

**INVITATION FOR BID**  
**INSTRUCTIONS TO THE PREQUALIFIED BIDDER(S)**



**HYDERABAD MUNICIPAL CORPORATION**

**April 2015**

### **IMPORTANT NOTICE**

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This Invitation for Bid is provided to the Bidder solely for use in preparing and submitting Bid for Transportation of garbage from the City Union Councils (Hyderabad City) Project for a term of the Service Period. This Invitation for Bid is being issued by the Hyderabad Municipal Corporation, Government of Sindh, solely for use by Prequalified Bidder in considering the Project. *Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Invitation for Bid.*

The evaluation criteria were determined by Hyderabad Municipal Corporation Government of Sindh. Neither any of these entities, nor their consultants, advisors (including the transaction advisor), employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this Invitation for Bid or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs fees, damages or expenses incurred by the recipient in evaluating or acting upon this Invitation for Bid or otherwise in connection with the Project as contemplated herein.

The Bid submitted in response to this Invitation for Bid by the Bidder shall be upon the full understanding and agreement of any and all terms of this Invitation for Bid and such submission shall be deemed as an acceptance to all the terms and conditions stated in this Invitation for Bid. The Bid in response to this Invitation for Bid submitted by the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of this Invitation for Bid and has independently verified all the information received (whether written or oral) from the Government of Sindh (including from its employees, personnel, agents, consultants, advisors and contractors etc.). This Invitation for Bid does not constitute a solicitation to invest, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Government that the Project will be awarded. The Hyderabad Municipal Corporation Government of Sindh reserves its right, in its full discretion, to modify the Invitation for Bid and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

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## 1. DEFINITIONS

All capitalised terms not defined herein shall have the meaning set forth in the Service Agreement.

<b>Authority</b>	has the meaning set forth in Section 2.1.1
<b>Eid</b>	has the meaning set forth in Section 4.1.1
<b>Bid Data Sheet</b>	means the data sheet attached as ANNEX 1 ( <b>BID DATA SHEET</b> )
<b>Bidder</b>	An enterprise or consortium that has been prequalified as a bidder in terms of the Prequalification Document
<b>Bid Costs</b>	has the meaning set forth in Section 2.3.1
<b>Bid Security</b>	the security deposit that a Bidder must provide, in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Government (with a minimum credit rating of 'AA-' according to the PACRA rating scale for financial institutions), in form and substance as attached hereto as FORM B to ANNEX 2 ( <b>FORMS</b> ) and in the amounts and conditions specified in Section 4.4.1 ( <b>Bid Security</b> ), it being clarified that the Bid Security shall not be in the form of an insurance or corporate guarantee
<b>Bid Security Expiry Date</b>	has the meaning set forth in Section 4.4.1.1
<b>Bid Security Validity Period</b>	has the meaning set forth in Section 4.4.1.2
<b>Bid Submission Deadline</b>	has the meaning set forth in Section 5.3.1
<b>Bid Validity Period</b>	has the meaning set forth in Section 4.6.1
<b>Bidding Documents</b>	has the meaning set forth in Section 3.1.1
<b>Bidding Process</b>	has the meaning set forth in Section 2.1.2
<b>Bid Evaluation Report</b>	has the meaning set forth in Section 6.7
<b>Clarification/Comments Request Deadline</b>	has the meaning set forth in Section 3.3.1.2 and is specified in the Estimated Timetable
<b>Service Agreement</b>	the Service Agreement is attached as to ANNEX 3 ( <b>SERVICE AGREEMENT</b> )
<b>Service Period</b>	means a term of three (3) years from the signing date of the Service Agreement.
<b>Consortium</b>	a Bidder comprised of a group of two or more

	enterprises formed to submit a Bid and, if applicable, to carry out the Service Agreement.
<b>Estimated Timetable</b>	has the meaning set forth in Section 2.4.1
<b>Evaluation Committee</b>	has the meaning set forth in Section 6.1.1
<b>Final Bidding Documents</b>	has the meaning set forth in Section 3.4.1
<b>Financial Bid</b>	has the meaning set forth in Section 4.4.2.1
<b>Financial Bid Envelope</b>	has the meaning set forth in Section 5.2.1
<b>Invitation for Bid</b>	means this invitation for bid including its Annexes and Forms
<b>Integrity Pact</b>	the instrument entitled 'Integrity Pact' as attached to this Invitation for Bid as FORM D to ANNEX 2, duly signed by the Government and the Bidder
<b>Member</b>	an enterprise that is part of a Bidder on an exclusive basis and that will invest equity in the Consortium
<b>Notification of Award</b>	has the meaning set forth in Section 7.4.1
<b>Operator</b>	means the Project Company after signing of the Service Agreement in accordance with Section 7.5.1
<b>Performance Security</b>	the security deposit that a Bidder must provide, in the form of a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Government (with a minimum credit rating of 'AA-' according to the PACRA rating scale for financial institutions), in the amounts and conditions specified in Section 7.6 (Furnishing of the <i>Performance Security</i> ), it being clarified that the Bid Security shall not be in the form of an insurance or corporate guarantee
<b>Preferred Bidder</b>	shall mean the Bidder selected pursuant to this Invitation for Bids
<b>Prequalification Application</b>	means the application submitted by prospective bidder seeking to prequalify for the Project in conformity with the requirements of the Prequalification Document
<b>Prequalification Document</b>	means the prequalification document containing detailed instructions to prospective bidder made available following the public notice.
<b>Project</b>	has the meaning set forth in Section 2.1.2

<b>Project Company</b>	has the meaning set forth in Section 7.5.1
<b>Project Cost</b>	means the estimated cost of the Project as will be set out in each Bidder's Financial Bid, in accordance with ANNEX 2, FORM F, Attachment 2 ("Estimated Project Cost")
<b>Response to Questions Document</b>	has the meaning set forth in Section 3.3.1.3
<b>Rules</b>	means the Sindh Public Procurement Rules, 2010.
<b>Successful Bidder</b>	has the meaning set forth in Section 7.2.1
<b>Technical Bid</b>	has the meaning set forth in Section 4.2.1
<b>Technical Documents</b>	means the documents listed in the Section 4.2.1
<b>Technical Bid Envelope</b>	has the meaning set forth in Section 5.2.1

## **2. INTRODUCTION & PROJECT DESCRIPTION**

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### **2.1 INTRODUCTION**

- 2.1.1 The Hyderabad Municipal Corporation, Government of Sindh (the "Authority") desires to improve the overall quality of living in Hyderabad. The Authority aims to remove rubbish and debris through a service contractor on specific cost to be levied on the citizens.
- 2.1.2 In order to facilitate the general public, the Authority is seeking to award a Project, for the Transportation of garbage from the City zone (Hyderabad City) (the "Project" as detailed in Section 2.2 below) to provide service as specified by the Authority for a term of the Service Period through a fair and transparent competitive bidding process (the "Bidding Process").
- 2.1.3 This Invitation for Bid is being issued by the Authority as part of the Bidding Process, to the prospective Bidder that has been prequalified by the Authority following the evaluation of its Prequalification Application submitted in accordance with the terms and conditions of the Prequalification Document.

### **2.2 PROJECT DESCRIPTION**

- 2.2.1 The Project is initiated for the provision of Lifting and transportation of garbage from the City Union Councils (1 to 20) zone to the dumping site via GTS (Garbage Transfer Station).
- 2.2.2 The Lifting of garbage would be done manually and from the loaders etc from inside the entire UCs of City zone for a term of Two (2) years (the "Service Period");
- 2.2.3 The basic components of the Project are:
- 2.2.3.1 to establish Door to Door collection of garbage in 3 Union Council of City zone initially starting from a mutually agreed union councils from the signing of this Contract and shall be firmed up in next three months. Extension of this service to other areas shall be done with mutual consent;
- 2.2.3.2 Debris shall be removed by the contractor on specific cost to be levied on the citizen by HMC. All challan pertaining to fine of debris recovered by HMC be re-imbursed to the contractor as additional scope of work if the Contractor has actually removed those debris at his own cost;
- 2.2.3.3 The Contractor shall coordinate with shopkeepers association at various markets to ensure collection of waste from their shops on regular basis. HMC shall provide all support in all circumstances;
- 2.2.3.4 Managing the Dumping site.
- 2.2.3.5 Managing the GTS
- 2.2.3.6 Establish Service station in the workshop for maintenance and repair of government and own vehicles.



