of two or more companies or partners shall comply with the following requirements:

- a) The Bid, and in case of successful Bid, the Contract form, shall be signed by all so as to be legally binding on all the partners;
- b) One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- c) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- d) All partners of the joint venture shall be liable jointly and severally for the executing of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and
- e) A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid.

6. Assurance

- 6.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to supply the Goods and Services pursuant to the Contract, within the time set forth therein.

BIDDING DOCUMENTS

7. Contents of Bidding Documents

- 7.1 The Services required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

- a) Instructions to Bidders
- b) Technical Specifications
- c) Bid Form
- d) Schedules:
Schedule – A Special Stipulations
Schedule – B Price Schedule
- e) Bid Security Form



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

- f) Performance Security Form
- g) Contract Form
- h) Conditions of Contract

7.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will result in the rejection of the bid.

8. Clarification of Bidding Documents

8.1 The prospective bidder requiring any further information or clarification of the bidding documents may notify the Purchaser in writing or by visiting at the following address:

General Manager (P&C)

Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan

Tel: +92-42-99205153-55, Fax: +92-42-99205156, procurement@lwmc.com.pk

General Manager (P&C)(LWMC) will respond in writing to any request for information or clarification of the bidding documents which it receives no later than three (03) days prior to the deadline for the submission of bid.

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment.

9.2 The amendment shall be part of the bidding documents, pursuant to Clause 7.1, will be notified in writing or by telex, or by fax to the prospective bidder who has received the bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.

9.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the Purchaser may, at its discretion, extend the deadline for the submission of bid.

PREPARATION OF BID

10. Language of Bid



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

- 10.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Purchaser shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided at this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

11. Documents Comprising the Bid

- 11.1 The evaluation of Bid submitted shall be inclusive of, but not be limited to, the following factors:

a) **Bid Form**

The Bidder shall complete the Bid Form in accordance with Clause 12.

b) **Price Schedule**

The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents in accordance with Clauses 13 & 14.

c) **Bid Security**

The bidder shall furnish Bid Security in accordance with Clause 15.

12. Bid Form

- 12.1 The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the company and all the Schedules furnished in the bidding documents.

13. Bid Prices

- 13.1 The bidder shall complete Schedule B, Price Schedule for services as per the instructions contained in this document.

- 13.2 Prices quoted in the Price Schedule for the Services should be entered in the following manner:

- i) The price of the Services will be quoted (FOR) Lahore at the address provided in Schedule A.
- ii) Bidders shall quote rate for all Services in Price Bid Schedule (B).
- iii) The blank or partially / conditionally filled Price Bid Schedule B will be considered as non-responsive for the entire bid.



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

- iv) The price is to be submitted in Pak Rupees only and should include all taxes.
- v) Alternate financial Bids are not allowed.

13.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

14. Bid Currencies

14.1 Prices shall be quoted in Pak Rupees.

15. Bid Security

15.1 Pursuant to Clause 11.1(c), the bidder shall furnish, as part of its bid, a bid security in the amount of not less than **2% of the estimated price.**

15.2 The bid security shall be denominated in Pak Rupees and shall be in shape of call Deposit Receipt (CDR)/Bank Guarantee/Demand Draft/Pay Order in favor of Managing Director (LWMC), valid for a period 28 days beyond the Bid Validity date.

15.3 The bid not secured in accordance with Clauses 15.1 and 15.2 above will be rejected by the Purchaser as non-responsive.

15.4 An unsuccessful bidder's bid security will be discharged or returned, or both, as promptly as possible upon award of Contract.

15.5 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Clause 31, and furnishing the performance security, pursuant to Clause 32.

15.6 The bid security may be forfeited:

- (a) if the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
- (b) if the bidder does not accept the correction of the Total Bid Price pursuant to Clause 24; or
- (c) if the bidder fails;
 - (i) to sign the contract in accordance with Clause 31, or
 - (ii) to furnish the performance security in accordance with Clause 32.

16. Period of Validity of Bid

16.1 The bid shall remain valid for One hundred and Twenty (120) days from the date of bid closing prescribed by the Purchaser, pursuant to Clause 19.



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

16.2 Notwithstanding Clause 16.1 above, the Purchaser may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by cable or fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 15 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. The bidder will not be required or permitted to modify its bid.

17. Format and Signing of Bid

17.1 The bidder shall submit dully filled original Bidding Document issued to him.

17.2 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the person signing the bid.

