

No. SSWMB/DD(Pro)/NIT-4/780/2017
Government of Sindh
Dated: 04.08.2017

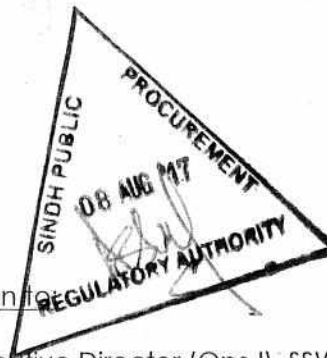
To,

Managing Director,
Sindh Public Procurement Regulatory Authority
Government of Sindh
Karachi

Subject: "FRONT END COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE FOR WEST & MALIR ZONE (DMC WEST & MALIR AREA) KARACHI"

I am directed to please find enclose the following documents with a request to upload the final evaluation documents on SPPRA website.

S.NO	Particular	Remarks
1.	Minutes of the Meeting with attendance sheet and Technical Evaluation Report	Attached Original Copy
2.	Bid Evaluation Report (Financial)	Attached Original Copy
3.	Comparative Statement	Attached Original Copy




(Aftab Ahmed)
Deputy Director (Procurement)

Copy for information

1. The Executive Director (Ops-I), SSWMB
2. The Deputy Director (A&F), SSPRA, Karachi
3. PA to Managing Director, SSWMB
4. Master File

M/s Hangzhou Jinjiang Group Sanitation Services Co. Ltd. (Lead Firm)

[Joint Venture of: i. M/s Hangzhou Jinjiang Group Sanitation Services Co. Ltd.
ii. Beijing Enterprises Group (BEWG) China Investment Co. Ltd. and
iii. Dalian Mingri Environmental Engineering Co., Ltd, China.]

Room No. 2101-6, No. 111, Hushu South Road, Gongshu District, Hangzhou, China.

SUBJECT: LETTER OF ACCEPTANCE - INVITATION OF REQUEST FOR PROPOSAL (RFP) FOR FRONT END COLLECTION, SWEEPING, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE (DMC WEST AREA), KARACHI -(NIT-4.1/ 2016-17)

In continuation of this office letter No. SSWMB/ED-I/NIT-4/2016-17/ 814 /2017 Dated 18th August 2017, it is to inform you that, on the recommendations of the Procurement Committee-I, your Bid dated 8th March 2017 for works/services of "**FRONT END COLLECTION, SWEEPING, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE (DMC WEST AREA), KARACHI (NIT-4.1/2016-17)**" for the amount as quoted by your firm 'as US\$22,334,747.85 (US Dollars Twenty two Million three hundred thirty four thousand seven hundred forty seven dollars and eighty five pence only) inclusive of all applicable Taxes and Discount on account of labour / workforce PER YEAR for the items (BOQ) and Rates mentioned in your BID **subject to arithmetical correction and modification** in accordance with the Instructions to Bidders has been accepted by Sindh Solid Waste Management Board (SSWMB) on the basis of being 'Lowest Evaluated Bid'.

2. As requested earlier, please furnish the Performance Security for the 'Contract Amount' mentioned above within 28 days of receipt of the letter dated 18th August referred above, in accordance with the Condition of the Contract, using for that purpose the Performance Security Form included in the RFP Document (also available in Account Section of SSWMB) and Sign the Contract Agreement (attached herewith) on stamp paper along with stamp duty equal to amounting to Rs.0.35 (Thirty five paise per hundred) as well as integrity pact within stipulated time.

3. Please note that this is an **Item Rate Contract** and payment shall be made ONLY on actual basis for the actual items supplied or for which actual service has been provided and not on lump sum basis.



(Handwritten Signature)
(DR. A. D. SAJNANI)
Managing Director

Copy for Information:

1. Managing Director, SPPRA, Karachi.
2. Executive Director (Operation-I) / (Finance), SSWMB, Karachi.
3. Deputy Secretary (Staff) Chief Secretary, Sindh / Chairman, SSWMB.
4. Private Secretary to Minister, Local Government, Sindh.
5. Deputy Director (Procurement/ Finance), SSWMB, Karachi.
6. Master File.



(Handwritten Signature)
30/8/17

(Handwritten Signature)
30/8/17
Received by
Miskeen Anwar
(R92)

- **M/s Hangzhou Jinjiang Group Sanitation Services Co. Ltd. (Lead Firm)**
[Joint Venture of: i. M/s Hangzhou Jinjiang Group Sanitation Services Co. Ltd.
ii. Beijing Enterprises Group (BEWG) China Investment Co. Ltd. and
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Room No. 2101-6, No. 111, Hushu South Road, Gongshu District, Hangzhou, China.

SUBJECT: LETTER OF ACCEPTANCE - INVITATION OF REQUEST FOR PROPOSAL (RFP) FOR FRONT END COLLECTION, SWEEPING, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE (DMC MALIR AREA), KARACHI -(NIT-4.2/ 2016-17)


In continuation of this office letter No. SSWMB/ED-I/NIT-4/2016-17/ 815 /2017 Dated 18th August 2017, it is to inform you that, on the recommendations of the Procurement Committee-I, your Bid dated 8th March 2017 for works/services of "**FRONT END COLLECTION, SWEEPING, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE (DMC MALIR AREA), KARACHI (NIT-4.2/2016-17)**" for the amount as quoted by your firm as US\$6,134,025.00 (US Dollars Six Million one hundred thirty four thousand twenty five dollars only) inclusive of all applicable Taxes and Discount on account of labour / workforce PER YEAR for the items (BOQ) and Rates mentioned in your BID **subject to arithmetical correction and modification** in accordance with the Instructions to Bidders has been accepted by Sindh Solid Waste Management Board (SSWMB) on the basis of being 'Lowest Evaluated Bid'.

2. As requested earlier, please furnish the Performance Security for the 'Contract Amount' mentioned above within 28 days of receipt of the letter dated 18th August referred above, in accordance with the Condition of the Contract, using for that purpose the Performance Security Form included in the RFP Document (also available in Account Section of SSWMB) and Sign the Contract Agreement (attached herewith) on stamp paper along with stamp duty equal to amounting to Rs.0.35 (Thirty five paisa per hundred) as well as integrity pact within stipulated time.

3. Please note that this is an **Item Rate Contract** and payment shall be made ONLY on actual basis for the actual items supplied or for which actual service has been provided and not on lump sum basis.

Copy for Information:

1. Managing Director, SPPRA, Karachi.
2. Executive Director (Operation-I) / (Finance), SSWMB, Karachi.
3. Deputy Secretary (Staff) Chief Secretary, Sindh / Chairman, SSWMB.
4. Private Secretary to Minister, Local Government, Sindh
5. Deputy Director (Procurement/ Finance), SSWMB, Karachi.
6. Master File.

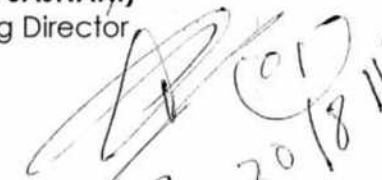

(DR. A. D. SAJJANI)
Managing Director

SINDH SOLID WASTE MANAGEMENT BOARD

Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi

Tel: 021 9933 3705 -06; Fax: 021 9933 3707 URL: www.sswmb.gos.pk, email: info@sswmb.gos.pk




2017
Received by
Miskien Ali
DS (Staff) R&I

M/s Hangzhou Jinjiang Group Sanitation Services Co. Ltd. (Lead Firm)

[Joint Venture of: i. M/s Hangzhou Jinjiang Group Sanitation Services Co. Ltd.
ii. Dalian Mingri Environmental Engineering Co., Ltd, China, and
iii. Beijing Enterprises Group (BEWG) China Investment Co. Ltd.]

**Room No. 2101-6, No. 111, Hushu South Road,
Gongshu District, Hangzhou, China.**

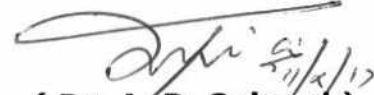
**SUBJECT: WORK ORDER / LETTER OF AWARD - FRONT END COLLECTION,
SWEEPING, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID
WASTE (DMC MALIR AREA), KARACHI, PAKISTAN (NIT-4.2/ 2016-17)**

This is with reference to your Bid dated 08.03.2017 submitted in response to International NIT of Sindh Solid Waste Management Board (SSWMB / NIT-4.2 / 2016-17) for the contract referred above on the basis of:

- i. Extension of Bid Validity as per Sindh Public Procurement Rules, 2010 (Amended 2017);
- ii. Execution of agreement with SSWMB by your firm;
- iii. Submission of Integrity Pact;
- iv. Submission of Performance Security by your firm.

2. Sindh Solid Waste Management Board hereby awards the contract for execution of the "Front End Collection and Disposal of Municipal Solid Waste for Malir Zone DMC (MALIR), KARACHI - PAKISTAN" with agreed quoted rates of US \$6,134,025 (US Dollars Six Million, One Hundred Thirty Four Thousand, Twenty Five only) per year for approximately 205,495 Tons of Municipal Solid Waste (MSW) along with scope of the all works mentioned in the RFP / BIDDING DOCUMENT and agreed / offered / accepted by your company in the BID along with terms and conditions (copy attached) for a period of 07 years (Seven years), extendable for another 03 (Three years) with mutual consent, from the date of commencement of work.

3. You are directed to submit work plan in consultation with SSWMB and start the work without any delay.


(Dr. A. D. Sajani)
Managing Director

Copy forwarded for information to:-

- 1) The Principal Secretary to Chief Minister, Sindh
- 2) The Secretary to Government of Sindh, Local Government & Housing, Town Planning Department, Karachi

(Contd.)



-2-

- ✓ 3) The Managing Director, Sindh Public Procurement Regulatory Authority
- 4) The Chairman, District Municipal Corporation (Malir), Karachi
- 5) The Executive Director (Finance), SSWMB
- 6) Deputy Secretary (Staff) to Chief Secretary Sindh / Chairman SSWMB
- 7) Director (A & F), Sindh Public Procurement Regulatory Authority, Karachi
- 8) Private Secretary to Minister Local Government, Sindh
- 9) Master File

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**Room No. 2101-6, No. 111, Hushu South Road,
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SWEEPING, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID
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3. You are directed to submit work plan in consultation with SSWMB and start the work without any delay.


(Dr. A. D. Sajani)
Managing Director

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- 1) The Principal Secretary to Chief Minister, Sindh
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(Contd.)



-2-

- ✓ 3) The Managing Director, Sindh Public Procurement Regulatory Authority
- 4) The Administrator, District Municipal Corporation (West), Karachi
- 5) The Executive Director (Finance), SSWMB
- 6) Deputy Secretary (Staff) to Chief Secretary Sindh / Chairman SSWMB
- 7) Director (A & F), Sindh Public Procurement Regulatory Authority, Karachi
- 8) Private Secretary to Minister Local Government, Sindh
- 9) Master File

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS WORTH 50 MILLION (PKR) OR ABOVE

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH SOLID WASTE MANAGEMENT BOARD KARACHI
- 2) PROVINCIAL / LOCAL GOVT./ OTHER: LOCAL GOVERNMENT DEPTT.
- 3) TITLE OF CONTRACT: FRONT END COLLECTION, SWEEPING, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE (DMC WEST AREA).
- 4) TENDER NUMBER: SSWMB/NIT-4.I
- 5) BRIEF DESCRIPTION OF CONTRACT: ATTACHED
- 6) FORUM THAT APPROVED THE SCHEME: NON ADP SCHEME
- 7) TENDER ESTIMATED VALUE: N/A
- 8) ENGINEER'S ESTIMATE: N/A
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 07 (SEVEN) YEAR EXTENDABLE (3 YEARS)
- 10) TENDER OPENED ON (DATE & TIME) 08.03.2017 AT 3.30 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD/DOWNLOADED: 04
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 04
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 04
- 14) BID EVALUATION REPORT: ATTACHED
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER DETAIL ATTACHED
- 16) CONTRACT AWARD PRICE : (ABOVE 10 MILLION) DETAIL ATTACHED
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT 1ST LOWEST EVALUATION BID
(i.e. 1st, 2nd, 3rd EVALUATION BID). (BID EVALUATION REPORT ATTACHED)
YES

18) METHOD OF PROCUREMENT USED : - (Tick one)

a) SINGLE STAGE – ONE ENVELOPE PROCEDURE N/A

b) SINGLE STAGE – TWO ENVELOPE PROCEDURE YES

c) TWO STAGE BIDDING PROCEDURE N/A

d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE : N/A

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING / NEGOTIATION ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT MANAGING DIRECTOR, SSWMB

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

		Yes	
--	--	-----	--

21) ADVERTISEMENT:

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	<u>SPPRA SR. NO. 30664</u>
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Daily Dawn, dated 24-11-2016, Daily Kawish and Daily Regional Times, dated 25-11-2016, Daily Jang and Express dated 25-11-2016 and Daily Khalej Times Dubai - UAE dated 01-12-2016.
No	

	International	
--	---------------	--

22) NATURE OF CONTRACT

23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes			
-----	--	--	--

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes			
-----	--	--	--

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

No			
----	--	--	--

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

--	--	--	--

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes			
-----	--	--	--

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes			
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Yes			
-----	--	--	--

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes			
-----	--	--	--

Yes			
-----	--	--	--

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

Yes			
-----	--	--	--

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	Processed for Compliant Redressal Committee
No	

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	✓

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	Poor Response from International Bidder
No	

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	✓

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes			
-----	--	--	--

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

		No	
--	--	----	--

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

		N/A	
--	--	-----	--

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	✓

Signature & Official Stamp of
Authorized Officer



FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS WORTH 50 MILLION (PKR) OR ABOVE

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- 4) TENDER NUMBER: SSWMB/NIT-4.2
- 5) BRIEF DESCRIPTION OF CONTRACT: ATTACHED
- 6) FORUM THAT APPROVED THE SCHEME: NON ADP SCHEME
- 7) TENDER ESTIMATED VALUE: N/A
- 8) ENGINEER'S ESTIMATE: N/A
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PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING / NEGOTIATION ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT **MANAGING DIRECTOR, SSWMB**

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

		Yes	
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i) SPPRA Website
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Yes	SPPRA SR. NO. 30664
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(If yes, give details)

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No	✓

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	Poor Response from International Bidder
No	

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(If yes, give detailed reasons.)