**2.3 BID COSTS**

2.3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bidder's participation in the Bidding Process (the "Bid Costs") including, without limitation, all costs and expenses related to, participation in pre-bid conference, preparation and submission of the Bidding Documents, the provision of any additional information, conducting due diligence of the Project, visits to the Project site, engagement of consultants, advisors and contractors etc. and in discussion with the Authority shall be, in each case, borne by the Bidder (including all consortium members as applicable) the provision of any additional information, preparation of questions or requests for clarification to the Authority, preparation of Bidders' questions during the clarification process and discussions on the Service Agreement.

2.3.2 The Authority shall not be responsible or liable to pay any Bid Costs of the Bidder, regardless of the conduct or outcome of the Bidding Process.

**2.4 TIMETABLE**

2.4.1 The estimated timetable for the Bidding Process is as follows (the "Estimated Timetable"):

Activity	Target Date
Final Bidding Documents Issuance	- -2015
Pre-Bid Conference / Meeting	- -2015
Bid Submission Deadline	- -2015 at 2.00pm
Technical bid/proposal Opening	- -2015 at 3.00 p.m.
Financial Bid Opening-Technically qualified bidder(s) will be conveyed date and time	Tentative - -2015 at 2.00pm
Publication/Communication of bid evaluation report(BER) to the Bidder(s) and SPPRA (hoisting for atleast seven days on SPPRA website before award)	Tentative - -2015
Notification of Award	Tentative - -2015
(Performance Guarantee to be furnished by successful bidder within 28 days after issuance of letter of acceptance /award and signing of service agreement within 14 days as per regulations of SPPRA)Execution of the Service Agreement with Successful Bidder	Tentative - -2015

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**2.4.2 The Authority may, in its sole discretion and without prior notice to the Bidder, amend the Estimated Timetable. The Bidder shall not rely in any manner whatsoever on the Estimated Timetable and the Authority shall not incur any liability whatsoever arising out of amendments to the Estimated Timetable.**

**3. BIDDING DOCUMENTS**

**3.1 CONTENT OF BIDDING DOCUMENTS**

3.1.1 The nature of the Project, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents, which include the following (collectively, the "Bidding Documents"):

Document	
<b>1</b>	<b>Invitation for Bid</b>
<b>2</b>	<b>Annexes to Invitation for Bid:</b>
<b>Annex 1</b>	<b>Bid Data Sheet</b>
<b>Annex 2</b>	<b>Forms</b>
	<b>Form A</b> Bid Form
	<b>Form B</b> Power of Attorney
	<b>Form C</b> Conflict of Interest Statement
	<b>Form D</b> Integrity Pact
	<b>Form E</b> Bid Security
	<b>Form F</b> Financial Bid
<b>Annex 3</b>	<b>Service Agreement</b>
<b>Annex 4</b>	<b>Technical Evaluation Criteria</b>
<b>Annex 5</b>	<b>Content of Technical Bid</b>
<b>3</b>	<b>Addenda and amendments to the documents listed above, if the Authority issues any.</b>

3.1.2 The Bidder shall examine all instructions, terms and conditions, forms, specifications and other information contained in the Bidding Documents. If the Bidder,

- (a) fails to provide all documentation and information required by the Bidding Documents; or
- (b) submits a Bid which is not substantially responsive to the terms and conditions of the Bidding Documents; such action shall be at the Bidder's risk and the Authority may determine that the Bid is non-responsive to the Bidding Documents and may reject it.

**3.2 PRE-BID CONFERENCE**

- 3.2.1.1 The Authority may organize a pre-bid conference on the dates specified in the Estimated Timetable in order to discuss any further comments the Bidder might have with respect to the Project and the Bidding Documents. The Bidder will be given the opportunity to discuss their comments and suggested changes to the Service Agreement in the pre-bid conference.
- 3.2.1.2 Subject to the provisions of the Rules pertaining to negotiations, including but not limited to sections 53, 66(9), 79 and 83, the Service Agreement is open to negotiations with the bidder(s) and the same shall be permissible during the pre-bid conference and to the extent possible under the SPPRA Rules after the bid has been received.
- 3.2.1.3 The Authority, however, reserves the right to call any additional pre-bid conferences, if it so desires to.

### **3.3 BIDDER'S COMMENTS AND CLARIFICATIONS ON BIDDING DOCUMENTS**

#### **3.3.1 Bidders' requests for clarification, comments and mark-up of the Bidding Documents**

- 3.3.1.1 A Bidder requiring any clarification on the Bidding Documents may send an electronic request for clarification to the Authority. The Bidder may also propose amendments/comments to the Bidding Documents to be made directly in the Bidding Documents in track change mode with a separate note explaining the rationale behind any suggested amendment or modification. Any such comments shall be sent by e-mail to the Authority.
- 3.3.1.2 Any such clarification request / comments or mark-up as specified in this Section shall be addressed **before 14:00 (Pakistan time) on the Clarification / Comments Request Deadline**, which shall be at least 3 days before the pre-bid conference. The Authority shall provide response to such queries as soon as possible.
- 3.3.1.3 Electronic copies of the response, including an explanation of the query but not identification of its source (the "**Response to Questions Document**"), shall be sent to the Bidder. The Authority reserves the right not to consider such comments or amendments of the Bidding Documents. Any substantial changes that affect the structure of Bidding Documents or the Project shall in no case be taken into consideration.

### **3.4 AMENDMENT OF BIDDING DOCUMENTS**

- 3.4.1 At any time before the Bid Submission Deadline the Authority may amend the Bidding Documents, for any reason, whether at its own initiative, or in response to the Bidders' questions, comments or mark-up provided in accordance with Section 3.3 above. In such a case, the revised versions of the Bidding Documents shall be then issued (the "**Final Bidding Documents**") on the date of issuance of Final Bidding Documents as specified in the Estimated Timetable.
- 3.4.2 No other communications of any kind whatsoever, including, without limitation, the Response to Questions Document, shall modify the Bidding Documents.

### **3.5 BIDDERS DUE DILIGENCE**

### **3.5.1 Information Provided by the Authority**

- 3.5.1.1 The Bidder is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and for seeking any other independent advice necessary for the preparation of Bid, negotiation of agreements, and the subsequent delivery of all services to be provided by the Successful Bidder.
- 3.5.1.2 No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Authority or its advisors, employees, consultants or agents, for the completeness or accuracy of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Service Agreement. The Authority and its advisors, employees, consultants and agents shall not be liable to any person or entity as a result of the use of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Service Agreement.
- 3.5.1.3 The Bidder shall not rely on any oral or written statements made by the Authority or its advisors, employees, consultants or agents.
- 3.5.1.4 The Bidder shall, prior to submitting their Bid, review all requirements with respect to corporate registration and all other requirements that apply to companies that wish to conduct business in the Authority's country. The Bidder is solely responsible for all matters relating to their legal capacity to operate in the jurisdiction to which this Bidding Process applies. The Bid submitted in response to this Invitation for Bid will be submitted upon a full understanding and agreement of terms of this Invitation for Bid and, therefore, the submission of Bid in response to this Invitation for Bid would be deemed as acceptance to the said terms.

#### 4. BID PREPARATION

##### 4.1 CONTENT OF BID

4.1.1 The Bidder must prepare and submit its Bid in full compliance with the requirements of this Invitation for Bid together with the submission of the documents, forms and instruments required for submission by this Invitation for Bid. The Bidder shall submit the following documents (together the "Bid"):

1. Technical Bid
2. Financial Bid

##### 4.2 TECHNICAL BID DOCUMENTS

###### 4.2.1 FORMAT OF THE BIDDING DOCUMENTS

The Bidder shall submit a technical proposal (the "Technical Bid") by completing the following documents (collectively, the "Technical Documents"):

PART	DESCRIPTION	REFERENCE
Part I	Bid Form as required under Section 4.2.2	ANNEX 2 – FORM A
Part II	Power of Attorney required under Section 4.2.6	ANNEX 2 – FORM B
Part III	Conflict of Interest Statement required under Section 4.2.7	ANNEX 2 – FORM C
Part IV	Equity Structure of the Operator required under Section 4.2.9	ATTACHMENT 1 TO THE FINANCIAL BID FORM
Part V	Integrity Pact required under Section 4.2.6	ANNEX 2 – FORM D
Part VI	Contents of Technical Bid	ANNEX 5

###### 4.2.2 BID FORM

In Part I of the Technical Documents, the Bidder shall complete and sign the Bid Form in the form attached hereto as FORM A of ANNEX 2 (FORMS).