17.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

SUBMISSION OF BID

For

SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

18. Sealing and Marking of Bid

18.1 The bid shall be a single sealed package consisting of two separately sealed envelopes, containing separately the Technical and Financial bid. The envelopes shall be marked as "Technical Bid" and "Financial Bid".

18.2 The envelope shall:

(a) be addressed to the following address:

General Manager (P&C)

Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan

Tel: +92-42-99205153-55, Fax: +92-42-99205156,

procurement@lwmc.com.pk

(b) bear the following identification:

Bid for **"HIRING OF SERVICES OF MEDIA AGENCY FOR UNIFIED CAMPAIGN
IN 7 CITIES OF PUNJAB"**



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

DO NOT OPEN BEFORE **October 19, 2017.**

18.3 In addition the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late".

18.4 Fax bid will not be entertained.

19. Deadline for Submission of Bid

19.1 The original bid must be received by the Purchaser at the address specified in Clause 18.2 by **1500 hours on October 19, 2017.** Technical bid will be opened on the same day and same address at **1530 hours.**

19.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 9, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bid

20.1.1 The bid received by the Purchaser after the deadline for submission of bid prescribed by the Purchaser, pursuant to Clause 19, will be rejected and returned unopened to the bidder.

21. Modification and Withdrawal of Bid

21.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bid.

21.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18. A withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.

21.3 The bid may not be modified subsequent to the deadline for submission of bid.

21.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 15.



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

OPENING AND EVALUATION OF BID

22. Opening of Bid

- 22.1 The bid shall be opened by the Purchaser in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 19.1, at the office of the Purchaser, given in Clause 18.2 (a). The bidder's representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the opening.

23. Clarification of Bid

- 23.1 To assist in the examination, evaluation and comparison of bid, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.

24. Determination of Responsiveness of Bid

- 24.1 Prior to the detailed evaluation of the bid, pursuant to Clause 26, the Purchaser will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:
- (a) meets the Eligibility Criteria specified in Clauses 2 and 3;
 - (b) has been properly signed on the Bid Form;
 - (c) is accompanied by the required Securities and these Securities are valid and in good order;
 - (d) the technical specifications for each item / equipment quoted in the price Bid Schedule B should meet the major technical criteria as specified for each item / equipment in technical specifications of this document;
 - (e) meets the delivery period set out in Schedule A Special Stipulations to Bid;
 - (f) meets the rate and limit of liquidated damages as specified in Schedule A Special Stipulations to Bid;
 - (g) offers fixed price quotations i.e. the bid do not offer an escapable price quotation;
 - (h) is otherwise complete and generally in order;
 - (i) conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

-
- (i) which affects in any substantial way the scope, quality or performance of the Services; or
 - (ii) which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the bidder's obligations under the Contract.
- 24.2 The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.3 The bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.
- 24.4 The Purchaser may waive any minor informality or non-conformity or irregularity in the bid.
- 24.5 Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be rectified as follows:
- (a) for the total bid price entered in paragraph of the Bid Form, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total Bid Price, shown in the Price Schedule, will govern unless the Bid Contains a specific statement confirming the total Bid Price.
 - (b) where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the Purchaser, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price for each item / equipment as quoted will govern and the unit rate will be corrected, and
 - (c) where there is a discrepancy in the total price quoted in the Price Schedule vis-à-vis addition of each item / equipment, the total of the itemized prices will govern.

The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors, and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of the errors for any item / equipment in the Bid, his Bid will be rejected for the specific item / equipment and the Bid Security for that item / equipment will be forfeited in accordance with Clause 15.6.

Corrected Total Bid Price: The price as determined after the application of arithmetic corrections shall be termed as Corrected Total Bid Price.



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

25. Evaluation and Comparison of Bids

The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 24, as stated hereinafter.

25.1. Basis of Evaluation and Comparison of Bid

The Bids of only those Bidders who are substantially responsive to the requirements of the Bidding document will be considered for evaluation. The evaluation and comparison of the Bid will be done Total Bid price wise. The offer/ contract will be awarded to those Bidders whose corrected and evaluated total Bid Price is the lowest.

