BID DOCUMENTS

For

SPRAY MEDICINES FOR FUMIGATION AND ANTI SMELL AGENT FOR DUMPING SITE (S)

UNDER FRAMEWORK CONTRACT (PPRA- 15)
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The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. 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 may result in the rejection of the Bid.

In case of any conflict of instructions/provisions herein with the Punjab Procurement Rules, 2014 (“the Rules”), the Rules shall prevail.
INVITATION TO BIDS

1. Gujranwala Waste Management Company, hereinafter referred to as “GWMC” or “the Client”, requires sealed bids for “PROCUREMENT OF SPRAY MEDICINES FOR FUMIGATION AND ANTI SMELL AGENT/PHENYLE FOR DUMPING SITE (S)’’.

2. The successful bidder will be bound to provide the “SPRAY MEDICINES FOR FUMIGATION AND ANTI SMELL AGENT/PHENYLE FOR DUMPING SITE (S)” under “Framework Contract” in a given time as decided by the Client.

3. Interested firms and contractors, registered with income tax and sales tax department, are invited to bid.


5. Bidders may obtain further information, inspect and acquire the bidding documents from the office of the Senior Manager (Procurement & Contracts), Gujranwala Waste Management Company (GWMC).

6. Bidding Documents may be purchased through a written application on payment of a non-refundable fee of Rs.1,000/-

7. All bids must be accompanied by a Bid Security amount not less than PKR: 3060/- Rupees Three Thousand & Sixty only in the favor of the Client having validity of 90 days period beyond the bid validity in shape of bank CDR from a schedule bank and must be delivered along with the financial bid. Bids submitted without bid security shall not be entertained and accordingly declared non-responsive.

8. Incomplete and overwritten bids will be rejected.

9. GWMC will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids.

10. In case of official holiday on submission date, next day will be the date of submission.

11. GWMC may reject all the bids subject to relevant provision of Punjab Procurement Rules 2014.
INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

12.1.1 The Client wishes to receive Bids for “PROCUREMENT OF SPRAY MEDICINES FOR FUMIGATION AND ANTI SMELL AGENT/PHENYLE FOR DUMPING SITE (S)” as specified in Technical Specifications attached hereto (hereinafter referred to as “the Services”). Successful bidder shall be an independent service provider liable and able to provide all the Services including transportation of the material to the site. All arrangements will be the responsibility of the successful bidder.

1.2 The bid is to be completed and submitted to the Client in accordance with these instructions to Bidders and relevant rules/regulations.

2. Eligible Bidder

The invitation for Bid is open to all the contractors as per PPRA Rules 2014, Chapter 1, General Provisions and definition of contractors registered with Income and Sales Tax Department.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will not be responsible or liable for those costs.

4. Joint Ventures

4.1 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 for execution 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 the joint venture must be provided by the joint venture partners and shall be submitted with the Bid.

5. **Assurance**

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite Services, within the time as mutually agreed in the agreement.

**BIDDING DOCUMENTS**

6. **Contents of Bidding Documents**

6.1 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:

I. Instructions to Bidders
II. Technical Specifications
III. Bid Form
IV. Schedules:
   i) Schedule-A Conditions of Contract
   ii) Schedule-B Price Schedule
V. Bid Security Form
VI. Performance Security Form
VII. Form of Contract Agreement
VIII. Appendices

6.2 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 may result in the rejection of the bid.
7. **Clarification of Bidding Documents**

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

**Senior Manager (Procurement & Contracts)**

2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

GWMC will respond in writing to any request for information or clarification of the bidding documents received prior to the deadline for the submission of bid which it receives.

8. **Amendment of Bidding Documents**

8.1 At any time prior to the deadline for submission of bid, the Client 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.

8.2 The amendment shall be part of the bidding documents, pursuant to Clause 8.1, will be notified in writing 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.

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

**BID PREPARATION**

9. **Language of Bid**

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

*No hand-written bid will be accepted.*
10. **Documents Comprising the Bid**

The evaluation of Bid submitted shall be inclusive of, but not 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 provided in the Bidding Documents for one or all the items as mentioned therein in accordance with Clauses 12 and 13.

c) **Bid Security**

The bidder shall furnish Bid Security in accordance with Clause 14.

11. **Bid Form**

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

12. **Bid Prices**

12.1 The bidder shall complete Schedule-B for all or any one of the items on which he wants to quote rate as per the instructions contained in this document.

12.2 Prices quoted in the price schedule for the Services should be entered in the following manner:

a) The price of the Services will be quoted for Gujranwala inclusive of after sale Services at the address provided in Schedule-A.

b) Bidders shall quote rate for one or more items in Schedule-B and should write nil against item not quoted.

c) The blank or partially/conditionally filled Schedule-B of any item is considered non-competitive for the specific item.

d) The price is to be submitted in Pak Rupees (PKR) only and should include all taxes.