###### 4.2.3 ROLES OF MEMBERS AND CONSORTIUM

The Bidder must describe in detail the individual roles of their Members and Consortium, as well as the nature of their planned legal relationships between them.

#### 4.2.4 SUPPORTING INFORMATION & DOCUMENTATION

The Bidder may submit any other supporting information or documentation, which shall not exceed five (5) pages, that may assist the Evaluation Committee in the evaluation process and the same may be annexed to the Bid.

#### 4.2.5 INTELLECTUAL PROPERTY RIGHTS

The Bidder must provide a list of intellectual property rights together with the assignments and transfers and the licenses of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Bidder's Bid, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.

#### 4.2.6 POWER OF ATTORNEY

In Part II of the Technical Documents, the Bidder (or if the Bidder is a Consortium, each Consortium member) shall provide a written power of attorney substantially in the form attached hereto FORM B of ANNEX 2 (FORMS), duly stamped and notarized, indicating that the person(s) signing the Bid are authorized to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity.

#### 4.2.7 CONFLICT OF INTEREST STATEMENT

In Part III of the Technical Documents, the Bidder (or if the Bidder is a Consortium, each Consortium member) shall provide a written Conflict of Interest Statement, substantially in the form attached hereto as FORM C of ANNEX 2 (FORMS), regarding any existing, potential, possible or future conflict of interest that a Bidder (and each member of a Consortium) may have with the Bidding Process, the Project, the Authority or any agency, instrumentality, consultant or advisor thereof (as such consultants and advisors are provided in the Bid Data Sheet).

#### 4.2.8 INTEGRITY PACT

The Bidder must provide the Integrity Pact in the form attached hereto as FORM D of ANNEX 2 (FORMS), duly signed by the Authority and the Bidder (in case the Bidder is a Consortium, by the lead Member).

#### ~~4.2.9 EQUITY STRUCTURE OF THE OPERATOR~~

De eted.

#### 4.3 TECHNICAL BID

- 4.3.1 The Bidder shall submit a Technical Bid the content of which is specified in Annex 5 (Content of Technical Bid). The Technical Bid shall be prepared in conformity with the technical requirements specified in the Service Agreement and this Invitation for Bid and must adhere to the format described herein.

#### 4.4 FINANCIAL BID

##### 4.4.1 BID SECURITY

- 4.4.1.1 The Financial Bid submitted by the Bidder must be accompanied by a Bid Security in an amount equal to one percent (1%) of the Project Cost (as set out by the Bidder in the Bid) in Pakistani Rupees which shall remain valid for a period of one hundred and twenty (120) days beyond the Bid Submissions Deadline (the "Bid Security Expiry Date").
- 4.4.1.2 The Bid Security shall be in the form and substance as attached hereto as FORM E of ANNEX 2 (FORMS). It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained. The Bidder shall ensure that the Bid Security remains valid for a period of twenty eight (28) days after the end of the original Bid Validity Period and twenty eight (28) days after any extension of the Bid Validity Period subsequently requested by the Authority in accordance with Section 4.6 (the "Bid Security Validity Period"). In the event the Bid Security expires prior to the Bid Security Expiry Date, the Bidder shall procure an extension of the Bid Security, at least fifteen (15) days prior to its expiry so that it remains fully valid and effective until the Bid Security Expiry Date. In event of failure by the Bidder to extend the Bid Security, at least fifteen (15) days prior to its expiry, the Authority shall be entitled to draw down in full the Bid Security upto its full outstanding value.
- 4.4.1.3 If the Bid is not accompanied by a Bid Security or accompanied by a Bid Security that is not in accordance with this Invitation for Bid, shall be rejected by the Authority as being non-responsive. The Bid Security of a Bidder that is a Consortium shall be in the name of all of the Members in such Consortium submitting the Bid.
- 4.4.1.4 The Authority shall release the Bid Security of the unsuccessful Bidder once the Service Agreement has been signed or upon expiry of the Bid Security Validity Period.
- 4.4.1.5 The Bid Security of the Successful Bidder shall be returned upon delivery to the Authority of the Performance Security (as defined in and required by the Service Agreement).
- 4.4.1.6 The Bid Security may, in the discretion of the Authority, be drawn in the full amount by the Authority in the following circumstances:
- (i) If the Bidder (or any member of a Consortium if the Bidder is a Consortium) withdraws its Bid during the Bid Validity Period; or
  - (ii) In the case of the Successful Bidder, if the Successful Bidder fails to:
    - (a) execute the Service Agreement for any reason attributable to it prior to the time set forth in the Estimated Timetable; or
    - (b) furnish the Performance Security, as required by the Service Agreement;
    - (c) achieve all the conditions precedents agreed in the executed Service Agreement including but not limited to achieving Financial Close and



the detailed design of the Project.

- (iii) If the Bidder or the Successful Bidder (i) resorts to deceit and/or fraud in its dealings with the Authority (including the Evaluation Committee), its advisors, employees, consultants or agents or otherwise in relation to the award of the Service Agreement; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any Authority's employee involved with the Bid or the award of the Service Agreement; and
- (iv) In the case of the Successful Bidder, in accordance with the Service Agreement.

#### 4.4.2 FINANCIAL OFFER

4.4.2.1 The Bidder shall submit a Financial Bid by completing the Financial Bid Form set out in FORM F of ANNEX 2 (FORMS) (the "Financial Bid"). The Bidder shall not amend or change the form in any way.

4.4.2.2 The Financial Bid shall include all taxes, duties, levies or charges in accordance with the Service Agreement.

4.4.2.3 The Bidder is required to attach to its Financial Bid a table, in the form provided in Attachment 1 to the Financial Bid Form (FORM F OF ANNEX 2 (FORMS)), of assumptions regarding the import duties costs related to the physical assets for the Project that will be accounted for as capital expenditure of the Operator, based on which its Financial Bid was prepared (the "Import Duties Assumptions"). The Import Duty Assumptions shall include in particular the description of the assets, the required quantity, their net value (excluding tax) as well as the rate of import duty applicable.

4.4.2.4 Failure by the Bidder to provide the Import Duties Assumptions shall not result in Bidder's Financial Bid being rejected as non-responsive, but shall deprive the Bidder, if awarded the Service Agreement, of the benefit of potential compensation for change in import duties, available under the 'Qualifying Change in Law' provisions of the Service Agreement.

4.4.2.5 The Bidder is required to attach to its Financial Bid a table, in the form provided in Attachment 1 to the Financial Bid Form (FORM F OF ANNEX 2 (FORMS)), for estimated Project Cost (the "Project Cost"), along with the relevant detail.

4.4.2.6 The Financial Bid shall be quoted in Pakistani Rupees.

#### 4.5- LANGUAGE OF BID

4.5.1 All Bid, and all correspondence and documents related to the Bid submitted by the Bidder to the Authority, shall be written in English.

#### 4.6 BID VALIDITY PERIOD

4.6.1 Bid shall remain valid for one hundred and ninety (190) days as from the Bid

**Submission Deadline (the "Bid Validity Period").** A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.

- 4.6.2 In exceptional circumstances, the Authority may solicit the Bidders' consent to an extension of the Bid Validity Period. The request and responses thereto shall be made in writing. Such extension shall not be for more than forty (40) days.
- 4.6.3 If a Bidder accepts to extend the Bid Validity Period, the Bid Security shall also be extended accordingly. A Bidder may refuse the Authority's request for extension without forfeiting its Bid Security. A Bidder accepting the request to extend its Bid Validity Period shall not be permitted to modify its Bid.