25.2. Evaluated Bid Prices

The Purchaser evaluation of a bid will take into account in addition to the Bid Price, the following factors (Adjustments) in the manner and to the extent stated hereinafter. Adjustment will be based on corrected Bid Prices. The price so determined after making such adjustments will be termed as Evaluated Bid Price. Correction of arithmetical errors as stated in Clause 24.5. The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the Schedules, Conditions of Contract and Specifications, shall be added to the corrected Bid Price for comparison purposes only. For bid offering delivery period of the Service earlier than the period specified in the Schedule A Special Stipulations to Bid, no credit will be given. Terms of Payment: The bidder shall state their bid price for the payment terms outlined in the Conditions of Contract. The bid will be evaluated on the basis of this base price. The bidder may state alternate payment terms and indicate the reduction in bid price that wish to offer for such alternative payment terms. The Purchaser may consider the alternative payment terms offered by the bidder.

26. Contacting the Purchaser

- 26.1 Any effort by a bidder to influence the Purchaser in the Purchaser's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

27. Purchaser's Right to Accept the Bid or Reject the Bid

- 27.1 The Purchaser reserves the right to accept or reject any bid at his sole discretion and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Purchaser's action.



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

AWARD OF CONTRACT

28. Post-qualification and Award Criteria

- 28.1 The Purchaser will determine to its satisfaction whether the bidder has offered Service at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract
- 28.2 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.
- 28.3 Subject to Clause 27 above, the Purchaser will award the Contract to the bidder if its bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price and consistent with the current prevailing market prices as determined by the Purchaser, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

29. Purchaser's Right to Vary Quantities at Time of Award

- 29.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of services specified in the Specifications, without any change in unit prices or other terms and conditions.

30. Notification of Contract Award

- 30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as Letter of Acceptance.
- 30.2 The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 31 below.

31. Signing of Contract

- 31.1 After the acceptance of performance security by the Purchaser, the Purchaser will send to the successful bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 31.2 Within **Five (5) days** of the receipt of such Contract Form, the bidder shall sign and date the Contract and return it to the Purchaser.

32. Performance Security



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

Within **Fifteen (15) days** of the receipt of the Letter of Acceptance from the Purchaser, the bidder shall furnish the performance security, in accordance with the Conditions of Contract, in the performance security Form provided in the bidding documents or another form acceptable to the Purchaser.

ADDITIONAL INSTRUCTIONS

33. Instructions to Assist the Bidder

- 33.1 Bid shall be prepared and submitted in accordance with the instructions set forth herein. These instructions to Bidders are provided to assist in preparing their Bid and shall not constitute part of the Contract Documents.

34. Income Tax & General Sales Tax

- 34.1. The bidder may make inquires on income tax to the concerned authorities of Income Tax and General Sales Tax Department, Government of Pakistan.

Sales tax to the extent as provided in the rules shall be deducted and withheld from the payment to be made to the service provider for depositing with Government of the Punjab.

APPENDIX-A: Technical Criteria & Terms of Reference (TORs)

TORs for Media Agencies for Unified Campaign in 7 cities of Punjab

- Required Years of Experience (minimum 10 years)
- Must have worked with Government (campaigns on social issues which involve public at large)
- In house capacity in all relevant departments (research, creative, audio / visual etc.)
- Technical Expertise (services, equipment, human resource, subject specialists)
- Ability to execute under pressure & with in designated timeline/ deadline
- Must have Public Relations/ Media Interface team (including Celebrity Endorsements, Goodwill Ambassadors) to engage all relevant stakeholders to promote the Unified Campaign
- Must have active Registration with DGPR & PBA and capable enough to execute/ launch an extensive Media Campaign simultaneously in multiple cities

Above the Line Activations (ATL) Print & Electronic Media:

S.No	ITEM	SIZE	Quantity
1	Production of TVC & Campaign Song (Story Board ,script, site selection, transportation, post production ,editing, voice over, raw footage & final HD format)	1 minute	01
2	On-airing of TVC on various TV Channels	60seconds	90 spots for 30 days (3 spots at prime time per day)
3	Radio Spots (Production & Release) 5channels across 7 cities)	1 Minute	150 spots for 30 days (5 spots at prime time per day)
4	Release of TVC on Cable Network in 7 cities	1 Minute with two scrolls & PIP if required	30 days
5	PR Agency and Celebrity Endorsement	For whole campaign	In each activity
6	Supplement on national daily across Punjab & Designing of Press/Print Ads(Release on National & Local Dailies) & BTL Campaign Designing	Full Page Supplement Press Adz in Local &National Dailies in 7 cities of	4