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35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

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(If yes, enclose a copy)

		No	
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

		N/A	
--	--	-----	--

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	✓

Signature & Official Stamp of
Authorized Officer



FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

REQUEST FOR PROPOSAL (RFP)
FOR
FRONT END COLLECTION, TRANSPORT AND
DISPOSAL OF MUNICIPAL SOLID WASTE FOR
DMC WEST AREA KARACHI, SINDH, PAKISTAN.



Executive Director (Operation-I)
Sindh Solid Waste Management Board
(SSWMB)
Govt. of Sindh

SSWMB- NIT 4.1



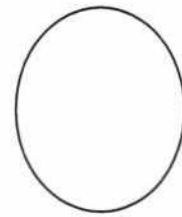
7.23 Price List and B.O.Q.

Item No	Description of Item	Unit	Quantity	Offer Unit Price (US \$) In Figure & In Words	Total Price (in US \$) In Figure & In Words
1.	Providing for and collection of MSW waste, sweeping waste including cost of door-to-door collection , management, operational, monitoring cost and cost of machineries, labours, sweepers, coolies, drivers, transportation, etc, cost of all taxes and other incidental cost as per the contract document.	Tons	752265 Per Year		
2.	Providing for and manual sweepings of roads and streets including management operational, monitoring cost, labour, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Kilo Meter	328420 Kilo Meter Per Year		
3.	Providing for and manual sweeping of footpath, Greenbelts, medians, Roundabouts, open spaces including management operational, monitoring cost, labour, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Sq Kilo Meter	10.14 Square Kilo Meter Per Year		
4.	Providing for and mechanical sweeping of roads including management operational, monitoring cost, labour, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per Kilo Meter	67338 KM Per Year		
5.	Providing for and mechanical washing of main roads including management operational, monitoring cost, labour, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per Kilo Meter	600 KM Per Year		
6.	Providing and supplying at site of				

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Sindh Solid Waste Management Board

- III. Discount on account of labours/workforce obtained from DMC. Total Amount Per Year _____
- IV. Net Cost of Works and services for item listed in Price List/B.O.Q in Figures _____
- V. Net Cost of Works and services for item listed in Price List/B.O.Q in Words _____



Seal & Signature

Name of Contractor/Bidder _____

Address: _____

Landline & Cell # : _____

Fax # : _____

e-mail address : _____

[126]

Executive Director (Operation-I)
Karachi

DMC - West

Contractor

REQUEST FOR PROPOSAL (RFP)
FOR
FRONT END COLLECTION AND DISPOSAL OF
MUNICIPAL SOLID WASTE FOR DMC MALIR
AREA KARACHI, SINDH, PAKISTAN.



Executive Director (Operation-I)
Sindh Solid Waste Management Board
(SSWMB)
Govt. of Sindh

SSWMB- NIT: 4.2



7.19 Work in emergency

The contractor in case of emergency may be called upon to provides works and services as per scope of work under this contract and the contractor shall comply with such emergency orders of procuring agency without excuses. Non compliance of the contractor shall lead to disqualification and will be dealt accordingly

7.20 Payment of Income Tax

The contractor, sub contractor and their employees shall be responsible for payment of all taxes and all type of income taxes, other taxes and taxes on income arising out of the contract and rate and prices coated by the contractor shall be deemed to cover all such taxes.

7.21 Local Taxation

The price coated by the contractor shall include all customs duties, import duties, business taxes income and other taxes that may levied in accordance with law and regulation in force in Pakistan as of the date, 28 days prior to the closing date for the submission of bid and taxes on vehicle machinery tools acquired for the purpose of the contract and on services performed under the contract, nothing in the contract shall relived the contractor from his responsibilities to pay taxes that may levied in respect of the contract.

7.22 Liability of the contractor

The contractor and their sub contractor or assigns shall follow strictly all relevant labour laws including workman's compensation act, and the procuring agency fully indemnified for all claims arising out of any damage by the contractor, his sub contractors or assigns and labour employed by them.

7.23 Price List and B.O.Q.

Item No	Description of Item	Unit	Quantity	Offer Unit Price (US \$) In Figure & In Words	Total Price (in US \$) In Figure & in Words
1.	Providing for and collection of MSW waste, sweeping waste including cost of door to door collection, management, operational, monitoring cost and cost of machineries, labours, sweepers, coolies, drivers, transportation, etc, cost of all taxes and other incidental cost as per the contract document.	Tons	205495 Per Year		

[103]

Executive Director (Operation-I)
Karachi

Malir

Contractor

Sindh Solid Waste Management Board

	cubage 1. 6.6 Meter Cube 2. 10 Meter Cube 3. 12 Meter Cube 4. 16 Meter Cube	Each Each Each	100 Nos 75 Nos 75 Nos		
7.	Providing for and collection and transportation of offals and other sacrificial animal waste (on eve of Eid ul Azha) from door steps, roads, streets, lanes open ground i.e. from the whole area under contract including cost of collection, transportation and disposal to landfill site (Jam Chakro Landfill site) including cost of management, monitoring, labours, machinery, incidental cost and cost of all taxes etc. complete			600 Ton Per Year	

- I. Per Year cost of work and services for item listed in price list / B.O.Q. in Figures _____
- II. Per Year cost of work and services for item listed in price list / B.O.Q. in words _____
- III. Discount on account of labours/workforce obtained from DMC Malir. Total Amount Per Year _____
- IV. Net Cost of Works and services for item listed in Price List/B.O.Q in Figures _____
- V. Net Cost of Works and services for item listed in Price List/B.O.Q in Words _____

Seal & Signature

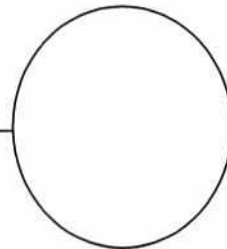
Name of Contractor/Bidder _____

Address: _____

Landline & Cell # : _____

Fax # : _____

e-mail address : _____



[105]

Executive Director (Operation-I)
Karachi

Malir

Contractor

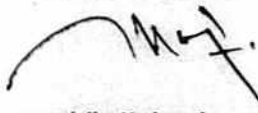
BID EVALUATION REPORT - SSWMB/NIT-4/206-17
REQUEST FOR PROPOSAL (RFP) FOR FRONT END COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE FOR WEST (DMC WEST AREAS), KARACHI.


- | | |
|--|---|
| 1. Name of Procuring Agency: | Sindh Solid Waste Management Board. |
| 2. Tender Reference No: | SSWMB/ NIT-4.1 |
| 3. Tender Description/Name of work/item: | "REQUEST FOR PROPOSAL (RFP) FOR FRONT END COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE FOR WEST (DMC WEST AREAS), KARACHI". |
| 4. Method of Procurement: | Open Competitive Bidding (International)
Single Stage – Two Envelop Procedure. |
| 5. Tender Published: | SPPRA & SSWMB Website (SPPRA Serial No. 30664)
Daily Kawish (25-11-2016), Jang Karachi (25-11-2016), Dawn Karachi (24.11.2016) and Khaleej Times, Dubai - UAE (01-12-2016).
<u>EXTENSION IN DATE:</u> Daily Kawish (27-12-2016), Jang Karachi (28-12-2016), Dawn Karachi (28-12-2016) and Khaleej Times, Dubai - UAE (05-01-2017).
<u>EXTENSION IN DATE:</u> Daily Kawish (23-02-2017), Express Karachi (22-02-2017), News Karachi (22-02-2017) and Khaleej Times, Dubai - UAE (02-03-2017). |
| 6. Total Bid Sold / downloaded: | 04 |
| 7. Total Bids Received: | 04 |
| 8. Technical Bid Opening date: | 08.03.2017 |
| 9. No. of Bid technically qualified: | 03 |
| 10. Bid(s) Rejected: | 1 |
| 11. Technical Evaluation Report: | 18-07-2017 |
| 12. Financial Bid Opening date: | 25-07-2017 |

Works / Services


REQUEST FOR PROPOSAL (RFP) FOR FRONT END COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE FOR WEST (DMC WEST AREAS), KARACHI.

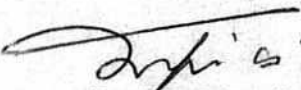
S No	Name of Firm or Bidder	Cost offered by the Bidder, US\$ (Million)	Ranking in terms of cost	Remarks
1.	M/s Changyi Kangie Sanitation Engg: Co.	33,475,729.50	3 rd Lowest	No Bid security
2.	M/s Hangzhou Jinjiang Group Sanitation Services Co.	16,348,721.50	1 st Lowest	Bank Guarantee No. LG2880IB700016 (US\$ 1,504,530.00 Million)
3.	M/s Tus-Sound Waste Busters - Daewoo Express.	33,056,680.38	2 nd Lowest	Bank Guarantee No. 1045-018/017 dated 6-3-2017 (US\$ 2.0 Million) Note:- M/s Tus-Sound waste Busters - Daewoo Express furnished 2.0 Million US\$ against bid security for 4.1 & 4.2 collectively instead of separately as mentioned in RFP / bid document.


(Shamsuddin Katpar)
 D.D.(Finance) SSWMB
 Member


(Affab Ahmed)
 Dy. Dir (Proc.) SSWMB
 Member


(Engr. Rashid Rauf)
 AEN, PME Division Karachi
 Member


(Engr. Hussain Ahmed Mastoi)
 XEN,RDD, Karachi
 Member


(Dr. A. D. Sajnani)
 E.D. (Operation-I), SSWMB
 Chairman

BID EVALUATION REPORT - SSWMB/NIT-4/206-17
REQUEST FOR PROPOSAL (RFP) FOR FRONT END COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE FOR MALIR (DMC MALIR AREAS), KARACHI.

- | | |
|--|---|
| 1. Name of Procuring Agency: | Sindh Solid Waste Management Board. |
| 2. Tender Reference No: | SSWMB/ NIT-4.2 |
| 3. Tender Description/Name of work/item: | "REQUEST FOR PROPOSAL (RFP) FOR FRONT END COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE FOR MALIR (DMC MALIR AREAS), KARACHI". |
| 4. Method of Procurement: | Open Competitive Bidding (International)
Single Stage – Two Envelop Procedure. |
| 5. Tender Published: | SPPRA & SSWMB Website (SPPRA Serial No. 30664)
Daily Kawish (25-11-2016), Jang Karachi (25-11-2016), Dawn Karachi (24.11.2016) and Khaleej Times, Dubai - UAE (01-12-2016).
<u>EXTENSION IN DATE:</u> Daily Kawish (27-12-2016), Jang Karachi (28-12-2016), Dawn Karachi (28-12-2016) and Khaleej Times, Dubai - UAE (05-01-2017).
<u>EXTENSION IN DATE:</u> Daily Kawish (23-02-2017), Express Karachi (22-02-2017), News Karachi (22-02-2017) and Khaleej Times, Dubai - UAE (02-03-2017). |
| 6. Total Bid Sold / downloaded: | 04 |
| 7. Total Bids Received: | 04 |
| 8. Technical Bid Opening date: | 08.03.2017 |
| 9. No. of Bid technically qualified: | 03 |
| 10. Bid(s) Rejected: | 1 |
| 11. Technical Evaluation Report: | 18-07-2017 |
| 12. Financial Bid Opening date: | 25-07-2017 |

Works / Services


REQUEST FOR PROPOSAL (RFP) FOR FRONT END COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE FOR MALIR (DMC MALIR AREAS), KARACHI.


S No	Name of Firm or Bidder	Cost offered by the Bidder, US\$ (Million)	Ranking in terms of cost	Remarks
1.	M/s Changyi Kangie Sanitation Engg. Co.	9,380,987.20	2 nd Lowest	No Bid security
2.	M/s Hangzhou Jinjiang Group Sanitation Services Co.	4,155,743.00	1 st Lowest	Bank Guarantee No. LG2880IB700017 (US\$ 410,990.00 Million)
3.	M/s Tus-Sound Waste Busters - Daewoo Express.	12,700,099.26	3 rd Lowest	Bank Guarantee No. 1045-018/017 dated 6-3-2017 (US\$ 2.0 Million) Note:- M/s Tus-Sound waste Busters - Daewoo Express furnished 2.0 Million US\$ against bid security for 4.1 & 4.2 collectively instead of separately as mentioned in RFP / bid document.