12.3 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.
13. **Bid Currencies**

Prices shall be quoted in Pak Rupees (PKR).

14. **Bid Security**

14.1 Pursuant to Clause 10(c), the bidder shall furnish, as part of its bid, a bid security equal to PKR 3,060/-.

14.2 The bid security shall be denominated in Pak Rupees and shall be in shape of Call Deposit Receipt (CDR) in favor of Gujranwala Waste Management Company, Gujranwala.

*The Bidder/Contractor should mention the CDR number at the financial bid.*

14.3 The bid not secured in accordance with Clauses 14.1 and 14.2 above may be liable to rejection by the Client as non-responsive.

14.4 An unsuccessful bidder's bid security will be released or returned as promptly as possible upon award of the Contract.

14.5 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Clause 32, and after providing the performance security, unless mutually agreed to otherwise.

14.6 The bid security may be forfeited:

- if the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or

- if the bidder fails:
  
  (a) to sign the contract in accordance with Clause 31, or

  (b) to furnish the performance security in accordance with Clause 32.

15. **Period of Validity of Bid**

15.1 The bid shall remain valid for ninety (90) days from the date of bid closing prescribed by the Client, pursuant to Clause 18.

15.2 Notwithstanding Clause 15.1 above, the Client 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 fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 14.1 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.
16. **Format and Signing of Bid**

16.1 The bidder shall submit duly filled original Bidding Document.

16.2 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original bid 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 authorized person signed the bid.

16.3 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.

17. **Sealing and Marking of Bid**

17.1 The bidder shall seal the original Bid into a single envelope.

17.2 The Technical Bid/Technical Specifications should be clearly and legibly written with relevant price quoted in front of each of the Services.

17.3 The envelopes shall:

(a) Be addressed to the following address:

Senior Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmccom.pk

(b) Bear the following identification:

**BID FOR “PROCUREMENT OF SPRAY MEDICINES FOR FUMIGATION AND ANTI SMELL FOR DUMPING SITE (S)”**

**DO NOT OPEN BEFORE 11:30 A.M. ON January 23, 2017 Monday**

**CLOSING TIME FOR SUBMISSION OF BIDS IS 11:00 A.M ON SAME DAY**

17.4 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”.

17.5 Electronics Bids will not be entertained.

18. **Deadline for Submission of Bid**

18.1 The original bid must be received by the Client at the address and time specified in Clause17.3 (a) (b) above.
18.2 The Client may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 8, in which case all rights and obligations of the Client and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Late Bid

The bid received by the Client after deadline for submission of bid prescribed by the Client, pursuant to Clause 18, will be rejected and returned unopened to the bidder.

20. Modification and Withdrawal of Bid

20.1 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 Client prior to the deadline prescribed for submission of bid.

20.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 17.1 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.

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

20.4 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 14.6.

OPENING AND EVALUATION OF BID

21. Opening of Bid

21.1 The bid shall be opened, on the same date after passage of at least 30 minutes after the submission deadline, by the Client in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 18.1, at the office of the Client, given in Clause 17.3(a). The bidder's representatives who are present shall sign a register evidencing their attendance.

21.2 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 Client, at its discretion, may consider appropriate will be announced and recorded at the opening.

21.3 Bids shall be awarded as per Technical Evaluation Criteria (Appendix-B) and least cost method and not lowest price method.
22. **Clarification of Bid**

To assist in the examination, evaluation and comparison of bid, the Client 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.

23. **Determination of Responsiveness of Bid**

23.1 Prior to the detailed evaluation of the bid, pursuant to Clause 25, the Client 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.

(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 should meet the major technical criteria as specified in Technical Specifications/Technical Bid Form of this document;

(e) *Offers fixed price inclusive of all taxes quotations i.e. the bid do-not offer a scalable price quotation*;

(f) is otherwise complete and generally in order;

(g) Conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one that:

(i) Affects in any substantial way the scope, quality or performance of the Services; or

(ii) Limits in any substantial way, inconsistent with the bidding documents, the Client's rights or the bidder's obligations under the Contract.

23.2 The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

23.3 The bid determined as not substantially responsive will be rejected by the Client and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.

23.4 The Client may waive any minor informality or non-conformity or irregularity in the bid.
24. **Evaluation and Comparison of Bids**

The Client will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 23, as stated herein.

25. **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 in accordance with Technical Evaluation Criterion attached as Appendix-B. The evaluation and comparison of the Bid will be done on basis of lowest composite cost. The contract will be awarded to those Bidders who are technically sound and who’s evaluated Bid Price is lowest with respect to competitive bidders and market rates.