		Punjab(27*4 / 18*6)	
7	Press Conference	--	1/-
8	WMC Forum- environmental experts, SWM experts, CM as guest, Governor as guest	--	1/-(just for Lahore)
TOTAL ESTIMATED COST of ATL CAMPAIGN 23.6 million			

Through the Line (TTL) Social Media:

Sr.no	ITEM	Quantity
1	Official Facebook page of WMC`s	7 pages for 28 days
2.	Post Designing	30 posts for 7 WMC`s
3.	YouTube Ad	
4.	Google Advert	
Total Estimated Cost including taxes (2.95 million)		

DRAFT

BID FORM

To:

MANAGING DIRECTOR

Lahore Waste Management Company (LWMC)

Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore, Pakistan

Tel: +92-42-99205153-55, Fax: +92-42-99205156,

Email: procurement@lwmc.com.pk

Gentlemen:

Having examined the bidding documents including Addendum No _____, the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to supply, deliver test and impart training in conformity with the said bidding documents for the Total Bid Price for all item / equipment.

Sr. No.	Description	Total Price (PKR)
01	HIRING OF SERVICES OF MEDIA AGENCY FOR UNIFIED CAMPAIGN IN 7 CITIES OF PUNJAB	
Total Financial Proposal Including All Applicable Taxes (PKR)		

¹ [Amounts must coincide with the ones indicated under Total Price in SCHEDULE - B: PRICE SCHEDULE].

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

We undertake, if our above stated total bid for all items / equipment's is accepted, to complete the Work in accordance with the Contract Execution Schedule provided in the Schedule A Special Stipulations to Bid.

If our Total Bid for all items / equipment's is accepted, we will provide the performance security in the sum equivalent to **5 percent** of the Contract Price, for the due performance of the Contract.

We agree to abide by this Bid for the period of **One Hundred and Twenty (120)** days from the date fixed for bid opening pursuant to Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

Dated this _____ day of _____ 2017.

Bidder Signature Along With Seal

WITNESS

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

DRAFT

SCHEDULE –A: SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

1 Amount of Performance Security	Clause of Conditions of Contract. Article-15	The selected firm will have to deposit 5% Performance Security in the form of CDR/bank guarantee before the signing of contract agreement.
2 Delivery of Good / Services		As per details mentioned in TORs.
Address at which Service to be executed		
Contract Execution Schedule.	3.2	Within ten days from the date of signing of contract agreement.
3 Time within which payment shall be made after the delivery of certificate of payment to purchaser	Article 5	Within 15 days of receipt of Invoice from the Contractor, and the Purchaser has accepted it.
a) Liquidate damages for delayed delivery thereof.		a) 01% of the Contract Price of the delayed or service per day or part thereof.
b) Limit of Liquidated Damages		b) Not to exceed in the aggregate ten (10%) of Contract Price stated in the Notice of Contract Award/Letter of Acceptance by the Purchaser.

SCHEDULE - B: PRICE SCHEDULE

S.No	ITEM	SIZE	Quantity 'I'	Unit Price 'II'	Total Amount III=I*II
1	Production of TVC & Campaign Song (Story Board ,script, site selection, transportation, post production ,editing, voice over, raw footage & final HD format)	1 minute	01		
2	On-airing of TVC on various TV Channels	60seconds	90 spots for 30 days (3 spots at prime time per day)		
3	Radio Spots (Production & Release) 5channels across 7 cities)	1 Minute	150 spots for 30 days (5 spots at prime time per day)		
4	Release of TVC on Cable Network in 7 cities	1 Minute with two scrolls & PIP if required	30 days		
5	PR Agency and Celebrity Endorsement	For whole campaign	In each activity		
6	Supplement on national daily across Punjab & Designing of Press/Print Ads(Release on National & Local Dailies) & BTL Campaign Designing	Full Page Supplement Press Adz in Local &National Dailies in 7 cities of Punjab(27*4 / 18*6)	4		
7	Press Conference	--	1/-		
8	WMC Forum- environmental experts, SWM experts, CM as guest, Governor as guest	--	1/-(just for Lahore)		
Total Amount (Inclusive of All Applicable Taxes) A					