(Shamsuddin Katpar)
 D.D.(Finance) SSWMB
 Member


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 Dy. Dir (Proc.) SSWMB
 Member


(Engr. Rashid Rauf)
 AEN/PHE Division Karachi
 Member


(Engr. Hussain Ahmed Mastoi)
 XEN,RDD, Karachi
 Member


(Dr. A. D. Sajani)
 E.D. (Operation-I), SSWMB
 Chairman

K195942



KASHIF NAZKI 012004 012004
 Licence No. 02 G-14, Spanish HOMES
 Phase 1, D.H.A., Karachi. # 8 OCT 2017

S no. 100 Dated 08 OCT 2017
 Issued To With Address M/S. Hangzhou Jinjiang Group Sanitation Services Company
 Through With Address Private
 Purpose Private
 Value Rs 100 Attache Private
 Stamp Vendor's Signature Private
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)

**Appendix A
 (INTEGRITY PACT)**

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

Contract No. SSWMB-NIT 4.1 of 2016-17 Dated _____
 Contract Value: US\$22,334,747.85 in words Twenty Two Million, Three Hundred Thirty Four Thousand, Seven Hundred Forty Seven Dollars and Eighty Five Cents only.
 Contract Title: FRONT END COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE FOR ZONE WEST (DMC WEST AREA) KARACHI SINDH PAKISTAN.

M/SHANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED 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 (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED 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 GoS, except that which has been expressly declared pursuant here to.

M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.



K195941



KASHIF RAZA STAMP VENDOR
 Licence No: 02 G-14, Spanish Homes
 Phase-1, D.H.A., Karachi.

S.no. 1111
 Issued To With Address: Only
 Through With Address: Only
 Purpose: Only
 Value Rs. 100/- Attached
 Stamp Vendor's Signature: [Signature]

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

06 OCT 2017

(RUPEES ONE HUNDRED ONLY)

Hangzhou Jinjiang Group Sanitation Services Company Pakistan (Private) Limited

M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contractor or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED 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 GoS.

Name of Seller/Supplier: LIN PENG

Signature: 林鹏



289
4/10/2013

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CONTRACT AGREEMENT FOR WORK

OF

FRONT END COLLECTION AND DISPOSAL OF

MUNICIPAL SOLID WASTE FOR ZONE WEST

(DMC WEST AREA) KARACHI SINDH

PAKISTAN

DMC West Agreement

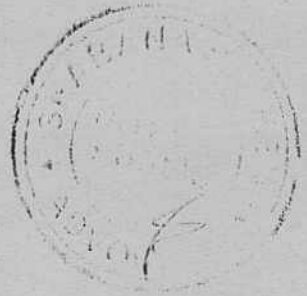
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SSWMB Page 1 of 38

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11/10/17



CONTRACT AGREEMENT

This OPERATION AND SERVICES AGREEMENT (Hereinafter called the "AGREEMENT") is made and entered into this day of ---- October 2017 by and between M/S SINDH SOLID WASTE MANAGEMENT BOARD (SSWMB),(Hereinafter referred to as the "CLIENT" or alternatively "**PROCURING AGENCY**" which expression shall, where the context permits, include its successors-in-interest and permitted assigns),

AND

M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY LIMITED, INCORPORATED IN PAKISTAN AS **HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN**

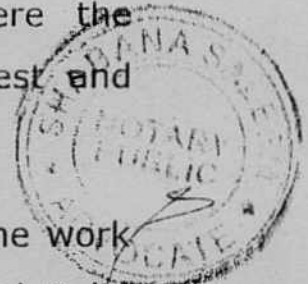
DMC West Agreement

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Contractor

c/o

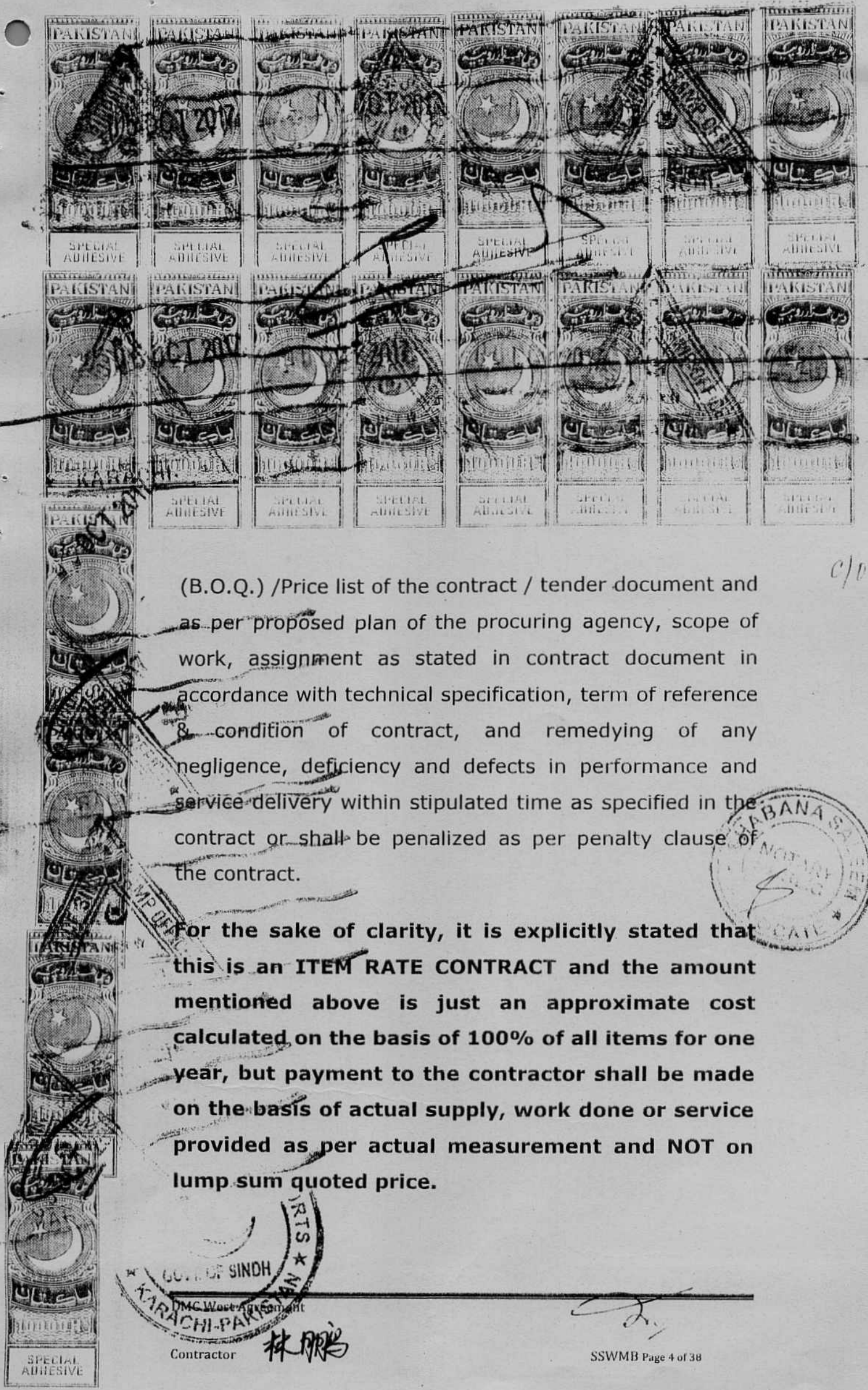
(PRIVATE) LIMITED [CONSORTIUM OF HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY LIMITED (LEAD COMPANY); DALIAN MINGRI ENVIRONMENTAL CO. LTD.; BEWG (CHINA) INVESTMENT CO. LTD.] -(Hereinafter referred to as the **"CONTRACTOR"** which expression shall, where the context permits, include its successors-in-interest and permitted assigns).

Whereas the procuring agency is desirous that the work of Front End Collection and Disposal of Municipal Solid Waste for WEST Zone (DMC WEST Area), Karachi Sindh Pakistan should be executed by the contractor and has accepted the bid (US\$22,334,747.85 in words Twenty Two Million, Three Hundred Thirty Four Thousand, Seven Hundred Forty Seven Dollars and Eighty Five Cents only) inclusive of Income Tax, Sales Tax and other taxes, if any) per year submitted by the contractor, in response to the International Tender, for supply, execution & completion of such work as are enlisted in Bill of Quantity



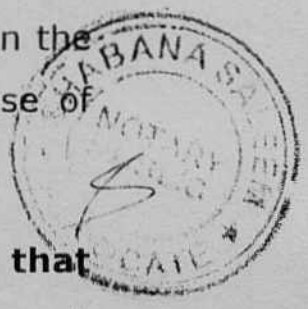
DMC West Area
Contractor

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(B.O.Q.) /Price list of the contract / tender document and as per proposed plan of the procuring agency, scope of work, assignment as stated in contract document in accordance with technical specification, term of reference & condition of contract, and remedying of any negligence, deficiency and defects in performance and service delivery within stipulated time as specified in the contract or shall be penalized as per penalty clause of the contract.

c/o



For the sake of clarity, it is explicitly stated that this is an **ITEM RATE CONTRACT** and the amount mentioned above is just an approximate cost calculated on the basis of 100% of all items for one year, but payment to the contractor shall be made on the basis of actual supply, work done or service provided as per actual measurement and **NOT** on lump sum quoted price.



Contractor *林明*



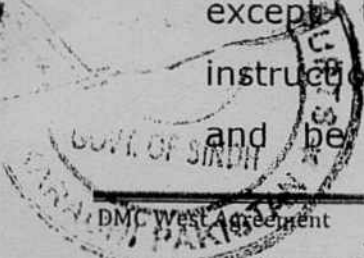
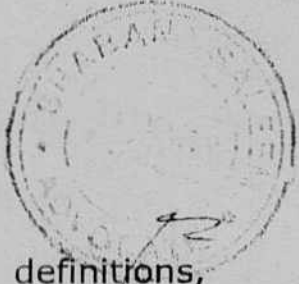
NOW, THEREFORE, based upon the principles of mutual benefit, contents of Request for Proposals (RFP) read with Addendum, if any, and through negotiations, both parties agree as follows:

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Now, this agreement witnesseth as follows:

1. In this agreement words expressions, definitions, interpretations and abbreviations shall have the same meanings as are respectively assigned to them in the Request for Proposals (RFP) and addendum thereto herein after referred to as Annexures "A" & "B" respectively.

2. The following documents and addendum to it, except those parts and clauses relating to instructions to bidder, shall be deemed to from and be read and construed as part of this



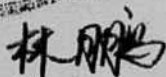
DMC West Agreement
Contractor 林朋

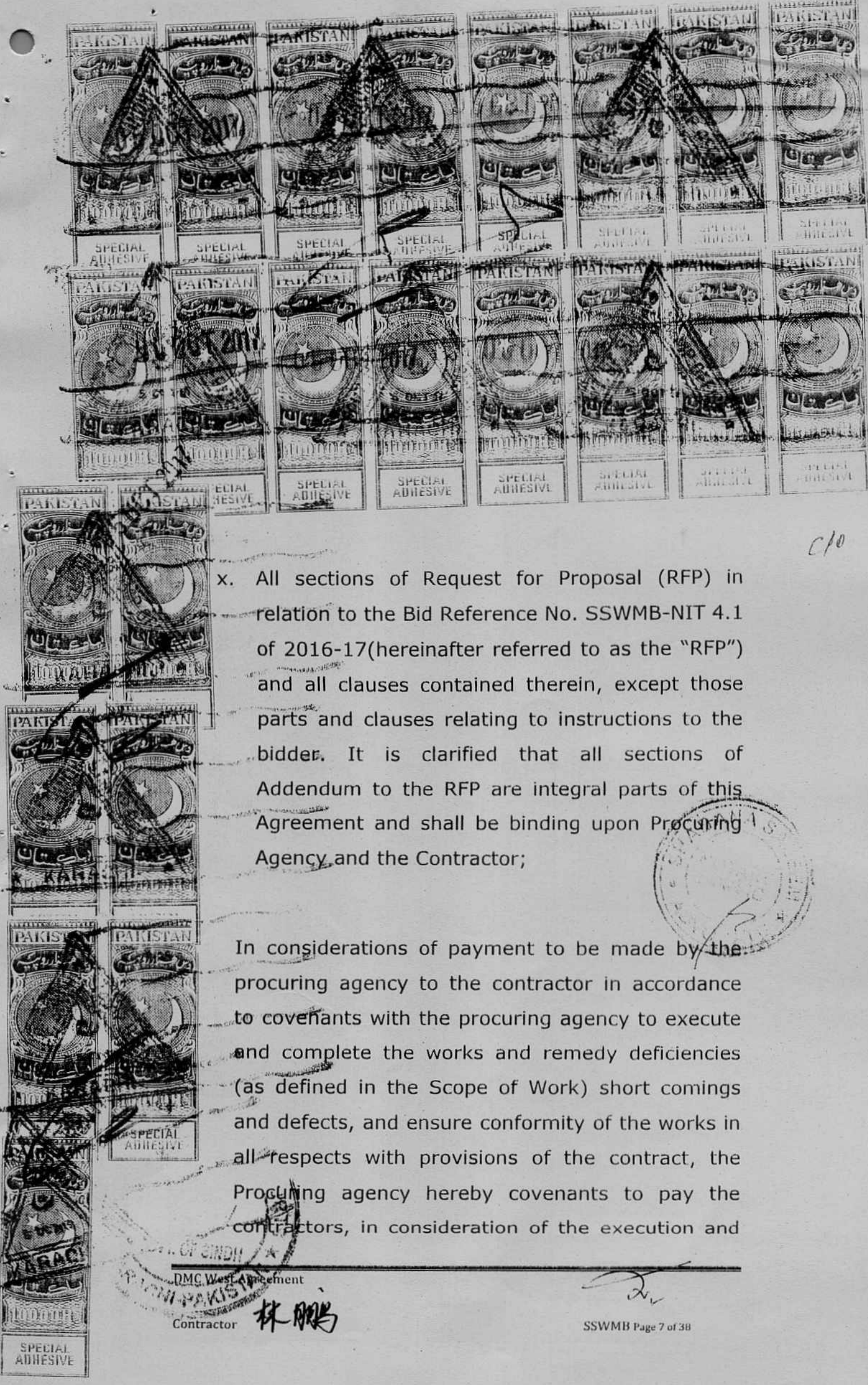
Contract and shall be deemed to be binding on the parties unless otherwise specifically excluded or amended through an addendum:

- i. The Contract Agreement;
- ii. The letter of Acceptance dated 18.08.2017;
- iii. The completed form of Bid, dated 08.03.2017;
- iv. Completed and duly filled price list / B.O.Q.;
- v. The completed appendices to the bid dated 08.03.2017 (appendix A to G) including but not limited to;
- vi. Special Stipulations (Appendix-A to Bid);
- vii. Completed and duly filled price list / Bill of Quantities (BOQ) and detailed calculation and rate analysis (Appendix-D& D-1 to Bid);
- viii. Additional Terms and Conditions of the Contract Agreement;
- ix. The Drawings / Maps of the Area;

DMO W&S Agreement

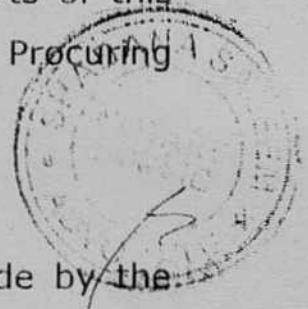
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x. All sections of Request for Proposal (RFP) in relation to the Bid Reference No. SSWMB-NIT 4.1 of 2016-17(hereinafter referred to as the "RFP") and all clauses contained therein, except those parts and clauses relating to instructions to the bidder. It is clarified that all sections of Addendum to the RFP are integral parts of this Agreement and shall be binding upon Procuring Agency and the Contractor;

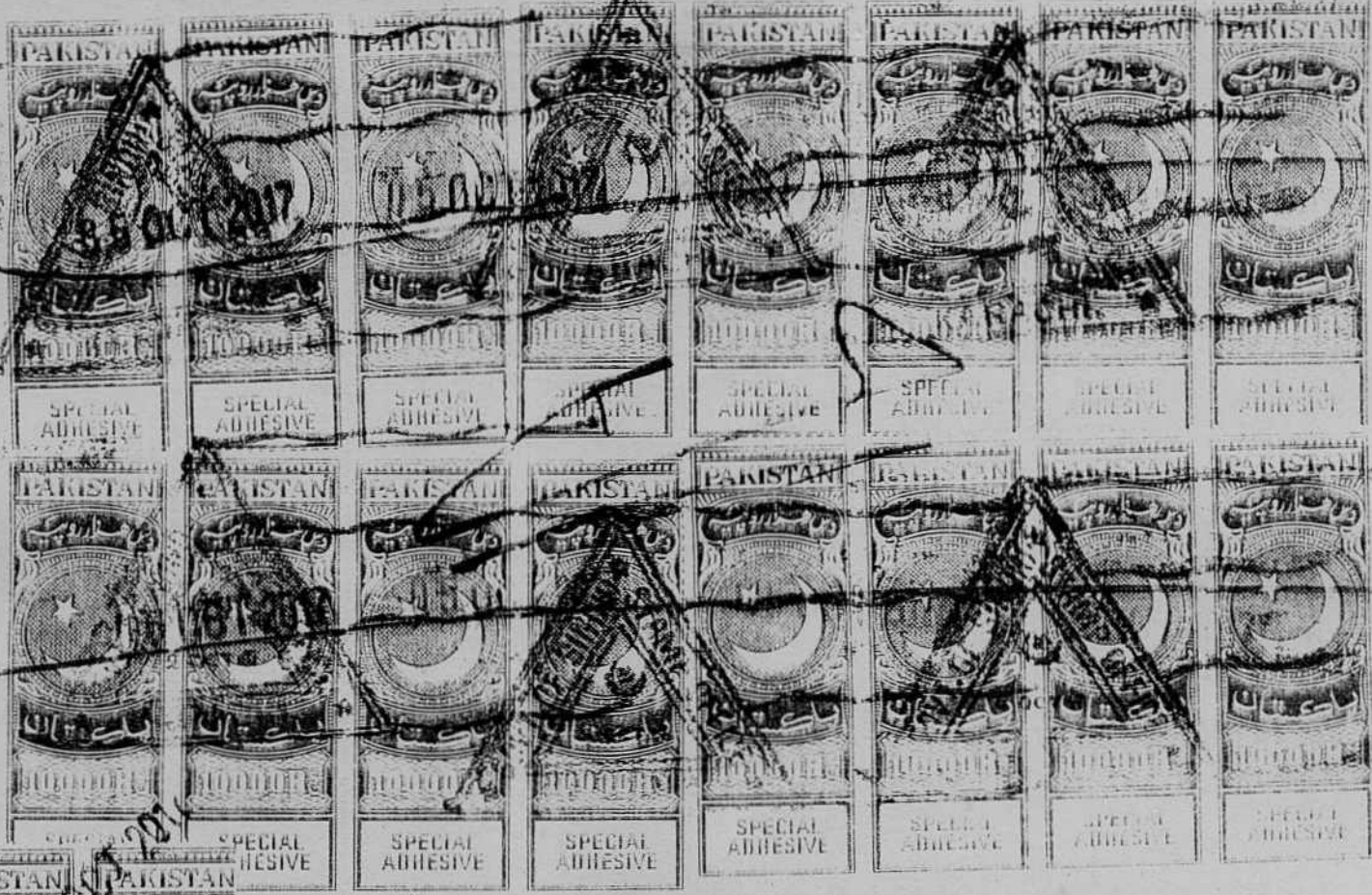


In considerations of payment to be made by the procuring agency to the contractor in accordance to covenants with the procuring agency to execute and complete the works and remedy deficiencies (as defined in the Scope of Work) short comings and defects, and ensure conformity of the works in all respects with provisions of the contract, the Procuring agency hereby covenants to pay the contractors, in consideration of the execution and

OF SINDH
DMC West Agreement
PAKISTAN

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completion of works as per provisions of the contract the itemized contract price on the basis of item rate of price list/BOQ and such other sum as may become payable under provision of the contract at the time and in the manner prescribed by the contract;

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4. Additional terms & conditions / clarifications:



i. Type of agreement and contract provision:

For the sake of clarity breakdown of rates quoted by the Contractor and accepted by the Procuring Agency are reproduced below:

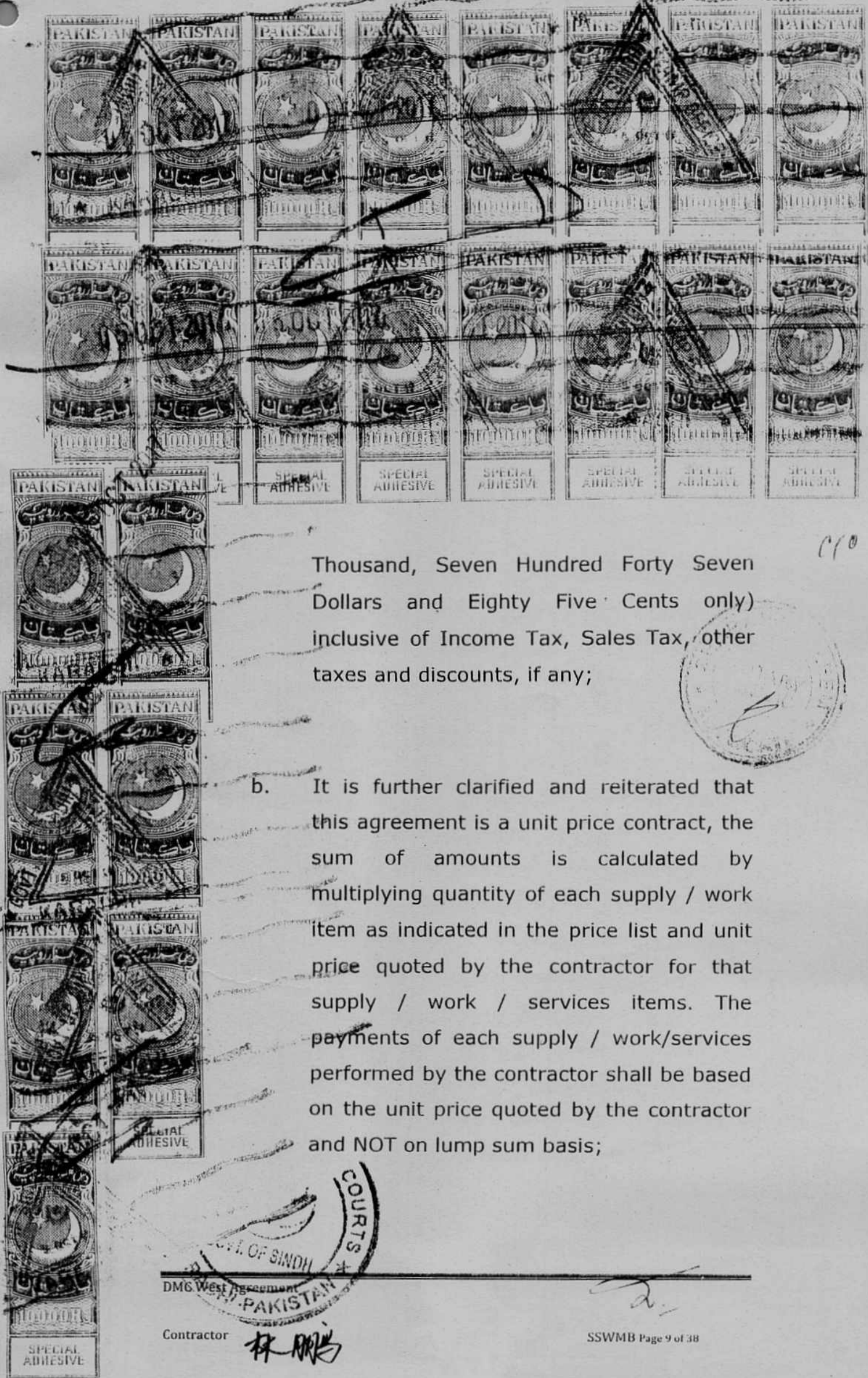
a. Total Bid of Contractor: US\$22,334,747.85 in words Twenty Two Million, Three Hundred Thirty Four