## **5. BID: SUBMISSION**

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### **5.1 FORMAT AND SIGNING OF BID**

- 5.1.1 The Bidder shall prepare and submit one (1) printed original, one (1) printed copy and (1) electronic copy (on DVD or USB drive) as specified in the Bid Data Sheet, clearly marking each one as "**BID - ORIGINAL**", "**BID - COPY No. 1**" as appropriate. In the event of any discrepancy between the original and any copy, the original shall govern.
- 5.1.2 The original and the printed copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power of attorney accompanying the Bid and submitted as Part II to the Technical Documents in accordance with Annexure 4A. All pages of the Bid, except for unamended printed literature, shall be initialed by the person or persons signing such Bid.
- 5.1.3 The Bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 5.1.4 Each DVD or USB drive requested shall include a table of contents, shall be free of any virus and shall contain non compressed and non protected files in printable and reproducible PDF format. For the avoidance of doubt, it is expressly specified that DVD or USB drive shall contain a scanned electronic copy of the complete original Technical Bid.

### **5.2 SEALING AND MARKING OF BID**

- 5.2.1 The Bid shall be in a separate envelope indicating the Bid as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The Technical Bid shall be placed in a sealed envelope/box clearly marked "TECHNICAL PROPOSAL" (the "**Technical Bid Envelope**") and the Financial Bid in the sealed envelope clearly marked "FINANCIAL PROPOSAL" (the "**Financial Bid Envelope**"). These two envelopes and/or boxes, in turn, shall be sealed in an outer envelope/box bearing the address and information indicated in the Bid Data Sheet. The envelope/box shall be clearly marked: "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL & FINANCIAL EVALUATION COMMITTEE**".
- 5.2.2 The inner envelopes/boxes shall each indicate the name and address of the Bidder so that the Bid can be returned unopened in case it is declared "late" as specified in Section 5.4.
- 5.2.3 If the outer envelope/box is not sealed and marked as required by Section 5.2.1, the Authority will assume no responsibility for the Bid's misplacement or premature opening. If the outer envelope/box discloses the Bidder's identity, the Authority will not guarantee the anonymity of the Bid submission, but this disclosure will not constitute grounds for Bid rejection.
- 5.2.4 The Technical Bid Envelope and the Financial Bid Envelope shall indicate the name and address of the Bidder.
- 5.2.5 Each DVD or USB drive shall be submitted together with the relevant printed Bid in the same sealed envelopes as provided in the Bid Data Sheet:

- (a) The DVD or USB drive containing the Bidders' Technical Bid shall be included in the Technical Bid Envelope and shall not contain any elements of the Financial Bid.
- (b) The Financial Bid shall be submitted in a separate DVD or USB and shall be included in the Financial Bid Envelope.

5.2.6 For the avoidance of doubt, it is expressly specified that the Bidder shall not be allowed to submit its Bid by e-mail.

**5.3 BID SUBMISSION DEADLINE**

5.3.1 Bid shall be received by the Authority at the address specified in the Bid Data Sheet no later than the time and date stated in the Bid Data Sheet as the "Bid Submission Deadline".

**5.4 LATE BID**

5.4.1 Any Bid received by the Authority after the Bid Submission Deadline for any reason will be rejected and returned unopened to the Bidder.

**5.5 MODIFICATION AND WITHDRAWAL OF BID**

5.5.1 The Bidder shall not modify or withdraw its Bid after submission.

5.5.2 Any withdrawal of a Bid in the interval between the Bid Submission Deadline and the expiration the Bid Validity Period specified in Section 4.6 shall result in the Bidder's forfeiture of its Bid Security, pursuant to Section 4.4.1.

**6. BID: OPENING AND EVALUATION**

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**6.1 TECHNICAL & FINANCIAL EVALUATION COMMITTEE**

- 6.1.1 The Authority has set up a committee, which shall be responsible for assessing and evaluating the Bid and all the related documents (the "Evaluation Committee" or the "Procurement Committee").
- 6.1.2 The members of the Evaluation Committee shall be prohibited from participating directly or indirectly in the preparation and/or submission of any Bid, and shall be prohibited from providing any assistance to the Bidder for the purposes thereof, except as may be expressly provided herein.

**6.2 OPENING AND PRELIMINARY EXAMINATION OF BID**

- 6.2.1 The Evaluation Committee shall open the Technical Bid of the Bidder, in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Bid Data Sheet. The Bidders' representatives shall bear identification and authorization documents issued by the Bidder. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 6.2.2 The Evaluation Committee shall open the outer envelopes/boxes, one at a time, in the order in which the Bid were received, and take out the inner envelopes/boxes containing the Technical Bid and the Financial Bid. These inner envelopes/boxes shall be placed on a table in open view of the public but shall remain sealed. The Evaluation Committee shall then open the Technical Bid(s) and sign the first page of the submitted Technical Bid(s) marked as "ORIGINAL". The Evaluation Committee shall then declare the Bid opening proceedings ended and shall dismiss the Bidders' representatives present.
- 6.2.3 No Bid shall be rejected at the Bid opening except for late Bid pursuant to Section 5.4.
- 6.2.4 The Bidders' names and any other relevant details as permitted under the Rules shall be announced by the Evaluation Committee at the opening of the Bid.
- 6.2.5 The Evaluation Committee shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Section 6.2.1.
- 6.2.6 The Evaluation Committee shall then proceed to the evaluation of the Technical Bid followed by opening and evaluation of the Financial Bid.

**6.3 OPENING AND EVALUATION OF THE TECHNICAL BID**

- 6.3.1 The Evaluation Committee shall evaluate the Technical Bid on a "pass / fail" basis following the criteria set forth in ANNEX 4 (*TECHNICAL EVALUATION CRITERIA*). The Evaluation Committee's determination shall be based on the contents of the Technical Bid itself without recourse to extrinsic evidence.
- 6.3.2 Any deficiencies or errors in a Bid will not result in its automatic rejection. In case the Evaluation Committee determines that the Technical Bid is subject to minor deficiencies or certain errors or omissions, it may request for clarifications from the

Bidder in writing to correct such deficiencies to the Evaluation Committee in accordance with the requirements set out in this Invitation for Bid.

6.3.3 The Authority shall notify in writing:

- (a) The Bidder whose Technical Bid has received a "pass" score that its Technical Bid has been accepted by the Evaluation Committee and that the Bidder is invited to attend the opening of the Financial Bid at the time, date, and location set out in the Bid Data Sheet; and
- (b) The Bidder whose Technical Bid has not received a "pass" score that its Technical Bid has been rejected by the Evaluation Committee and that the Bidder is not invited to attend the opening of the Financial Bid.

6.3.4 For purposes of this determination, substantially responsive Technical Documents are those that conform to all the terms and conditions of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Service Agreement; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Authority's rights or the Successful Bidder's obligations under the Service Agreement; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Technical Documents.

6.3.5 Bid for which the Technical Documents have been determined not to be substantially responsive shall be rejected, and the Bid Security as well as the unopened Financial Bid Envelope of that Bid shall be returned to the representatives of such Bidder.

6.3.6 The Evaluation Committee shall not open, and shall promptly return, the Financial Bid and Bid Security of the Bidder whose Technical Bid has not received a "pass" score and such Bidder's Bid shall not be considered further for evaluation, irrespective of the circumstances.

#### **6.4 OPENING AND EVALUATION OF FINANCIAL BID**

6.4.1 The Evaluation Committee shall open the Financial Bid Envelopes of the Bidder whose Technical Bid has received a "pass" score pursuant to Section 6.3.3(a) in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location set out in the Bid Data Sheet.

6.4.2 The Evaluation Committee shall prepare minutes of the Financial Bid opening, including the information disclosed to those present in accordance with Section 6.4.1.

6.4.3 The Evaluation Committee formed shall select the Preferred Bidder, who has quoted the Lowest Present Value of Training and Program Service Fees.

6.4.4 Arithmetic errors in the Financial Bid, if any, will be rectified on the following basis: if there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Financial Bid will be rejected.

## **6.5 WAIVER OF NON-CONFORMITIES IN BID**

6.5.1 The Evaluation Committee may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of the Bidder as a result of the Technical Bid and Financial Bid evaluation.

## **6.6 CONTACTING THE AUTHORITY**

6.6.1 From the time of Bid submission to the time of the Service Agreement award, if any Bidder wishes to contact the Authority, it should do so in writing.

6.6.2 If the Bidder or the Successful Bidder (i) resorts to deceit and/or fraud in its dealings with the Authority (including the Evaluation Committee), its advisors, employees, consultants or agents or otherwise in relation to the award of the Service Agreement; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any Authority's employee involved with the Bid or the award of the Service Agreement, then the Bidder's Bid and, if applicable, the said award, shall be cancelled and the Bid Security or the Performance Security (as the case may be) shall be forfeited, all without prejudice to any Authority's claim for ensuing damages and without prejudice to any criminal and/or administrative proceedings (or otherwise) in the province of Sindh.