Sr.no	ITEM	Quantity 'I'	Unit Price 'II'	Total Amount III=I*II
1	Official Facebook page of WMC`s	7 pages for 28 days		
2.	Post Designing	30 posts for 7 WMC`s		
3.	YouTube Ad			
4.	Google Advert			
Total Amount (Inclusive of All Applicable Taxes) B				
Total Amount (Inclusive of All Applicable Taxes) A+B				

Total Price in Words (Inclusive of All Applicable Taxes):

Note:

- * **Evaluation shall be done at Total Bid Price.**
- * **Overwriting, cutting, use of fluid etc., are not allowed which may lead to cancelation of bid offered.**
- * **Incomplete or semi filled bid shall be treated as Non-Responsive.**

Stamp & Signature of Bidder _____

BID SECURITY FORM

The Total Bid Security (02% of estimated price amounting to Rs. _____ in shape of “Call Deposit Receipt” of the Bank (Name) _____ is attached in accordance with Clause 15 of the Instruction to Bidder for the supply of following Items.

Sr. No.	Description	Bid Security @ 2% of Estimated Price
01	HIRING OF SERVICES OF MEDIA AGENCY FOR UNIFIED CAMPAIGN IN 7 CITIES OF PUNJAB	

Stamp & Signature of Bidder _____



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

PERFORMANCE SECURITY FORM

To:

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

WHEREAS (Name of the Contractor)

hereinafter called "the Contractor" has undertaken, in pursuance of "Invitation to Bids / Short Tender", Procurement of following Equipment,

1. (Name Of Equipment / Item) 2. (Name Of Equipment / Item) etc.
(hereinafter called "the Contract").

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

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

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

This guarantee is valid until _____ day of _____, 2017, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

Agreement No. LWMC/

Dated: -----

FORM OF CONTRACT AGREEMENT

M/S Lahore Waste Management Company, a Company duly registered under section 42 of the Companies Ordinance, 1984 having its registered office at 4th Floor, Shaheen Complex, Egerton Road, Lahore. (Hereinafter referred to as the “**Employer**”, which expression shall where the context permits include its successors-in-interest, permitted assignees and nominees)

AND

xx. having its registered office _____ (hereafter called the “**Contractor**” which expression shall where the context permits include its successors-in-interest, permitted assignees and nominees) of the other part.

WHEREAS THE CONTRACTOR has shown that it is registered and approved by the Government of Pakistan, to deliver security services within its territorial jurisdiction.

AND WHERE AS THE CLIENT is desirous of requisitioning the services of the **CONTRACTOR** by way of hiring its security services at the premises held by the **CLIENT**, and the **CONTRACTOR** has agreed to provide such services and maintain the security services at the premises designated by the **CLIENT**.

NOW THE CONTRACT WITNESS AS FOLLOWS

ARTICLE 1: THE PROJECT

The Assignment for which Services are required to be performed under this Agreement is described in Appendix A.

ARTICLE 2: SCOPE OF SERVICES

The scope of required services (hereinafter referred to as "Services") to be performed by the Service Firm for this Agreement are described in Appendix A.

ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in Appendix-B.

3.2 Time Schedule of Services

The time schedule of Services is given in the attached Appendix B.

3.3 Extension of Time

Extension of Time for providing of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Service Firm as and when required.

ARTICLE 4: MODE OF OPERATION

4.1 Obligations of the Service Provider

- 1) The Service Firm shall perform Services as an independent Service Provider in accordance with recognized professional standards, applicable laws and rules thereunder.
- 2) The Service Firm shall appoint a dedicated representative named in Appendix D who shall represent the Service Firm for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Service Firm.
- 3) The Service Firm shall carry out the Services with due diligence and efficiency and in conformity with standard professional practices.
- 4) The Service Firm shall ensure the adherence and full compliance to the Terms and Conditions of this Contract and Appendices attached.
- 5) The Service Firm shall act at 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.
- 6) The Service Firm shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- 7) Except with the prior written approval of the Client, the Service Firm shall not further assign or transfer or outsource the Agreement for Services or any part thereof nor engage any other independent Service Firm or sub-contractor to perform any part of the Services.
- 8) The Service Firm agrees that no proprietary and confidential information received by the Service Firm from the Client shall be disclosed to a third party unless the Service Firm receives a written permission from the Client to do so.

4.2 Obligations of the Client

The Client shall provide to the Service Firm:

- The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the dedicated representative of the Service Firm.
- The Client shall take all necessary measures to make timely payments to the Service Firm as stipulated in Article 5, hereof.

ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Service Firm and the mode of payment shall be as described in the attached Appendix-C.

ARTICLE 6: ADDITIONAL SERVICES

The Client may ask the Service Firm 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 Firm 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 7: TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

7.2 Termination by the Client

The Client may, by a written notice of thirty (30) days to the Service Firm, terminate this Agreement. All accounts between the Client and the Service Firm shall be settled not later than thirty (30) days of the date of such termination.

7.3 Termination by the Service Firm

The Service Firm may suspend the Agreement by a written notice of thirty (30) days only if the Service Firm does not receive payments due under this Agreement within 30 days of submission of its invoice. If the payment is still not made to the Service Firm after 30 days of notice of suspension, the Service Firm may terminate this Agreement in whole or in part by giving thirty (30) days advance notice of intent to terminate. If the Agreement is terminated by the Service Firm under such circumstances, the Client shall pay, within a period of fifteen (15) days from the date of effect of such notice of intent to terminate as referred above, all payments due to the Service Firm.

That upon the termination of this agreement, the Service Firm shall be permitted to remove all hid devices and equipment which may have been placed by him at the premises from time to time.

ARTICLE 8: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, 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 neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the Service Firms or regulations of Pakistan 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 9: LIQUIDATED DAMAGES

If the firm fails to deliver any or all of the services within the time period(s) specified in the contract, the purchaser shall without prejudice to any other remedy it may have under the contract, deduct from the contract price as liquidated damages, a sum of money equal to 0.1% per day up to a maximum of (10%) of contract value which is attributable to such part of the services/goods as cannot in consequence of the delay be put to the intended use for every day or part of a day between the scheduled delivery date with any extension of time thereof and the actual delivery date(s) provided that the amount so deducted shall not exceed the contract price.

ARTICLE 10: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.

ARTICLE 11: APPLICABLE LAW

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the Laws of Islamic Republic of Pakistan.



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

ARTICLE 12: CONTRACT AMENDMENT

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 13: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

- To: The Client
**Managing Director,
M/s Lahore Waste Management Company,
Office# 4 & 5, 4TH Floor, Shaheen
Complex, Egerton Road, Lahore.**
- To: The Service Firm **Project Manager**
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

ARTICLE 14: VALIDITY CLAUSE

It is agreed among the Parties that in case, after the signing of this Agreement there is any provision which is found not valid, due to amendment in the relevant laws or is held to be so, by a court of competent jurisdiction, then the Parties shall join in and agree to amend and alter the said provision/clause to bring it in line with the applicable law. However, this shall not in any way at all affect the validity and/or enforceability of the rest of the Agreement between the Parties.

ARTICLE 15: PERFORMANCE GURANTTEE

5% performance security in the form of bank guarantee/CDR must be submitted within **fifteen (15) days** of the receipt of the Letter of Acceptance from the Client, the bidder shall furnish the performance security in the form of Bank Guarantee before signing of contract agreement. This security will be returned to the firm within one month after successful completion of the services

ARTICLE 16: INDEMNIFICATION

The Service Firm shall buy the insurance cover to fully indemnify the Client from any of the damages and accidental casualty taken place by the Project Team of the Service Firm during the performance of their duty



LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

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.

FOR AND ON BEHALF OF

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

Signed by: _____

Designation: _____

(Seal)

Date: _____

Witness:

Signed by: _____

Full Name: _____

FOR AND ON BEHALF OF

**M/s Lahore Waste Management
Company**

Signed by: _____

Designation: Managing Director

(Seal)

Date: _____

Witness:

Signed by: _____

Full Name: _____

DRAFT

APPENDIX-A: Terms of Reference (TORs)

TORs for Media Agencies for Unified Campaign in 7 cities of Punjab

- Required Years of Experience (minimum 10 years)
- Must have worked with Government (campaigns on social issues which involve public at large)
- In house capacity in all relevant departments (research, creative, audio / visual etc.)
- Technical Expertise (services, equipment, human resource, subject specialists)
- Ability to execute under pressure & with in designated timeline/ deadline
- Must have Public Relations/ Media Interface team (including Celebrity Endorsements, Goodwill Ambassadors) to engage all relevant stakeholders to promote the Unified Campaign
- Must have active Registration with DGPR & PBA and capable enough to execute/ launch an extensive Media Campaign simultaneously in multiple cities