DMC West Agreement

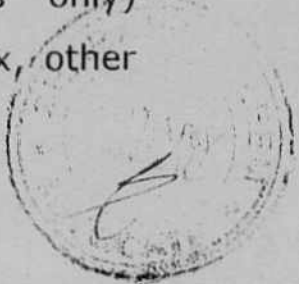
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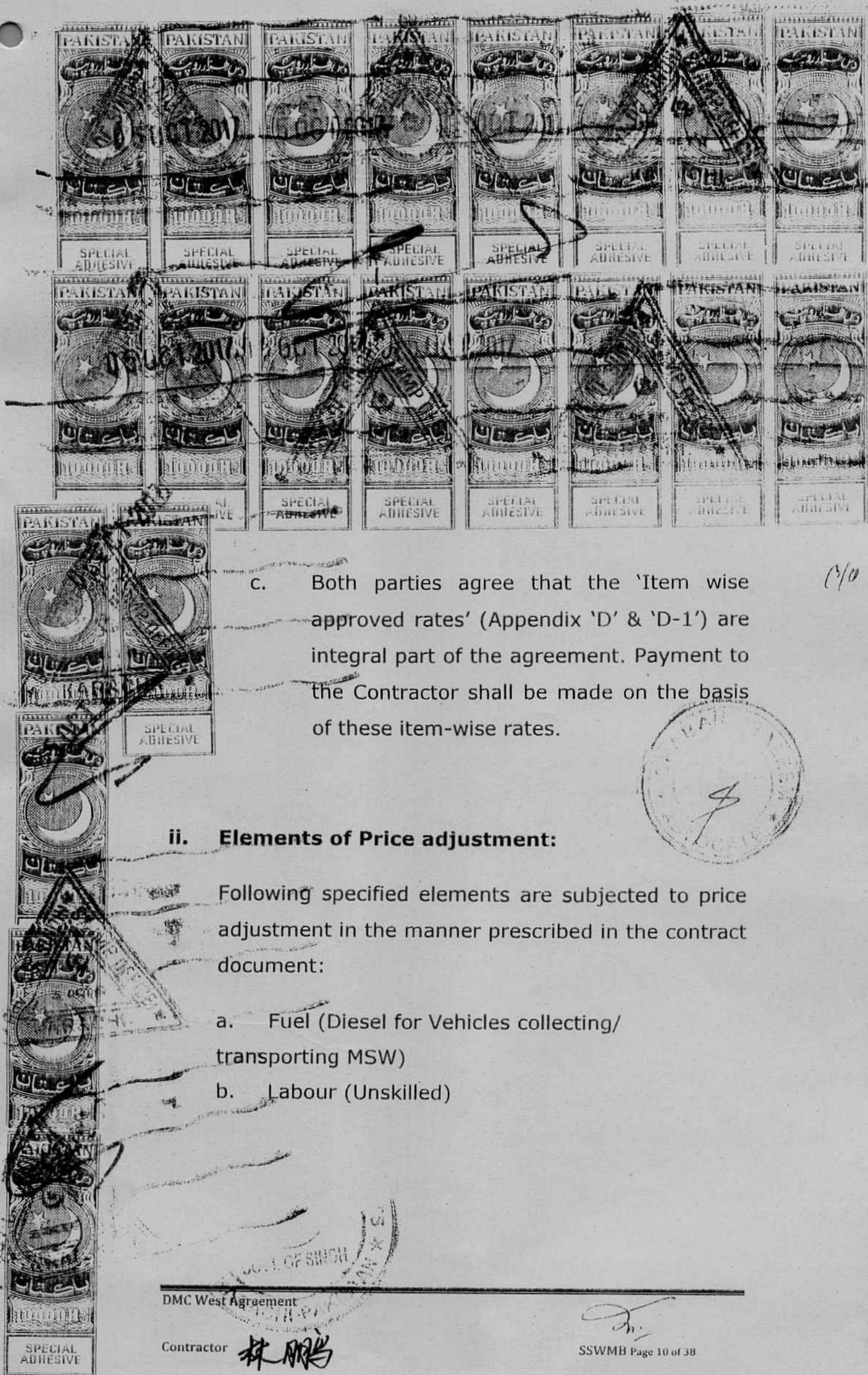
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Thousand, Seven Hundred Forty Seven Dollars and Eighty Five Cents only) inclusive of Income Tax, Sales Tax, other taxes and discounts, if any;



b. It is further clarified and reiterated that this agreement is a unit price contract, the sum of amounts is calculated by multiplying quantity of each supply / work item as indicated in the price list and unit price quoted by the contractor for that supply / work / services items. The payments of each supply / work/services performed by the contractor shall be based on the unit price quoted by the contractor and NOT on lump sum basis;



Contractor *[Signature]*



c. Both parties agree that the 'Item wise approved rates' (Appendix 'D' & 'D-1') are integral part of the agreement. Payment to the Contractor shall be made on the basis of these item-wise rates.

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ii. Elements of Price adjustment:

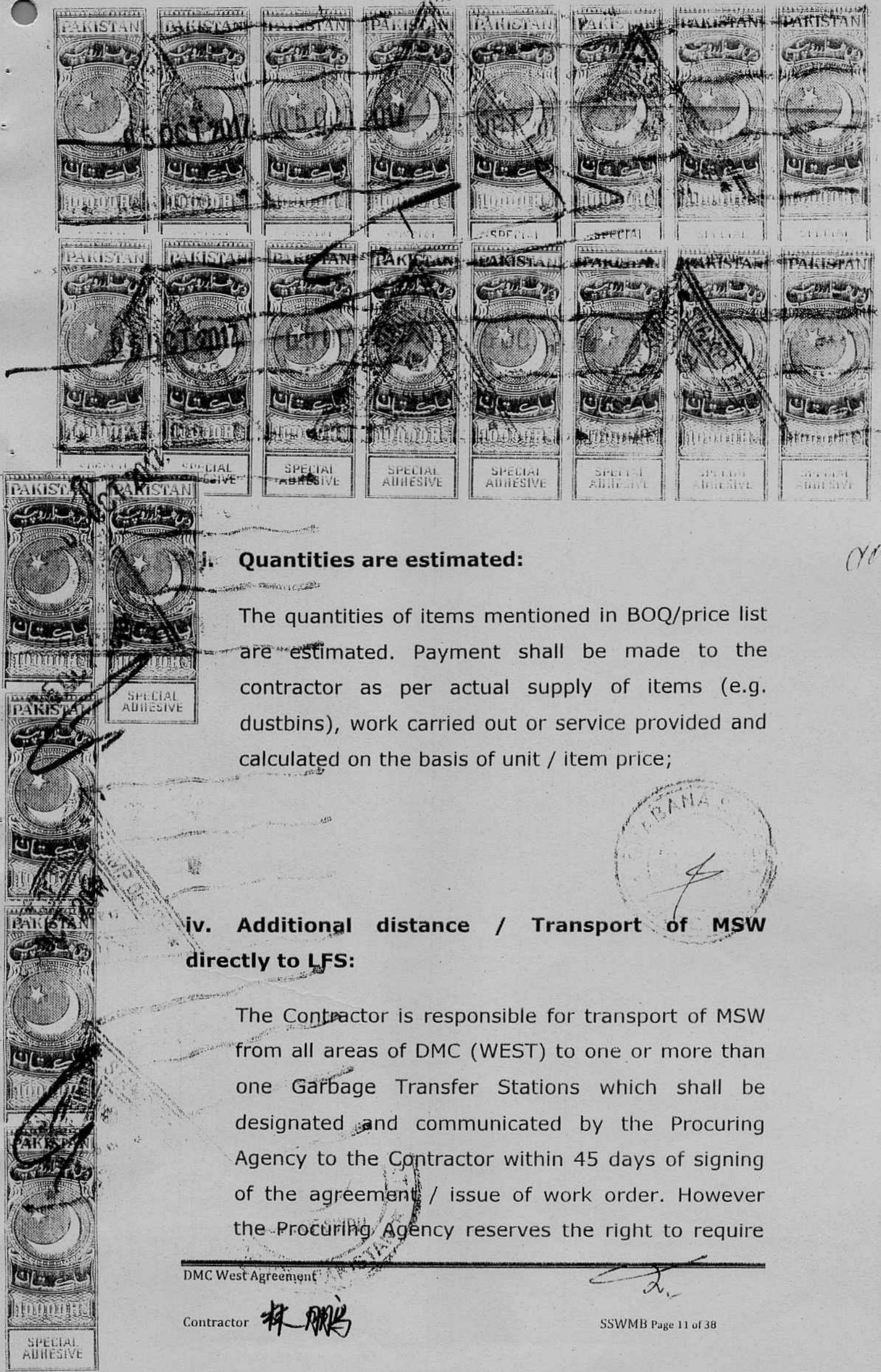
Following specified elements are subjected to price adjustment in the manner prescribed in the contract document:

- a. Fuel (Diesel for Vehicles collecting/transporting MSW)
- b. Labour (Unskilled)

DMC West Agreement

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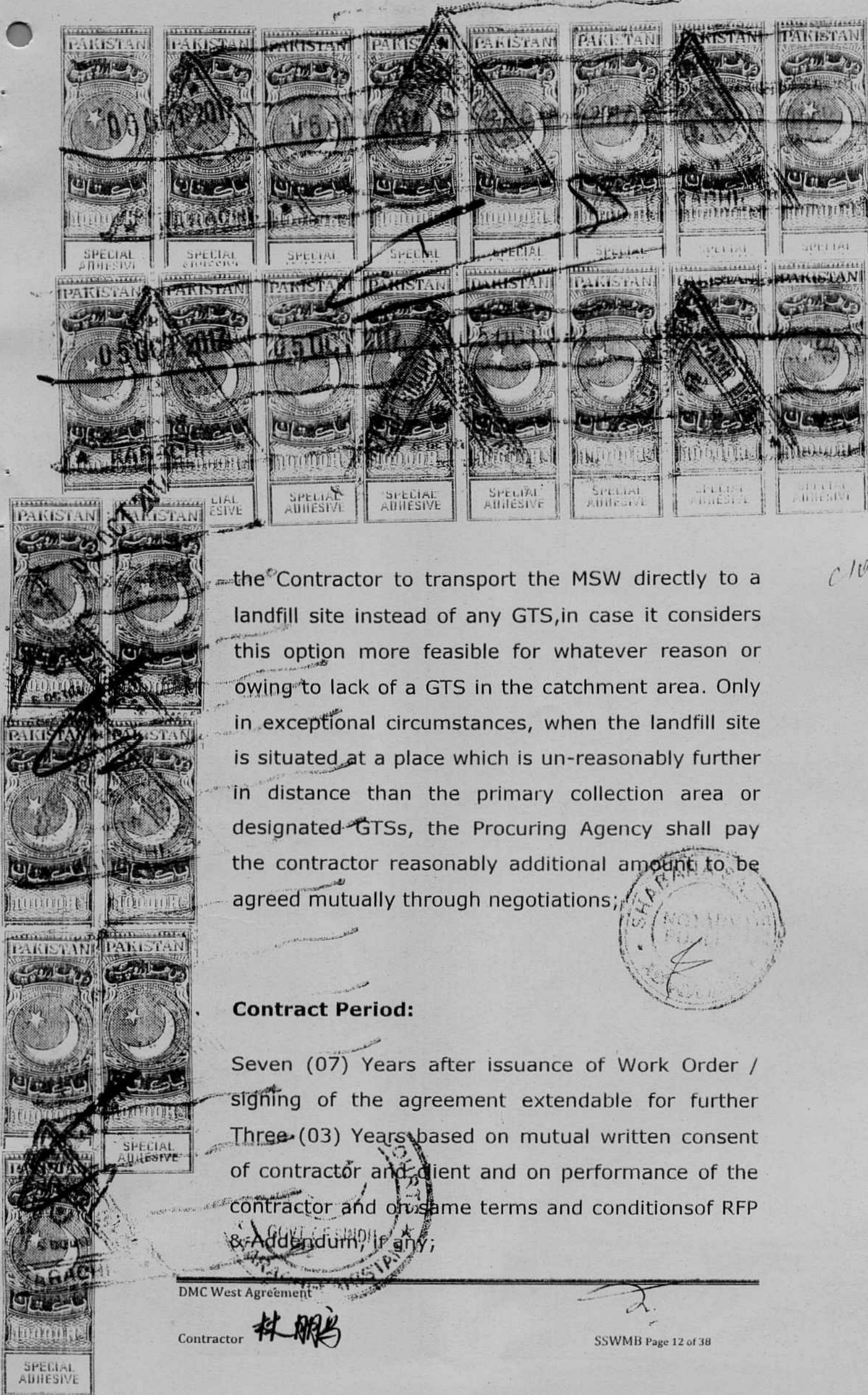
iii. Quantities are estimated:

The quantities of items mentioned in BOQ/price list are estimated. Payment shall be made to the contractor as per actual supply of items (e.g. dustbins), work carried out or service provided and calculated on the basis of unit / item price;

iv. Additional distance / Transport of MSW directly to LFS:

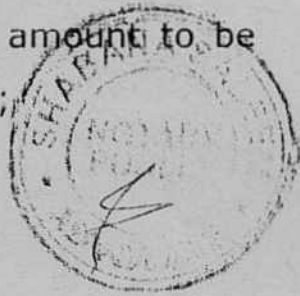
The Contractor is responsible for transport of MSW from all areas of DMC (WEST) to one or more than one Garbage Transfer Stations which shall be designated and communicated by the Procuring Agency to the Contractor within 45 days of signing of the agreement / issue of work order. However the Procuring Agency reserves the right to require





the Contractor to transport the MSW directly to a landfill site instead of any GTS, in case it considers this option more feasible for whatever reason or owing to lack of a GTS in the catchment area. Only in exceptional circumstances, when the landfill site is situated at a place which is un-reasonably further in distance than the primary collection area or designated GTSs, the Procuring Agency shall pay the contractor reasonably additional amount to be agreed mutually through negotiations;