## **6.7 EVALUATION REPORT**

6.7.1 The results of the evaluation of the Bid conducted by the Evaluation Committee in accordance with this Section 6.7.1 shall be reflected in the Bid evaluation report (the "Bid Evaluation Report") which shall be published on the Authority's official website and communicated to the Bidder on the date specified in the Estimated Timetable which shall be at least seven (7) days prior to Notification of Award.

**7. AWARD OF CONTRACT**

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**7.1 CHANGES IN QUALIFICATION STATUS**

7.1.1 Prior to proceeding with the award of the Service Agreement, the Authority may verify to its satisfaction that no circumstances, in particular the Bidder's contract work in hand, future commitments and current litigation, have arisen or intervened during the period between the submission of its Prequalification Application and its Bid that would change the Authority's opinion as to whether the Bidder still meets the criteria set out in the Prequalification Document.

7.1.2 A1 affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Authority may, subject to Section 7.3, proceed to the next lowest evaluated Financial Bid.

**7.2 AWARD CRITERIA**

7.2.1 Subject to Section 7.1 and 7.3, the Authority shall award the Service Agreement to the Bidder whose Financial Bid was the lowest, in conformity with Section 6.4.3 (the "Successful Bidder").

**7.3 AUTHORITY'S RIGHT TO ACCEPT OR REJECT**

7.3.1 The Authority may, in its sole discretion,

- (a) accept any Bid;
- (b) reject any Bid;
- (c) annul the Bidding Process and reject all Bid;
- (d) annul the Bidding Process and commence a new process; or
- (e) waive irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in the submitted Bid from the Bidding Documents,

at any time prior to the award of the Service Agreement without incurring any liability to the affected Bidder and without any obligation to inform the affected Bidder of the grounds for the Authority's actions.

**7.4 NOTIFICATION OF AWARD**

7.4.1 Prior to the expiration of the Bid Validity Period, the Authority shall notify the Successful Bidder in writing that its Bid has been accepted by the Authority (the "Notification of Award").

7.4.2 The results of the Bidding Process, shall be published on the Authority's official website within seven (7) days prior to Notification of Award.



**7.5 INCORPORATION OF A PROJECT COMPANY**

**7.5.1 Deleted**

**7.6 FURNISHING OF THE PERFORMANCE SECURITY**

- 7.6.1 Prior to signing the Service Agreement in accordance with provisions of Section 7.7 below, the Successful Bidder shall furnish a Performance Security, as required under the SPPRA Rules, 2010.
- 7.6.2 The Successful Bidder shall replace the Bid Security (prior to the expiry of the Bid Security) with the Performance Security, which shall be valid from the date of its submission until the date falling at least Ninety (90) days beyond the date of project completion to cover defects liability period in the amount of one (1%) percent of the total Project Cost.

**7.7 SIGNING OF THE SERVICE AGREEMENT**

- 7.7.1 Within thirty (30) calendar days of the Notification of Award, the Project Company formed by the Successful Bidder shall sign the Service Agreement with the Authority. There shall be no negotiation of the Service Agreement, except to the extent allowed under the SPPRA Rules, 2010, and modifications shall only be to complete the missing information and correct errors.

**7.8 FAILURE TO SIGN THE SERVICE AGREEMENT**

- 7.8.1 If the Successful Bidder fails to comply with the provisions of Section 7.5 and 7.6, this failure shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security and such other remedies as the Authority may take under the applicable law.
- 7.8.2 In the event that the Authority delivers a substitute selection notice to the Second Ranking Bidder, the Second Ranking Bidder shall extend its Bid Security Validity Period to a date not earlier than the date of delivery of the Performance Security as specified in the Service Agreement.

**ANNEX 1 - BID DATA SHEET**

The following Bid-specific data shall supplement the provisions in this Invitation for Bid.

1	<b>Project Name</b>	Transportation of garbage from the City zone (Hyderabad City)
2	<b>Address and Contact Person of the Authority</b>	[Name] Contract Officer HMC, Hyderabad Municipal Corporation Government of Sindh, [--Address--]. Tel: +92 Email:
4	<b>Address for Submission of Bid, Bid Modifications and Bid Withdrawals</b>	Hyderabad Municipal Corporation Government of Sindh, [--Address--].
5	<b>Number of Copies of Bid</b>	For the Authority: - one (1) printed original together with one (1) electronic copy (DVD or USB drive); and - one(1) printed copy.
6	<b>Bid Submission Deadline</b>	14:00 Pakistan time on - -2015
7	<b>Place and Time of Technical Bid Opening</b>	Hyderabad Municipal Corporation Government of Sindh, [--Address--]. 15:00 Pakistan time on - -2015
8	<b>Place and Time of Financial Bid Opening</b>	Hyderabad Municipal Corporation Government of Sindh, [--Address--]. 14:00 Pakistan time on - -2015

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ANNEX 2 - FORMS

FORM A - BID FORM

RELATING TO TRANSPORTATION OF GARBAGE FROM THE CITY ZONE (HYDERABAD CITY)  
PROJECT

DATE:

To: [--NAME--]  
CONTRACT OFFICER HMC,  
HYDERABAD MUNICIPAL CORPORATION GOVERNMENT OF SINDH,  
[--ADDRESS--],  
HYDERABAD, PAKISTAN

Re: TRANSPORTATION OF GARBAGE FROM THE CITY ZONE (HYDERABAD CITY) PROJECT

Ladies and/or Gentlemen,

1. DEFINITIONS:

Unless the context indicates otherwise, all capitalized terms and expressions used herein and in our Bid have the meaning given to them in the document entitled 'Invitation for Bid' dated [\*\*] (as amended and/or supplemented from time to time) (the Invitation for Bid).

2. GENERAL

We, the undersigned, acknowledge, confirm and agree that:

- A) having carefully examined, read and understood and agreed to the terms of the Service Agreement (including the annexes), the Bidding Documents, including the Annexes;
- B) we have satisfied ourselves that we have full and complete understanding of the nature and location of the Project and services referenced above and the general and local conditions to be encountered in the performance thereof; and
- C) we, the undersigned, offer to carry out all services and obligations of the Operator as defined in the Service Agreement in conformity with our Bid and the Bidding Documents.

3. PRICING

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

4. GUARANTEES REQUIRED BY THE LENDERS AND PERFORMANCE SECURITY

We declare that we will be able to provide the guarantees required by the lenders for Project. In addition, if our Bid is accepted, we also undertake to provide the Performance Security (as defined in the Service Agreement) in the form, in the amount and within the times specified in the Service Agreement

5. PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENT

We declare and confirm that our Bid satisfies and complies with the submission requirements indicated in the Invitation for Bid.

We also undertake that no circumstances have arisen or intervened during the period between the submission of our Prequalification Application and this Bid that (i) has resulted in us no longer meeting the Prequalification Criteria or (ii) would materially and adversely affect our ability to satisfactorily perform the Construction Works as defined in the Service Agreement if our Bid is accepted.

#### 6. FIRM AND IRREVOCABLE PROPOSAL

We agree to abide by this Bid, which consists of our Technical Bid and Financial Bid (each as defined in the Bidding Documents), for a period of one hundred and twenty (120) days from the Bid Submission Deadline as set forth in the Bidding Documents, and that it is irrevocable and shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal Service Agreement is prepared and executed between us, our Bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding contract between us.

#### 7. FURTHER WARRANTIES

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid is true and accurate and not misleading in any nature.

We have made a complete and careful examination of the Invitation for Bid and have received all the relevant information from the Authority, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the Authority in connection with the Invitation for Bid.

To the extent that any provision in our Bid conflicts with the terms and conditions of the Bidding Documents, such provision is hereby withdrawn.

#### 8. CONFIDENTIALITY

In connection with the transaction contemplated by the Invitation for Bid, the Bidder has been (or will be) given access to information regarding the Project, including, but not limited to, financial data, agreements, business plans, software, reports, data, records, forms and other information, as well as information regarding the Authority or provided by the Authority (all such information being referred to as "Confidential Information").