26. **Contacting the Client**

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

27. **Client's Right to Accept the Bid or Reject the Bid**

The Client reserves the right to reject the bids pursuant to Rule 35 of the Rules at its 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(s) as to justification for the Client's action.

**AWARD OF CONTRACT**

28. **Post-qualification and Award Criteria**

28.1 The Client will determine to its satisfaction whether the bidder has offered the Services at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract and in doing so, may allow the bidder to make up any shortcoming in the bid which does not negatively impact the performance and financial value of the Services to be provided.

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 26 above, the Client will award the Contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the Client, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.
29. **Client’s Right to Vary Quantities at Time of Award**

   The Client reserves the right at the time of award of Contract to increase or decrease the quantity of the Services to be procured, 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 Client 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 33 below.

31. **Signing of Contract**

   31.1 After the acceptance of performance security, if applicable, by the Client, the Client may send to the successful bidder a formal agreement format if required by client, incorporating all the terms and conditions herein.

   31.2 Within two (2) days of the receipt of such formal agreement if required by Client, the bidder/Service Provider shall sign the same and return it to the Client.

32. **Performance Security**

   Upon the receipt of the Letter of Acceptance from the Client the successful bidder shall deposit 5% **Performance Security** in the form of Bank Guarantee/CDR.

   *The Bidder/Contractor should clearly mention the Bank Guarantee/CDR number in the letter of acceptance reply or performance security submission letter.*

33. **Income Tax & General Sales Tax**

   The Client may make inquiries on income tax to the concerned authorities of Income Tax and (If Applicable) General Sales Tax Department, Government of Pakistan.

34. **Framework Contract**

   This Procurement will be carried out under Framework contract and will be for one year time period starting from agreement signing date or Purchase Order Date and ‘framework contract’ means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of Services, Services or works over a specific period against an agreed sum or rate per item or lump sum.
APPENDIX-A

TECHNICAL SPECIFICATIONS

“PROCUREMENT OF SPRAY MEDICINES FOR FUMIGATION AND ANTI SMELL AGENT/PHENYLE FOR DUMPING SITE (S)”

The contractor should supply the medicines as per following quantity;

1. Max-3 (1 liter) Quantity (60)
2. Chlorpyrifos (1 liter) Quantity (60)
3. Deltamethrin (1 liter) Quantity (60)
4. Phenyl / Other Anti smell agent (3 Liter) Quantity (60)

Delivery of Medicine: After the issuance of Work Order/Purchase order by GWMC, the contractor is bound to provide the Medicine as and when required by the Spray Medicine. The delivery of Medicine at the designated offices/points shall be the responsibility of the Contractor.

Fumigation:

All Type of insects, Dengue Mosquitoes, Malarial Mosquitoes, Flies & Rodents (Rats) control medicine

Control and Efficiency:

- Chemicals must be very safe for environment and human beings. And
- Odorless, means having no pungent smell.
- Colorless, means leaving no stain on wall and furniture and other equipment.
- Non-irritant means creating no irritation on skin, eyes, lips etc
- Highly effective, Non-persistent.
- Friendly for environment and human beings and animals (at our premises)
BID FORM

To:

Senior Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda, if any.

(b) We offer to provide the Medicines to the Client in conformity with the Bidding Documents and as per Framework Contract Rule-15 PPRA;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:

(d) The discounts offered and the methodology for their application is:

(e) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the value of the contract for the due performance of the Contract.

(g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative/revised offers in accordance with the Bidding Document and or relevant laws;

(h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Client or the Government of Punjab;
(i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

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<th>Name of Recipient</th>
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(k) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(m) We agree to permit the Client or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank, or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

(n) We undertake, if our above stated individual Bids for any or more items are accepted, we shall be bound to complete the work in accordance with the Contract Execution Schedule provided in the Schedule-A conditions of the Contract to Bid.

(o) If our individual Bids for any one or more items are accepted, we shall deposit 5% Performance Security in the shape of Bank Guarantee or CDR to the Client, for due performance of the Contract.

(p) We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening pursuant to Clause 21 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.

(q) 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.

(r) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

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

(t) We understand that all the Appendices/Schedules/Documents attached hereto form part of this Bid and further declare that we have completely read and understood the same, the contents whereof shall be binding on us.

Name

Tender reference No: PRC/16/145/229
In the capacity, of ____________________________________________

Signed

________________________________________________________________________

Duly authorized to sign the Bid for and on behalf of

Witness:

Name: ___________
Signature: ___________
Address: ___________
Occupation: ___________
Date ________________________________

WITNESS

Signature ___________________________ Signature ___________________________
Name _______________________________ Name _______________________________
Title: _______________________________ Title: _______________________________
Address: ___________________________ Address: ___________________________
SCHEDULE–A: CONDITIONS OF CONTRACT

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

1. The Services shall be delivered at workshop of GWMC.

2. The successful bidder shall deposit 5% Performance Security in the shape of Bank Guarantee/CDR and valid for one year (12 Months). The performance security number should be clearly mentioned at the submission letter.