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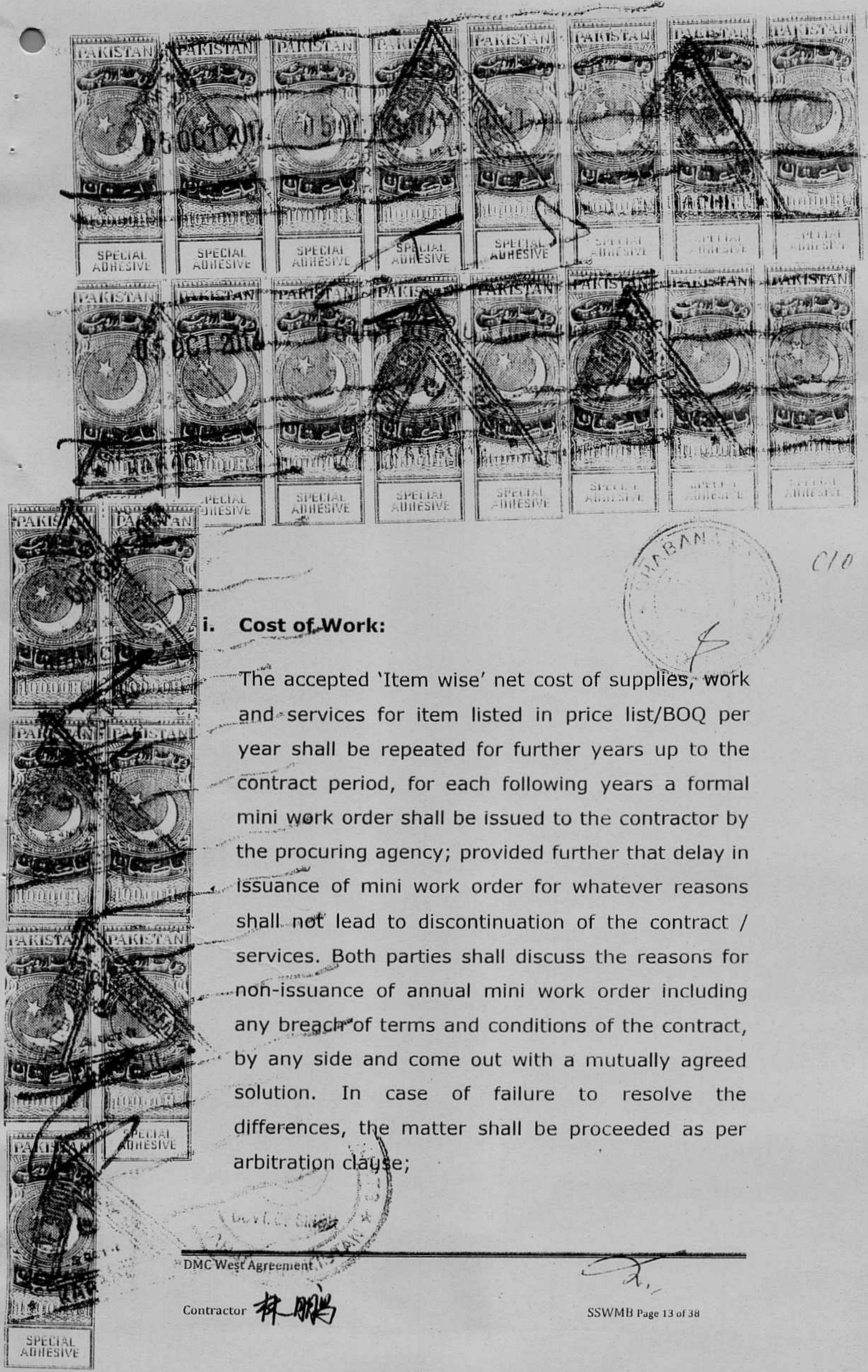
Contract Period:

Seven (07) Years after issuance of Work Order / signing of the agreement extendable for further Three (03) Years based on mutual written consent of contractor and client and on performance of the contractor and on same terms and conditions of RFP & Addendum, if any;

DMC West Agreement

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i. Cost of Work:

The accepted 'Item wise' net cost of supplies, work and services for item listed in price list/BOQ per year shall be repeated for further years up to the contract period, for each following years a formal mini work order shall be issued to the contractor by the procuring agency; provided further that delay in issuance of mini work order for whatever reasons shall not lead to discontinuation of the contract / services. Both parties shall discuss the reasons for non-issuance of annual mini work order including any breach of terms and conditions of the contract, by any side and come out with a mutually agreed solution. In case of failure to resolve the differences, the matter shall be proceeded as per arbitration clause;

DMC West Agreement

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ii. Plastic bags;

Plastic bags will be provided free of cost by contractor/operator to all residential units (for door to door collection only) for the first two weeks only. The size and grade of polythene bag shall be according to the specification given in the RFP. In the case of apartments or multi-storey buildings, the contractor in consultation with the Procuring Agency may opt for alternate strategy to collect the garbage from central point where management of that building deposits their garbage / solid waste.

viii. Litterbins, metal buckets and metal containers:

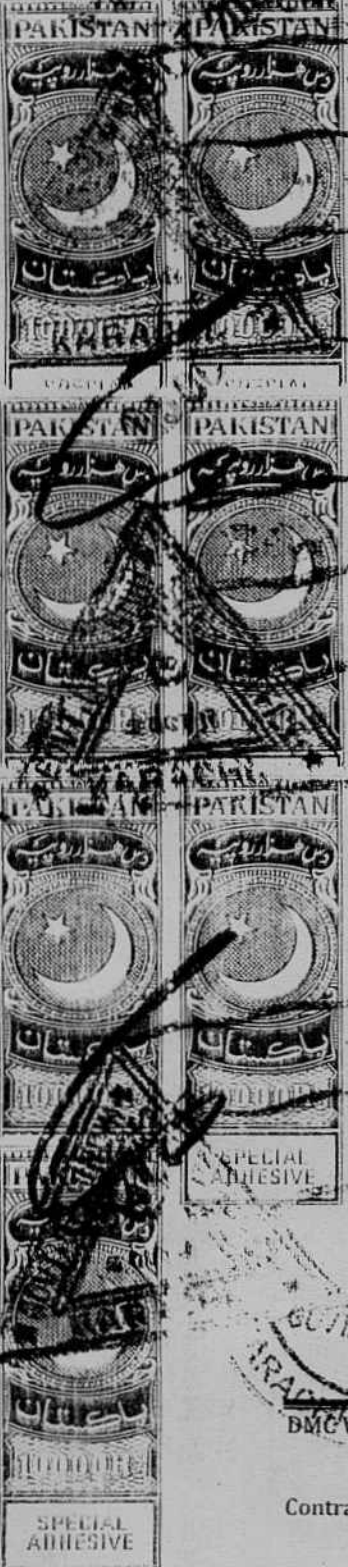
The litterbins, metal buckets and metal containers shall be provided with prior approval of the Procuring Agency for the quality/specifications and numbers. However, keeping in view the area



DMC West Agreement

Contractor

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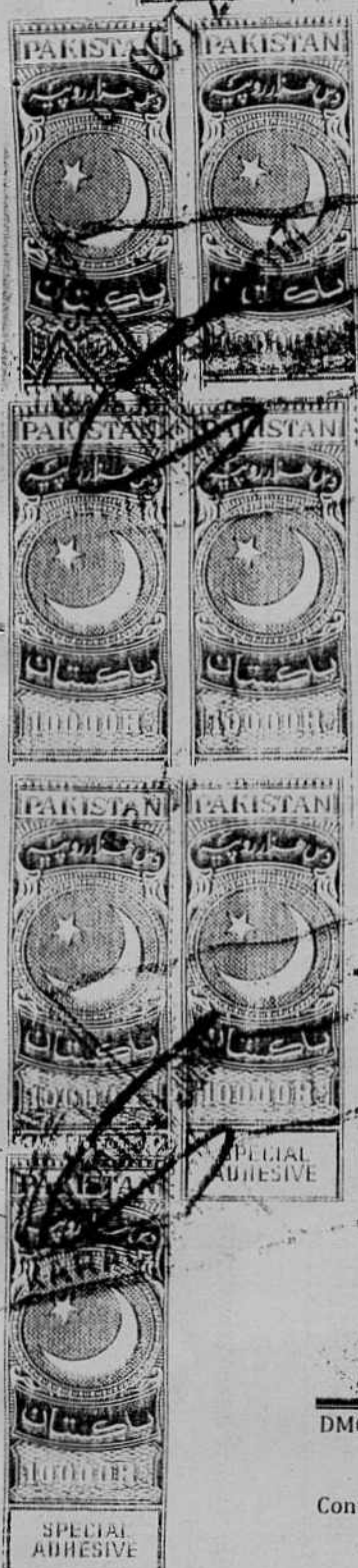
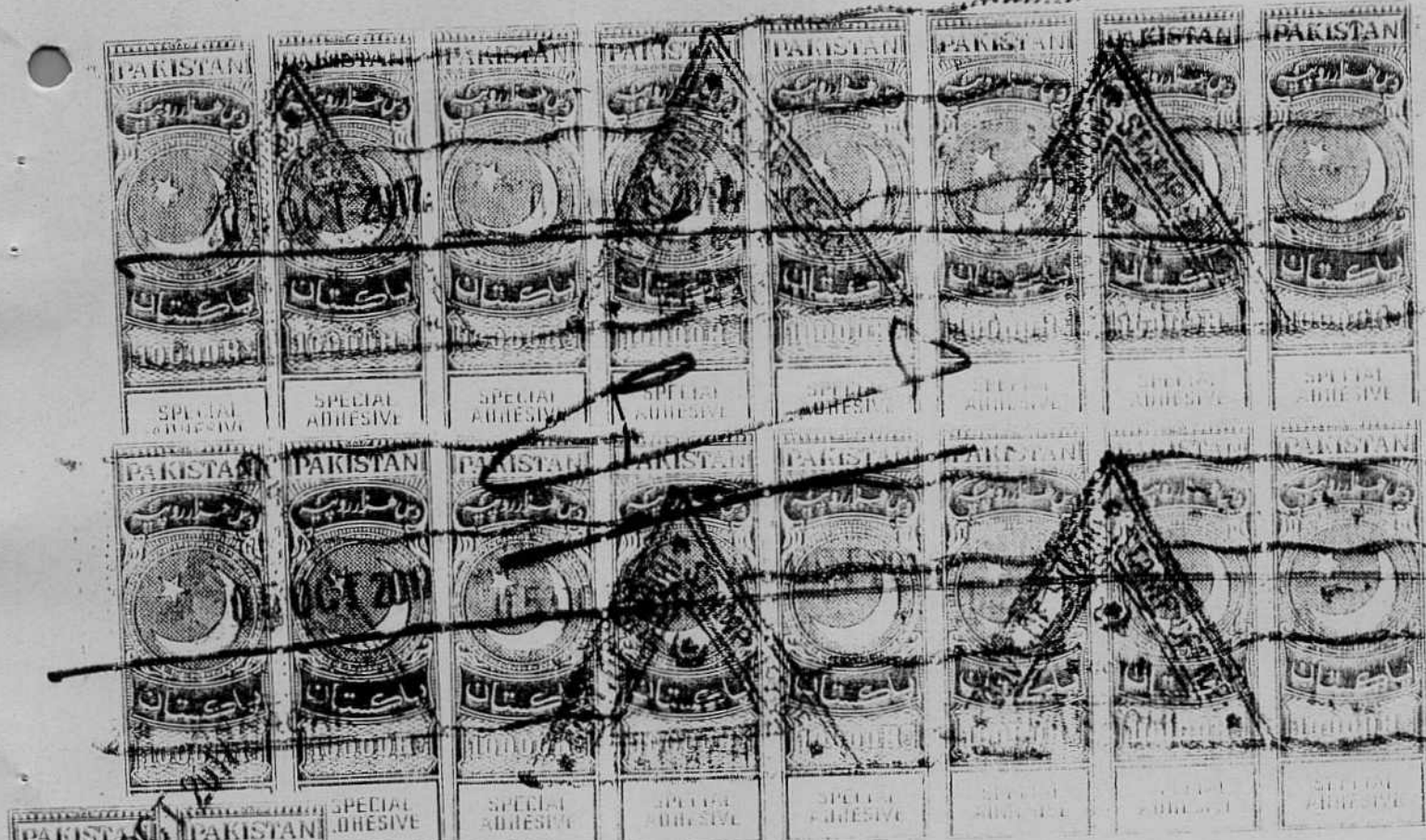
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requirement, the size and type of the container may be changed but this shall be done only with mutual agreement, provided further that total capacity of garbage handling shall not be less than the total capacity required under RFP document. The litterbins, buckets and containers shall be replaced, as and when required on the basis of their service life. Bins, buckets and containers if damaged or stolen due to negligence/improper handling shall be replaced by the contractor at its own cost. Anytime during contract period, if required, SSWMB may ask the contractor to provide additional dustbins of the size as per requirement and the contractor shall be bound to supply the same on the quoted and approved rates;



BMC West Agreement

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4. Registration with FBR, SRB etc.

The Contractor shall be responsible to get their Firm / Consortium / Company registered with all the agencies as required under the law of Islamic Republic of Pakistan at the earliest possible but not later than 60 days of signing of this agreement. This shall include, but not limited to, Security & Exchange Commission of Pakistan (SECP), Federal Board of Revenue (FBR), Sindh Revenue Board (SRB) etc.