The Bidder hereby agrees and warrants that to the extent it receives Confidential Information, the Bidder and its affiliates, controlling and related persons and agents (collectively, the "Recipient"), the Recipient shall:

(a) keep and maintain the Confidential Information strictly confidential;

(b) disclose such Confidential Information (if at all) only to its controlling persons, its attorneys and professional advisors, and to such employees who have a reasonable need to know such Confidential Information (subject in each case to such person's agreement to make no further disclosure), or as may be required by law;

(c) use such Confidential Information solely for the purpose of determining whether to enter into the transaction contemplated hereby; and (d) promptly upon request of the Authority disclosing Confidential Information following the abandonment of the transaction contemplated by the Invitation for Bid, return such Confidential Information (and all copies thereof) to the Authority.

#### 9. ADDITIONAL DOCUMENTS

In addition to the Bid Form the Bidder shall submit the information identified in **SCHEDULE I (ADDITIONAL DOCUMENTS)** to this Bid Form together with the Bid Form.

We acknowledge and agree that the Authority will not be responsible for any errors or omissions on our part in preparing this Bid, and we shall indemnify the Authority fully in connection therewith.

*[signature]*

In the capacity of  
*[position]*

Authorized to sign this Bid Form of

*[name of Bidder]*

**SCHEDULE 1 – ADDITIONAL DOCUMENT**

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**(1) DESCRIPTION OF THE BIDDER**

- (a) The Bidder must provide the following information:
- (i) A detailed description of the Bidder, including:
    - Legal name;
    - Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
  - (ii) Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- (b) In case of a Consortium, the members of the Consortium shall enter into a binding joint bidding agreement for the purpose of submitting the Bid. The joint bidding agreement to be submitted along with the Bid, shall, inter alia;
- (i) convey the intent to form a Project Company (with shareholding / ownership equity commitment(s) in the Project Company in accordance with this Invitation for Bid) which would enter into the Service Agreement and subsequently perform all the obligations of the Operator in terms of the Service Agreement, in case the Service Agreement to undertake the Project is awarded to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities, if any, of each member (including each Member);
  - (iii) commit the minimum equity stake to be held by each Member;
  - (iv) commit that all of the Members (whose experience will be evaluated for the purposes of this Invitation for Bid) shall subscribe to a cumulative of 100% of the paid up shares capital of the Project Company and subscribe to the shares in the Project Company.
  - (v) provide for the members of the Consortium to undertake that they shall collectively submit/ include a statement to the effect that all members of the Consortium shall be liable, jointly and severally, for all obligations of the Operator in relation to the Project until the expiry of the Service Agreement; and
  - (vi) except as provided under this Invitation for Bid, there shall not be any amendment to the joint bidding agreement without the prior written consent of the Authority.

- (c) In case of a single Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Operator in relation to the Project until the expiry of the Service Period. Further, in case of a single Bidder, the Bidder shall neither undertake nor shall it permit any Change in Ownership and/or Control. Further, in case of a single Bidder (not a Consortium), the Bidder shall not, express with the prior written consent of the Authority, sell, transfer, convey or otherwise dispose its direct and / or indirect, legal and/or beneficial ownership in the shares of the Project Company (or any part thereof).

## **FORM B - POWER OF ATTORNEY**

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### **NOTES FOR EXECUTION OF POWER OF ATTORNEY**

- 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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder (or if the Bidder is a Consortium, each Consortium member) shall provide a written power of attorney substantially in the form attached hereto **FORM B OF ANNEX 2 (FORMS)**, duly notarized, indicating that the person(s) signing the Bid has (ve) the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity.
- This Power of Attorney shall be notarised with the Notary Public.
- Please find below the form and substance of the Power of Attorney.



**FORM B - POWER OF ATTORNEY**

**RELATING TO TRANSPORTATION OF GARBAGE FROM THE CITY ZONE (HYDERABAD CITY)  
PROJECT**

On this .....day of .....

Before me

The Notary in this office

The undersigned

Mr./Ms. \_\_\_\_\_

In his capacity as \_\_\_\_\_

Nationality \_\_\_\_\_

Holder of Passport or ID no. \_\_\_\_\_

Issued from \_\_\_\_\_

Dated \_\_\_\_\_

Residing at \_\_\_\_\_

Hereby appoints Mr./Ms. \_\_\_\_\_ in his capacity as \_\_\_\_\_, to:

- (a) Execute under hand, or under seal, and deliver to the competent authorities all the documents listed in Schedule 1 attached hereto;
- (b) Deliver and receive any document or instrument in relation to the documents listed in Schedule 1 attached hereto; and
- (c) Do all things necessary and incidental in respect of the matters set out herein including to do, execute and perform any other deed or act ought to be done executed or performed to perfect or otherwise give effect to the documents listed in **Schedule 1**.

And is hereby authorized to appoint others for all or part of the powers delegated by the present Power of Attorney.

**SCHEDULE 1**

- A. DATED: [INSERT DATE OF EXECUTION]
- B. THE GRANTOR: [INSERT NAME OF PROSPECTIVE BIDDER/CONSORTIUM MEMBER]
- C. THE ATTORNEY: [INSERT NAME OF REPRESENTATIVE LEAD MEMBER]
- D. PLACE IN WHICH DOCUMENTS ARE TO BE EXECUTED AND DELIVERED: HYDERABAD MUNICIPAL CORPORATION GOVERNMENT OF SINDH Contract Officer HMC, Hyderabad Municipal Corporation Govt. of Sindh [--Address--], Hyderabad, Pakistan.
- E. DOCUMENTS: ALL DOCUMENTS IN RESPECT OF THE AUTHORITY'S INVITATION FOR BID IN RELATION TO THE SINDH DRIVERS' TRAINING SCHOOL PROJECT

IN WITNESS WHEREOF the Grantor has executed this Power of Attorney [under seal] on the date set out above.

[SEAL] )  
)  
)  
)

[Name / Title of Grantor representative]

<b>WITNESSES: WITNESS 1:</b>	<b>WITNESS 2:</b>
.....	.....
NAME:	NAME:
CNIC / PASSPORT NUMBER:	CNIC / PASSPORT NUMBER:
ADDRESS:	ADDRESS:

**ACCEPTED & AGREED**  
.....  
(SIGNATURE)  
(NAME, TITLE AND ADDRESS OF THE ATTORNEY)

[NOTARISED]

**RELATING TO TRANSPORTATION OF GARBAGE FROM THE CITY ZONE (HYDERABAD CITY)  
PROJECT**

[Insert the date]

**Re: TRANSPORTATION OF GARBAGE FROM THE CITY ZONE (HYDERABAD CITY) PROJECT**

Ladies/Gentlemen,

We, the undersigned, are not aware of any conflict or potential conflict arising from prior or existing contract or relationship which could materially affect our capability to comply with our obligations under the Service Agreement for the Project.

In particular, other than as disclosed below, we have no prior or existing contracts, negotiations or relationships with the Authority, its affiliates, representatives, advisors or consultants.

We disclose that the following transactions may be in conflict with the Project:

Name of Project	Date Started	Description of Conflict

Yours Sincerely,

Authorized Signature:  
Name and Title Signatory:  
Name of Firm:  
Address:

FORM D- INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE BIDDER

CONTRACT NUMBER: \_\_\_\_\_

DATED: \_\_\_\_\_, 2015

CONTRACT VALUE: \_\_\_\_\_

**CONTRACT TITLE:** TRANSPORTATION OF GARBAGE FROM THE CITY ZONE (HYDERABAD CITY) PROJECT UNDER PPP MODE

[Bidder] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (the GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e. the GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS, except that which has been expressly declared pursuant hereto

[Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the GoS under any law, contract or other instrument, be voidable at the option of the GoS.

Notwithstanding any rights and remedies exercised by the GoS in this regard, the [Bidder] agrees to indemnify the GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS.

Acknowledged, Accepted & Agreed  
For & On Behalf of:

HYDERABAD MUNICIPAL  
CORPORATION, GOVERNMENT OF  
SINDH through its duly authorized  
signatory

Acknowledged, Accepted & Agreed  
For & On Behalf of:

[INSERT NAME OF BIDDER], through its  
duly authorized signatory

.....  
(Signature)

NAME:

DESIGNATION:

.....  
(Signature)

NAME:

DESIGNATION:

FORM E- BID SECURITY FORM

RELATING TO THE TRANSPORTATION OF GARBAGE FROM THE CITY ZONE (HYDERABAD CITY) PROJECT

....., 20...