Above the Line Activations (ATL) Print & Electronic Media:

S.No	ITEM	SIZE	Quantity
1	Production of TVC & Campaign Song (Story Board ,script, site selection, transportation, post production ,editing, voice over, raw footage & final HD format)	1 minute	01
2	On-airing of TVC on various TV Channels	60seconds	90 spots for 30 days (3 spots at prime time per day)
3	Radio Spots (Production & Release) 5channels across 7 cities)	1 Minute	150 spots for 30 days (5 spots at prime time per day)
4	Release of TVC on Cable Network in 7 cities	1 Minute with two scrolls & PIP if required	30 days
5	PR Agency and Celebrity Endorsement	For whole campaign	In each activity
6	Supplement on national daily across Punjab & Designing of Press/Print Ads(Release on National & Local Dailies) & BTL Campaign Designing	Full Page Supplement Press Adz in Local &National Dailies in 7 cities of	4

		Punjab(27*4 / 18*6)	
7	Press Conference	--	1/-
8	WMC Forum- environmental experts, SWM experts, CM as guest, Governor as guest	--	1/-(just for Lahore)

Through the Line (TTL) Social Media:

Sr.no	ITEM	Quantity
1	Official Facebook page of WMC`s	7 pages for 28 days
2.	Post Designing	30 posts for 7 WMC`s
3.	YouTube Ad	
4.	Google Advert	

DRAFT

APPENDIX B: TIME SCHEDULE

B-1 EFFECTIVE DATE OF COMMENCEMENT OF SERVICES.

Effective Date shall be the _____, 2017.

B-2 TIME SCHEDULE OF SERVICES

Time period for service is Twenty days which is renewable or extendable with mutual consent of the parties.

DRAFT

APPENDIX C: REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT

C-1 TOTAL REMUNERATION/PAYMENT

Total Cost = PKR. -----/-(including all applicable taxes)

S.No	ITEM	SIZE	Quantity 'I'	Unit Price 'II'	Total Amount III=I*II
1	Production of TVC & Campaign Song (Story Board ,script, site selection, transportation, post production ,editing, voice over, raw footage & final HD format)	1 minute	01		
2	On-airing of TVC on various TV Channels	60seconds	90 spots for 30 days (3 spots at prime time per day)		
3	Radio Spots (Production & Release) 5channels across 7 cities)	1 Minute	150 spots for 30 days (5 spots at prime time per day)		
4	Release of TVC on Cable Network in 7 cities	1 Minute with two scrolls & PIP if required	30 days		
5	PR Agency and Celebrity Endorsement	For whole campaign	In each activity		
6	Supplement on national daily across Punjab & Designing of Press/Print Ads(Release on National & Local Dailies) & BTL Campaign Designing	Full Page Supplement Press Adz in Local &National Dailies in 7 cities of Punjab(27*4 / 18*6)	4		
7	Press Conference	--	1/-		
8	WMC Forum-environmental experts,	--	1/--(just for Lahore)		

	SWM experts, CM as guest, Governor as guest				
Total Amount (Inclusive of All Applicable Taxes) A					

Sr.no	ITEM	Quantity 'I'	Unit Price 'II'	Total Amount III=I*II
1	Official Facebook page of WMC`s	7 pages for 28 days		
2.	Post Designing	30 posts for 7 WMC`s		
3.	YouTube Ad			
4.	Google Advert			
Total Amount (Inclusive of All Applicable Taxes) B				
Total Amount (Inclusive of All Applicable Taxes) A+B				

C-2 PAYMENT SCHEDULE

- Lahore Waste Management Company shall make payments to firm on monthly basis by cross check within fifteen (15) days after receipt of approved invoice and relevant supporting documents approved by LWMC in the following manner.
 - i) Commercial and PRA invoices
 - ii) Acceptance Letter
 - iii) Appendix-C
 - iv) Acceptance Certificate verified by Departmental Head

NOTE: LWMC shall not be assumed responsible for any delayed payment due to firm fault.

APPENDIX D: SPECIAL CONDITIONS

D-1 PROJECT MANAGER (Refer Article 4.1)

Shall be Nominated by the Client

D-2 REPRESENTATIVE OF THE CLIENT (Refer Article 4.2)

Managing Director/ or any one nominated by him.

D-3 VENUE OF ARBITRATION (Refer Article 10)

Lahore, Pakistan

DRAFT