The Contractor shall provide detailed specification of different types of Garbage lifting vehicles / Compactors, Bucket Loaders, open trucks, tractors, trolleys, Chingchi / Rikshaw, Motor cycles with back containers for garbage collection from narrow lanes or door to door, Mechanical Washers and Road Washing Machines as well as size and number of

DMC West Agreement

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Dustbins / Containers to the Procuring Agency and get approval before supply;

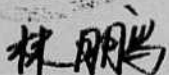
The Contractor shall be responsible for regularly carrying out repair, maintenance, washing and colouring of the vehicles, machinery, equipment and containers supplied for execution of the contract;

i. In case of additional need, the Procuring agency may ask the Contractor to supply additional number of dustbins and the Contractor is bound to supply the same on the already approved rates;

xiii. For effective and efficient working, and real time monitoring of the performance / operations, the Contractor shall establish a well equipped

DMC West Agreement

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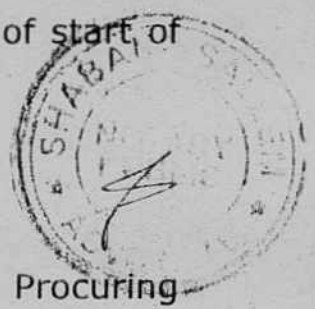




Command and Control Centre within earliest possible time but not later than 60 days of start of field operation in the area;

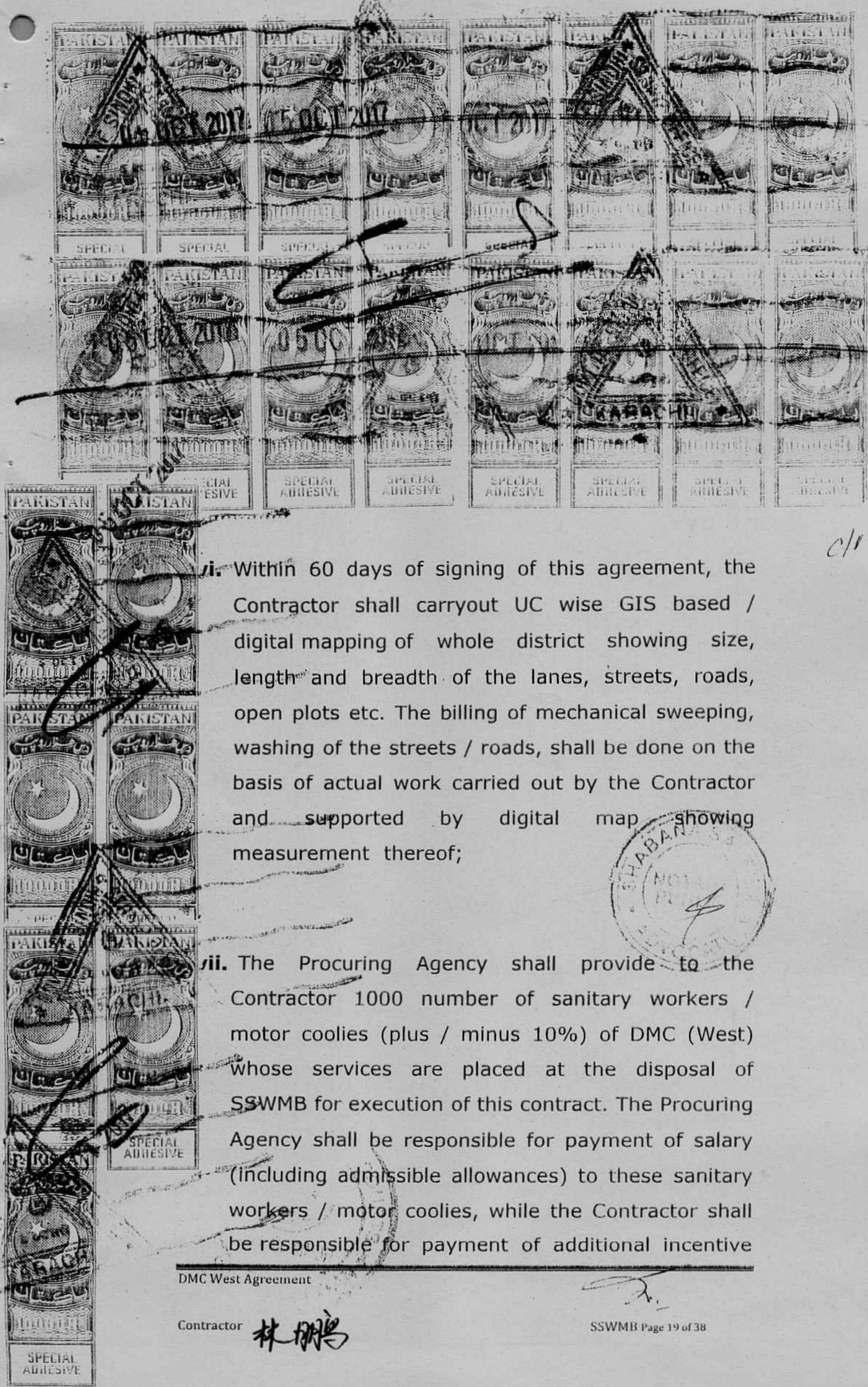
v. The Contractor shall also establish a well-equipped **Complaint Management System** within earliest possible time but not later than 60 days of start of field operation in the area;

v. The Contractor in collaboration with the Procuring Agency shall prepare and implement Community Awareness Programme within earliest possible time but not later than 60 days of start of field operation in the area. This will be an ongoing activity throughout the contract period;

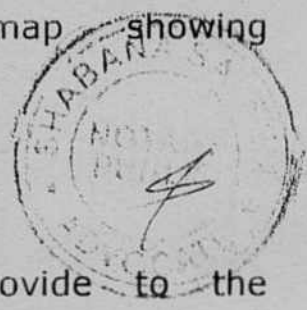


DMC West Agreement

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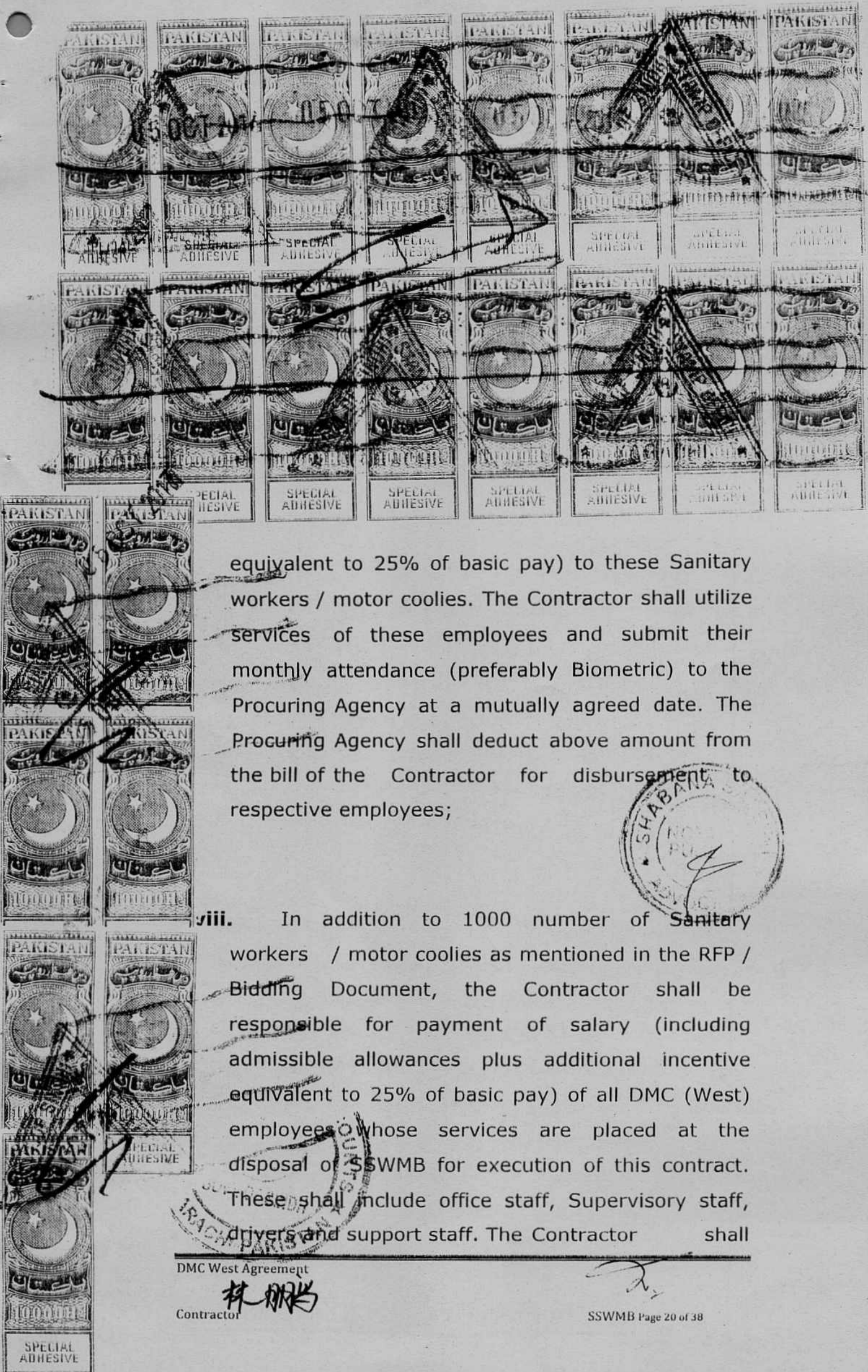
vi. Within 60 days of signing of this agreement, the Contractor shall carryout UC wise GIS based / digital mapping of whole district showing size, length and breadth of the lanes, streets, roads, open plots etc. The billing of mechanical sweeping, washing of the streets / roads, shall be done on the basis of actual work carried out by the Contractor and supported by digital map showing measurement thereof;



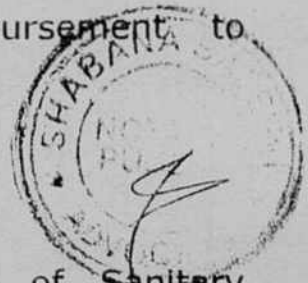
vii. The Procuring Agency shall provide to the Contractor 1000 number of sanitary workers / motor coolies (plus / minus 10%) of DMC (West) whose services are placed at the disposal of SSWMB for execution of this contract. The Procuring Agency shall be responsible for payment of salary (including admissible allowances) to these sanitary workers / motor coolies, while the Contractor shall be responsible for payment of additional incentive

DMC West Agreement

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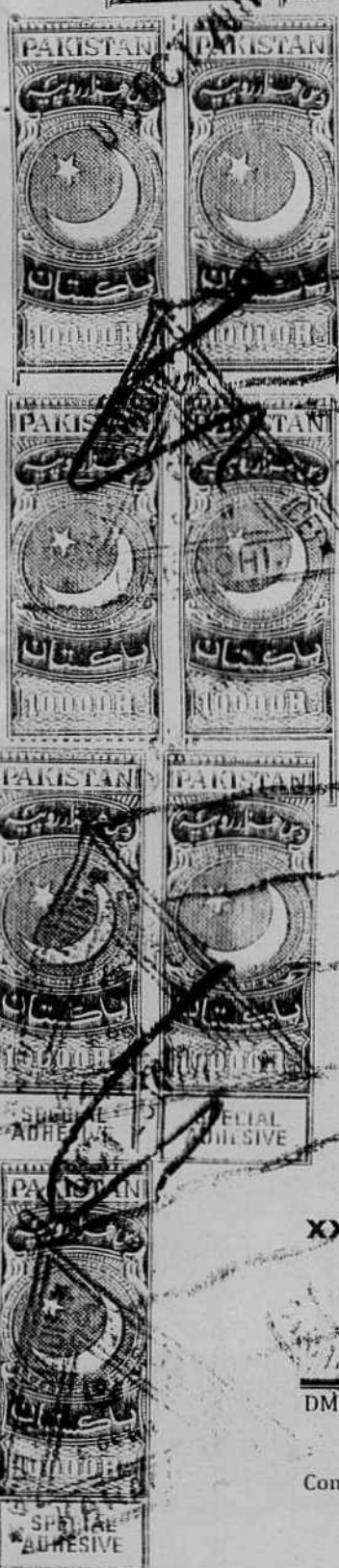
equivalent to 25% of basic pay) to these Sanitary workers / motor coolies. The Contractor shall utilize services of these employees and submit their monthly attendance (preferably Biometric) to the Procuring Agency at a mutually agreed date. The Procuring Agency shall deduct above amount from the bill of the Contractor for disbursement to respective employees;



viii. In addition to 1000 number of Sanitary workers / motor coolies as mentioned in the RFP / Bidding Document, the Contractor shall be responsible for payment of salary (including admissible allowances plus additional incentive equivalent to 25% of basic pay) of all DMC (West) employees whose services are placed at the disposal of SSWMB for execution of this contract. These shall include office staff, Supervisory staff, drivers and support staff. The Contractor shall

DMC West Agreement

Contractor



utilize services of these employees and submit their monthly attendance (preferably Biometric) to Procuring Agency at a mutually agreed date and the Procuring Agency shall deduct above amount from the bill of the Contractor for disbursement to respective employees. Procuring Agency shall not withhold salary of any employee simply because of failure of the contractor to provide attendance in time;

x. Based on the field requirement, the Contractor shall employ and deploy additional staff for execution of the contract. This shall include drivers / operators for Chingchi / Rikshaw, sanitation vehicles (compactors, vans etc.), coolies or sanitary workers on as and when required basis;

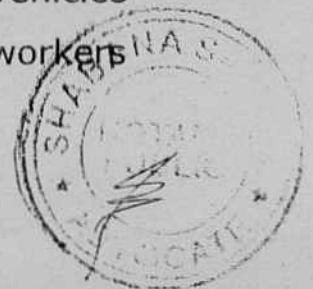
xx. The Contractor in consultation with the Procuring Agency shall devise a Biometric attendance system of employees and submit their monthly attendance