To:

The Government of Sindh, [Insert Address] (the "Beneficiary")

Guarantee No: \_\_\_\_\_ (the Guarantee)

Date of Issue: \_\_\_\_\_

Date of Expiry: \_\_\_\_\_

Guarantee Amount: \_\_\_\_\_

Name of Guarantor: \_\_\_\_\_

Name of Principal: \_\_\_\_\_

Penal Sum of Security: \_\_\_\_\_

We, [●], being the Guarantee issuing bank (the Issuing Bank) understand that the following party / parties have responded to the 'Invitation for Bid' issued by the Government of Sindh, dated [●] in relation to the Transportation of garbage from the City zone (Hyderabad City) Project, (as amended and/or supplemented or as clarified from time to time) (the RFP), by submitting their respective formal proposals / bid:

[Name of the Bidder], a [Insert legal status] existing under the laws of [Insert Country] having its [registered office OR place of business] located at [Insert address], (the Bidder, which expression includes its successors, assignees and transferees).

Further, We, the Issuing Bank, understand that pursuant to the RFP, the Bidder is required to provide the Government of Sindh (the Beneficiary), a bid security in the form of a bank guarantee equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA).

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

## **ANNEX 5 – CONTENT OF TECHNICAL BID**

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This annexure summarizes the instructions to be followed by the Bidder in developing its Technical Bid.

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A technical proposal must satisfy the following conditions in order to be considered compliant:

- a) It must contain all of the information specified in Section 3 (Standard Proposal Forms).
- b) The evaluation of a Proposal's technical compliance will focus specifically on examining certain key technical items considered by the GoS to be sensitive. The following items will be verified:
  - i. Bidders should provide a general statement about their response including:
    - Overview of the problem in Sindh
    - Company (or Consortium) overview
    - Objectives of the project
    - General approach
    - Benefits of the proposal

PKR [●]/- (Pakistani Rupees [●])

(the Guaranteed Amount)

at sight and immediately, provided however not later than 1 business day from the date of receipt of the Beneficiary's first written demand (the Demand) at the Issuing Bank's offices located at [●] or through SWIFT instructions transmitted by the Beneficiary's bank (i.e. [●]), on behalf of the Beneficiary, to the Issuing Bank, such Demand referring to this Guarantee and stating the amounts demanded.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the submission of the Proposal by the Guarantor to the Beneficiary in response to the RFP.

After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

- (i) Bid Submission Deadline + [120 days] (the Guarantee Original Expiry Date) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honour that Demand; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the RFP. Multiple Demands may be made by the Beneficiary under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and may be undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

The Beneficiary may not assign / transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or



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

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

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

The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

**Authorized signatory:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Authorized signatory:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**FORM F - FINANCIAL BID FORM**

**RELATING TO THE TRANSPORTATION OF GARBAGE FROM THE CITY ZONE (HYDERABAD CITY) PROJECT**

To: [--NAME--]  
CONTRACT OFFICER HMC,  
HYDERABAD MUNICIPAL CORPORATION GOVERNMENT OF SINDH,  
[--ADDRESS--],  
HYDERABAD, PAKISTAN

Re: TRANSPORTATION OF GARBAGE FROM THE CITY ZONE (HYDERABAD CITY) PROJECT  
Date:

Ladies and/or Gentlemen,

Having carefully examined the Bidding Documents, including the Annexes, the receipt of which is hereby acknowledged, and having satisfied ourselves with the nature and location of the works and services referenced above and the general and local conditions to be encountered in the performance thereof, we, the undersigned, propose:

LOWEST PRESENT VALUE OF TRAINING AND PROGRAM SERVICE FEES	*[INSERT AMOUNT IN PKR] [INSERT AMOUNT IN WORDS]
---	---

ATTACHMENT I, which shall include the main components of the Financing Plan.

We acknowledge and agree that the Authority will not be responsible for any errors or omissions on our part in preparing this Financial Bid and we shall indemnify the Authority fully in connection therewith.

*[signature]*

In the capacity of  
*[position]*

Authorized to sign this Financial Bid Form of

*[name of Bidder]*

## ATTACHMENT 1 TO THE FINANCIAL BID FORM

### MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL

This Appendix summarizes the instructions to be followed by Bidders in developing their financing plan and financial model.

#### A.1 Financing plan

Bidders must provide a detailed description of the proposed financial structure and Financing Instruments for the undertaking of the Contract. They must demonstrate that the proposed financing and financial projections are sufficient to cover all of the needs of the Contract during its term (including design, planning and surveys, Setup/Installation, operation, and maintenance). Bidders must also provide a written undertaking to the GoS to achieve the Financial Close in accordance with Section 1.16 of the RFP.

##### A.1.1 General Information

1. The financing plan must include a description of the proposed financial structure, as well as the financing sources and instruments and the terms and conditions of the latter. The GoS expects that the financing plan will be at a sufficiently advanced state of development to provide a very high level of confidence with respect to the likelihood of its realization following the announcement of the Preferred Bidder.
2. If need be the financing shall be done by the GoS.

##### A.1.2 Implementation of Financing

A Bidder must present the timetable that it plans to by the deadline established further to its selection as the Preferred Bidder. This timetable must respect the timetable proposed by the GoS, which envisages the commencement date as mentioned in Section 1.16 of the RFP.

##### A.1.5 Robustness of the financing plan

The Bidder must provide a description of the robustness of its financing plan, including details concerning the Service of principal risks (inflation, revenues, Setup/Installation schedule, capital expenditures, operations, regular maintenance, etc.), among other things.

##### A.1.6 Summary of the Financial Bid Offer

A summary of the key elements of the Bid shall be provided by the Bidder. This statement shall include the following information:

- The Contractor's equity commitment (if any)
- Required training and program Service fees starting from 1st year of operations comprising
  - A. Annual O&M expenditure amount
  - B. Required annual return on equity.
- A schedule of amendments that will be sought prior to the signing of a Service Contract (if any)
- A schedule of land requirements (if any) that are envisaged
- A schedule of any other conditions that are attached to the

Bid (if any)

A.2	Financial model	
A.2.1	General information	Bidders must submit electronic (on CD) and hard copies of the complete and operational financial model used in preparing the Proposal. This financial model must be accompanied by an assumptions book and an instruction booklet. Each Bidder is free to develop its financial model at its discretion, insofar as the model meets the criteria presented in this Section.
A.2.2	Structure of the financial model	<ol style="list-style-type: none"><li data-bbox="485 766 1123 799">1 The model must meet the following criteria:<ul style="list-style-type: none"><li data-bbox="485 799 1123 879">• the financial model must be prepared on a monthly basis during the period ending at the Completion Date, and on an annual, semi-annual, or quarterly basis thereafter</li><li data-bbox="485 879 1123 936">• the financial model must be properly constructed, and must have a professional appearance</li><li data-bbox="485 936 1123 994">• the financial model must be produced using Microsoft Excel 2007 or a later version</li><li data-bbox="485 994 1123 1051">• every sheet must be formatted in such a way that the printed information is clear and legible</li><li data-bbox="485 1051 1123 1108">• the financial model must be presented in nominal PKR, without decimals</li><li data-bbox="485 1108 1123 1166">• the financial model must cover the entire term of the Contract Agreement</li><li data-bbox="485 1166 1123 1200">• the cells that contain manual inputs must be shown in blue</li><li data-bbox="485 1200 1123 1258">• no sheet or cell may be hidden, and the file must not be password-protected</li><li data-bbox="485 1258 1123 1338">• calculations must be sufficiently disaggregated that they can be followed logically on screen or on paper without having to examine the content of each cell</li><li data-bbox="485 1338 1123 1373">• a limited number of nested formulas ("if") must be used</li><li data-bbox="485 1373 1123 1510">• if the financial model contains circular references, it must include a description of the locations of these references and the reasons why they are present. In addition, the circular references must be resolved, that is, the software must find a solution</li><li data-bbox="485 1510 1123 1568">• the conditions attached to the Financing Instruments must be those that are presented</li><li data-bbox="485 1568 1123 1625">• Bidders must use the following inputs in developing their financial models:<ul style="list-style-type: none"><li data-bbox="485 1625 1123 1705">• the Setup/Installation Start Date for the financial model must be April 30<sup>th</sup>, 2015 (provided that the same shall be subject to change);</li><li data-bbox="485 1705 1123 1786">• the closing date for the financial model must be [--MONTH-DATE-YEAR--] (provided that the same shall be subject to change)</li><li data-bbox="485 1786 1123 1843">• the discount rate applied to arrive at the proportionate present value of training and program Service fees is 8.0%</li></ul></li><li data-bbox="485 1843 1123 1885">• Cost inputs during Service Contract of the Project</li></ul></li></ol>