3. Services to be delivered as required and within the time period determined by the Client.

4. Any delay in delivery or provision of sub-quality material or any violation of contract may be liable to a penalty of up to 10% of the total bid price.
1. The total Bid Price shall include all **Applicable Taxes & Duties and Charges** up to the delivery point and other Services to be provided under the Contract.

2. Where no prices are entered against any item, the price of that item shall be deemed to be nil and can be considered that the Bidder is not interested to compete for this specific item / equipment.

3. The rate can be quoted for all of the items and contract will be awarded accordingly, item-wise quoted rates are not acceptable and would result in rejection of Bid along with forfeiting of deposited Bid Security.

4. The proposals or bids should include the suggested terms of payment and full breakdown of all costs must be given.

Signature of Bidder _______________________

Tender reference No: PRC/16/145/229

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BID SECURITY FORM

The Total Bid Security amounting to Rs. ______________ (Rupees ______________ only) (fixed) in shape of “Call Deposit Receipt” of the Bank (Name)_____________________________ is attached in accordance with Clauses 14 of the Instruction to Bidder for the supply of the items. The enclosed CDR number is__________.

Signature of Bidder ____________________________
PERFORMANCE SECURITY FORM

To:

Senior Manager (Procurement & Contracts)
2nd Floor, Gujranwala Chamber of Commerce & Industry
Chamber Plaza, Aiwan-e-Tijarat Road, Gujranwala.
Tel: 055-9200890-92, Fax: 055-9201265,
Email: info@gwmc.com.pk

WHEREAS (Name of the Contractor) ___________________________________________
hereinafter called "the Contractor" has undertaken, in pursuance of “INVITATION TO BID FOR
THE “PROCUREMENT OF SPRAY MEDICINES FOR FUMIGATION AND ANTI
SMELL AGENT/PHENYLE FOR DUMPING SITE (S)” procurement of following:

1. [Please insert details]. (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 scheduled 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 _______, 2018__, 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______________________________________

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FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the --- day of ------, 2017, between -------- of ------- (hereinafter “the Client”), of the one part and -------- of ----------- hereinafter called the Supplier, of the other part:

WHEREAS the Client invited bids for certain Services viz., ________________ and has accepted a Bid by the Supplier for the supply of those Services in the sum of ________________________________ (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Client’s Notification to the Supplier of Award of Contract (Letter of Acceptance);
   (b) the Form of Bid and the Price Schedules submitted by the Supplier;
   (c) the General Conditions of Contract;
   (e) the Schedule to Bid (other than Price Schedule);
   (f) Appendices to Bid;
   (g) Specifications; and
   (h) Drawings, if any.

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

3. In consideration of the payments to be made by the Client to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Client to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the

1 This contract agreement is for reference only; format, and terms and conditions of finally executed contract agreement are subject change.
Contract at the times and in the manner prescribed by the Contract.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

Signature of the Supplier

________________________

(Seal)

Signature of the Client

________________________

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

________________________

(Name, Title and Address)

Witness

________________________

(Name, Title and Address)
(APPENDIX-B)

TECHNICAL EVALUATION CRITERION

“PROCUREMENT OF SPRAY MEDICINES FOR FUMIGATION AND ANTI SMELL AGENT/PHENYLE FOR DUMPING SITE (S)”

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Certificate of Registration of person, firm, company or an organization under the laws of Pakistan</td>
</tr>
<tr>
<td>2</td>
<td>Registration with NTN /Valid Income Tax Registration</td>
</tr>
<tr>
<td>3</td>
<td>Registration with Sales Tax Authorities</td>
</tr>
<tr>
<td>4</td>
<td>Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.</td>
</tr>
<tr>
<td>5</td>
<td>Latest certified Bank Statement of last 12 months showing running balance to the satisfaction of client and closing balance equivalent to 20% of project cost/contract value.</td>
</tr>
</tbody>
</table>

AWARD OF CONTRACT UNDER FRAMEWORK CONTRACT

NOTE: All technical proposals will be evaluated on basis of above given evaluation criteria and bidders who do not fulfill above mentioned technical criteria will be considered as technically non responsive bidders and will not be taken into consideration for comparative financial evaluation. However technically qualified bidders (Responsive to Technical evaluation Criteria) will be considered responsive bidder, and among technically responsive bidders the bidder with lowest financial proposal will be awarded the contract under framework contract (Rule No-15 PPRA). Framework contract will be for one year time period starting from date of work order issuance and ‘framework contract’ means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of Services, Services or works over a specific period against an agreed sum or rate per item or lump sum.