- A.2.3 Outputs required The financial model must contain at least the following output sheets:
- the Sources and Uses of Funds of the Contract
  - complete financial statements, including a balance sheet, an income statement, a statement of retained earnings, and a statement of cash flows. These financial statements must be prepared in accordance with International Financial Reporting Standards
  - a summary sheet that contains the following elements:
    - financial ratios, as requested by the Lenders, which indicate the capital structure established in the financial plan.
    - Equity internal rate of (after-tax) return (“Equity IRR”)
    - Project internal rate of (after-tax) return (“Project IRR”)
- A.2.4 Flexibility required The financial model must allow sensitivity analyses to be carried out using the following elements (but not limited to):
- variation in the rate of inflation during the Setup/Installation period
  - variation in the rate of inflation during the period of operation
  - variation (expressed in percentages) in capital expenditures and in costs of operations and regular maintenance
  - variation training and program Service fees
- A.2.5 Assumptions book The assumptions book must set out the following elements in sufficient detail to allow users to obtain a clear understanding of the financial model:
- The bidder shall propose training and program Service fees to cover the cost of the program as described below. Training fees will cover all classroom, simulator, and on-road instruction for students and instructors. The fees proposed shall be sufficient to cover:
- all of the bidder’s investment,
  - construction, equipment,
  - system development,
  - Capital and Setup/Installation costs (including but not limited to):
    - Furniture and Fixtures
    - Computers
    - Manuals and forms
  - operations and administration for a 3-year period.
  - Planning and surveys, and project Service fees, contingency costs and Insurance costs
  - Operations and Maintenance costs (including all assumptions in respect of future inflation and the applicable method used for such calculations) for the following categories:
    - Costs associated with routine inspection and maintenance programmes
  - Taxation (Please refer to Section 4.7 of this RFP)
- The bidder shall also submit a financial plan showing the estimated annual operating costs, fees to be collected, and fees paid to the government for the 10 year program.
- Consumer Price Index to be used for indexation is to be assumed at 10% for uniformity between different bidders’ model.
- A.2.6 Instruction book The instruction booklet must explain the various functionalities of

the financial model in sufficient detail to allow Users to manoeuvre it effectively. More specifically, the instruction booklet must include:

- instructions pertaining to the method for changing inputs
  - instructions pertaining to the method for running the model after making changes to the inputs
  - instructions pertaining to the method for printing the sheets contained in the model
  - a summary of the sheets contained in the model and the information therein
  - details concerning complex and/or unusual formulas
  - instructions pertaining to the method for performing sensitivity analyses
-

**ANNEX 3 -- SERVICE AGREEMENT**

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***{DRAFT of the Service Agreement sent as separate electronic attachment}***

**(The Scope of Work shall be the Scope of Work as defined and explained in the Service Agreement)**


#### ANNEX 4 - TECHNICAL EVALUATION CRITERIA

The Procurement Committee shall carry out the technical evaluation, applying the evaluation criteria and point system specified below. Each responsive technical proposal shall be attributed a score out of a total of 100 points.

After complete evaluation of Technical Bids, the Financial Bids of only those Bidders who have achieved a minimum technical score of 70% shall get a "pass" score and shall be opened and evaluated. Bidders who have not achieved at least 70% technical score on the technical evaluation criteria shall get a "fail" score and shall be eliminated.

The Procurement Committee will select that Bidder as the Preferred Bidder, who has quoted the Lowest Present Value of Training and Program Service Fees.

#### SCORING CRITERIA - TECHNICAL EVALUATION



(A) Company Profile and Experience	30
i. Time firm has been in business and provided similar services	
More than 10 years	6
From 5 to 10 years	3
Less than 5 years	1
ii. Technical Staff Experience (Sub chart: Key Specialist Team)	20
(B) General & Specific Experience	30
i. Projects of similar size executed in past five years	
More than 3	6
2 to 3	3
At least 1	1
ii. Projects for transportation and disposal of waste/garbage/debris	
More than 3	6
Less than 3	3
At least 1	1
iii. Cost of Similar Projects executed	
Rs.5 Million or more	6
At least Rs.2 Million but less than Rs.5 Million	3
At least Rs.1 Million but less than Rs.2 Million	1

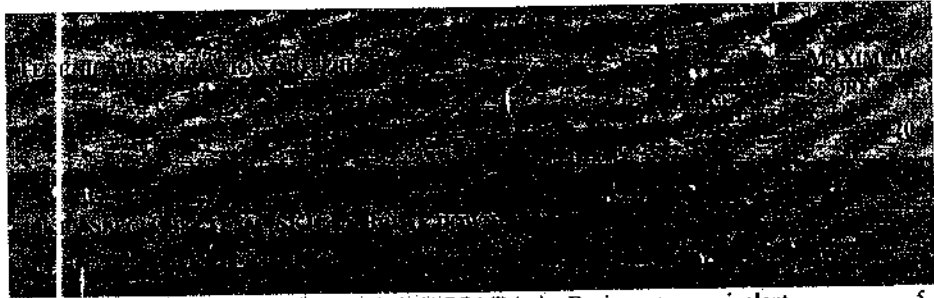


<b>(C) Financial Capability</b>		<b>10</b>
Turnover for last 5 years:		
Rs. 10 million or more	6	
At least Rs. 5 million but less than Rs. 10 Million	3	
At least Rs. 3 million but less than Rs. 5 Million	1	
<b>(D) Technical Competence/Trained Manpower Availability</b>		<b>10</b>
50 or more technical staff	6	
20 to 49	3	
10 to 19	1	
<b>(E) Experience in Industries/Organization, etc.</b>		<b>5</b>
Number from subchart "Experience"		
<b>(F) Equipment Capability</b>		<b>10</b>
Number from subchart "Equipment"		
<b>(G) Local Business and Employment Initiative</b>		<b>5</b>
Number from subchart "Local Business Initiative"		

**SUBCHART**

<b>F</b>	<b>Experience in Industries/Organization, etc</b>			<b>5</b>
	<b>Company Experience (including Subcontractor Experience)</b>		<b>5</b>	
	Company overview ( Meeting Basic Eligibility)	1		
	Contracts and work for other government agencies	2		
	Specialized skills, work, or expertise relevant to the project	2		
<b>C</b>	<b>Equipment Capability</b>			<b>10</b>
	Development of Waste Managemnt systems for government agencies	5		
	Integration of systems for government agencies	5		
<b>F</b>	<b>Local Business and Employment Initiative</b>			<b>5</b>
	<b>Local Business Initiatives</b>			
	Bidders should describe any programs or initiatives to strengthen partnerships with local business and labor force. The bidders will be evaluated on the economic impact to Sindh for the implementation and operation of the project.	2.5		
	<b>Local Employment Initiatives</b>			
	Bidders should describe fully how they intend to employ local labor in all phases of the project. The bidders should describe types of employment opportunities available as well as the position and educational requirements of the labor force to be hired.	2.5		

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3. Project Managers - BBA/BCom/BSc/ACCA/BA in Business or equivalent financial/accounting Degree/Certificate/Diploma ,

5

- 1. [Redacted]
- 2. [Redacted]
- 3. [Redacted]
- 4. [Redacted]



o **Project Manager**

MBA/MCom/MSc/ACCA/MA 7 years experience, 4 years relevant experience	Maximum score = 3
BBA/BCom/BSc/ACCA/BA 4 years experience, 2 years relevant experience	Minimum Score = 1

**[Redacted]**

[Redacted]	[Redacted]
[Redacted]	[Redacted]

**[Redacted]**

[Redacted]	[Redacted]
[Redacted]	[Redacted]

**[Redacted]**

[Redacted]	[Redacted]
------------	------------

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Notes.

1. Relevant projects experience each year + 0.5 till max score is reached.
2. No additional point for higher education then specified above.