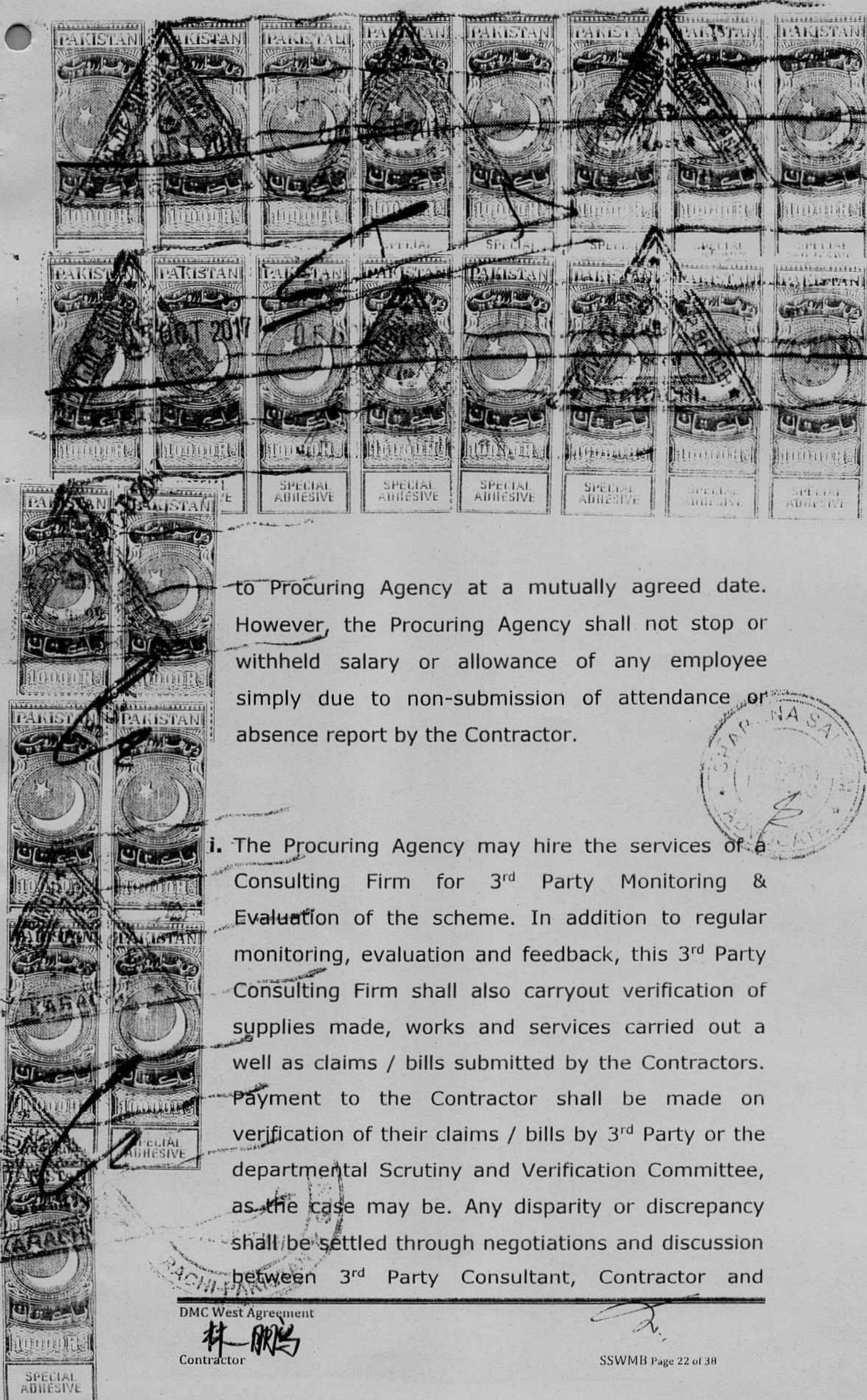
DMC West Agreement

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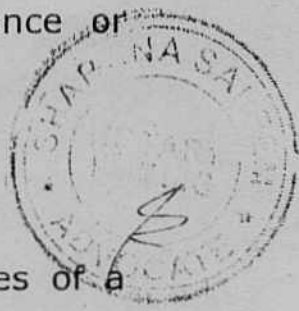
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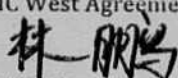




to Procuring Agency at a mutually agreed date. However, the Procuring Agency shall not stop or withheld salary or allowance of any employee simply due to non-submission of attendance or absence report by the Contractor.



- i. The Procuring Agency may hire the services of a Consulting Firm for 3rd Party Monitoring & Evaluation of the scheme. In addition to regular monitoring, evaluation and feedback, this 3rd Party Consulting Firm shall also carryout verification of supplies made, works and services carried out as well as claims / bills submitted by the Contractors. Payment to the Contractor shall be made on verification of their claims / bills by 3rd Party or the departmental Scrutiny and Verification Committee, as the case may be. Any disparity or discrepancy shall be settled through negotiations and discussion between 3rd Party Consultant, Contractor and

DMC West Agreement

 Contractor



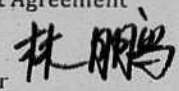
Procuring Agency, provided further that the Contractor shall point out any disparity or discrepancy within 10 days of submission of verified claims / bills by the 3rd Party or the departmental Scrutiny and Verification Committee. If the disparity or discrepancy is not settled, the Contractor shall have the right, within 10 days, to request for Arbitration as per RFP / bidding document;


xxii. Transition Period

Transition period for the purpose of implementation of this contract is 03 (three) months starting from date of signing of agreement and work order. The contractor shall be liable to start its activities of the work and services even in the transaction period.

Within the transition period the contractor shall be bound to provide and manage the contract in accordance with the plan proposed in the contract



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Contractor 


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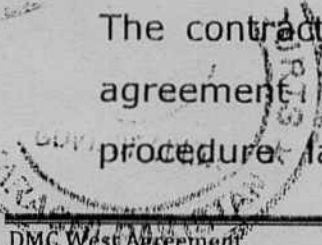


and assure and shall provide new vehicles as required under contract for Solid Waste collection, transportation, sweeping and washing, arrive on ground and start the work within the period prescribed in the contract document. In addition to new vehicles and machinery, the Contractor may also use vehicles from the existing fleet of DMC on lease, payment or repair and maintenance basis; or hire additional vehicles and machinery from the open market on lease or hire basis in order to clear routine as well as backlog (if any) of garbage / solid waste;



xxiii. Compliance of Laws and Rules Regulations:

The contractor shall be bound under this contract agreement to comply with all substantive and procedure laws of Islamic Republic of Pakistan



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which may include but are not limited to the followings:

- i. Labour Laws
- ii. Land Laws
- iii. Environmental Laws
- iv. Local Govt. Act, 2013 amended form time to time.
- v. All National and Provincial Rules and Regulation applicable to the nature of services and works under this contract.



Inability of contractor to comply with all laws, rules, regulation and procedures will result in penalization, as per penalty clauses provided in the contract / relevant laws of the land;

DMC West Agreement

Contractor

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All substantive and procedural laws of Islamic Republic of Pakistan including Sindh Public Procurement Rules 2010 amended 2017, whether mentioned or not, shall govern the contract and have overriding effect in case of any conflict;



xxiv. Indemnification by the Contractor:

Contractor shall indemnify, defend and hold harmless the Procuring Agency (SSWMB), its member, officers, directors, employee and representatives from and against any and all claims arising out of or in anyway connected with gross negligence, fraud, or willful misconduct of the contractor or any one acting on contractor's behalf or under his instructions in connection with this contract and contractor's obligations there under. Any cost or expense incurred by the contractor

DMC West Agreement

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pursuant to its indemnity obligation under this clause shall be the sole responsibility of the contractor.

AND



The contractor shall indemnify the SSWMB, its employees against all losses and claims in respect of:

- a. Death or injury to any person, due to accident;
- b. Loss or damage to any vehicle, plant, property which may arrive out of accident or public riot or in consequences of execution of work and against all claims, proceedings, damages, cost,

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charges and expanses, whatsoever in respect of or in relation thereto, the contractor shall indemnify the client, its officers, employee for any loss claims, demands or lawsuits resulting from defects in contractor's performance during execution of work and services;

v. Contractor Liability for Indemnification:

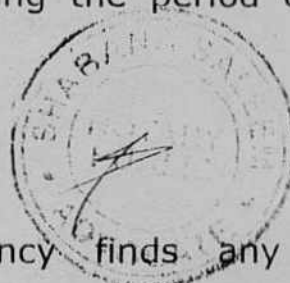
The contractor shall be directly responsible for the choice or use of defective or non-compliant tools or machineries, deficiencies of performance in works and services, mistakes in sufficient supervision or any failure to fulfill his obligation in accordance with the provisions of this contract and specification and any other losses and damages that may occur due to similar reasons. The contractor shall indemnify procuring agency from such losses and damages in accordance with pertinent legislation;



vi. **Penalties and cancellation of contract:**

a. Penalties as prescribed in the contract document shall be imposed if negligence, discrepancies and deficiencies on the part of the contractor to fulfill their obligations on the performance of works and services and the requirements to perform such works and services are found during the period of this contract;

b. If the procuring agency finds any non-conformity/contrary to the job description defined in contract document, the contractor shall be bound, given a chance to bring his work standards to the satisfaction level of the procuring agency and if the non-conformity is not corrected within the time limit granted by the procuring agency, the penalties will be



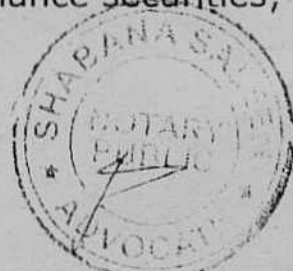


imposed on the contractor as per time limit mentioned in the RFP;

c. If non-conformity continuous, despite the penalties the procuring agency may terminate the agreement, and any damages to the procuring agency due to these non-conformities of the contractor shall be recovered from his performance securities;

vii. Work in Emergency:

The contractor in case of emergency may be called upon to provide works and services as per scope of work under this contract and the contractor shall comply with such emergency orders of procuring agency without excuses. Non-compliance of the



Handwritten signature of the contractor

contractor shall lead to disqualification and will be dealt accordingly;

It is further clarified that during special events like Eid, Moharram, National Celebrations or at times of any emergency, disaster or natural calamity, the Contractor may be asked to provide additional support, which may or may not be part of scope of the contract, in the shape of vehicles, machinery, equipment or supplies e.g. lime powder, insecticide etc. The Procuring Agency may compensate / reimburse the Contractor on actual cost basis, which will be mutually agreed on submission of invoice / bill by the Contractor;

DMC West Agreement

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viii. **DMC (WEST) employees shall remain employees of DMC (WEST):**

After negotiations both parties agree that whole sanitation staff presently on payroll of DMC (WEST) shall be provided / deputed to work with the contractor. However, these employees shall remain employees of DMC (WEST). Their salary, Provident Fund and pension etc. shall remain the responsibility of DMC (WEST). However, the contractor shall be liable to pay incentive to these workers at the rate of 25% of their running basic pay, as per parameters defined in the RFP document;

xix. **Tax:**

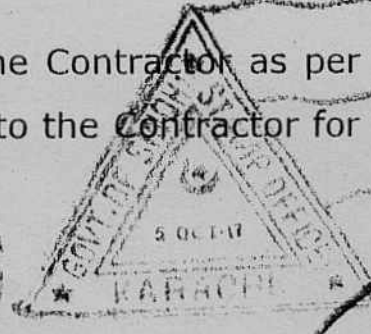
The Contractor shall reflect all taxes separately on any invoice raised to the Procuring Agency. The Procuring Agency shall withhold and pay all

DMC West Agreement

Contractor

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applicable taxes on behalf of the Contractor as per law and shall provide evidence to the Contractor for tax deposited;



xxx. Payment to be made on Quoted Base Price basis:

The prices quoted by the Contractor in its bid have been calculated as inclusive of income tax, sales tax and any other taxes levied by the government from time to time at the rates prevailing at that point in time. The payment to the Contractor shall be made on Base Price offered by the Contractor and accepted by the Procuring Agency i.e. the Procuring Agency shall deduct the applicable taxes before making any payment. The Procuring Agency shall be responsible to deposit applicable taxes on behalf of the Contractor and shall provide evidence of the deposits having been made. The Contractor shall

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bear the cost of and have the benefit of any variation in the rate of applicable taxes;

i. Duties of Parties:

a. The Contractor shall furnish Performance Security of 1% of the contract amount of US\$22,334,747.85 (or equivalent PKR) per year as per the Letter of Acceptance dated 18.08.2017 in the form of a bank guarantee;

b. The Procuring Agency will deduct Retention Money from contractor's running performance bill at the rate of 5% (Five Percent) of monthly bill amount. The retention money shall be released in the currency in which it is deducted (Pak Rupees) after 12th (Twelve) running bill payments of the contractor for the work successfully executed for last twelve month.

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The amount due to the contractor in respect of retention money shall be released (within 60 days after end of twelve months contract period) after deduction of such amount as are required to be recovered on account of default of contractor in performing his functions, if any, under this contract;



xxxii. End of Project:

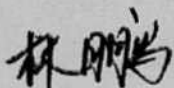
- a. If this Agreement is determined by way of termination within the contract period of seven years, then the assets belonging to the Contractor may be purchased by the Procuring Agency on the assessed value to be performed by an appraiser approved by

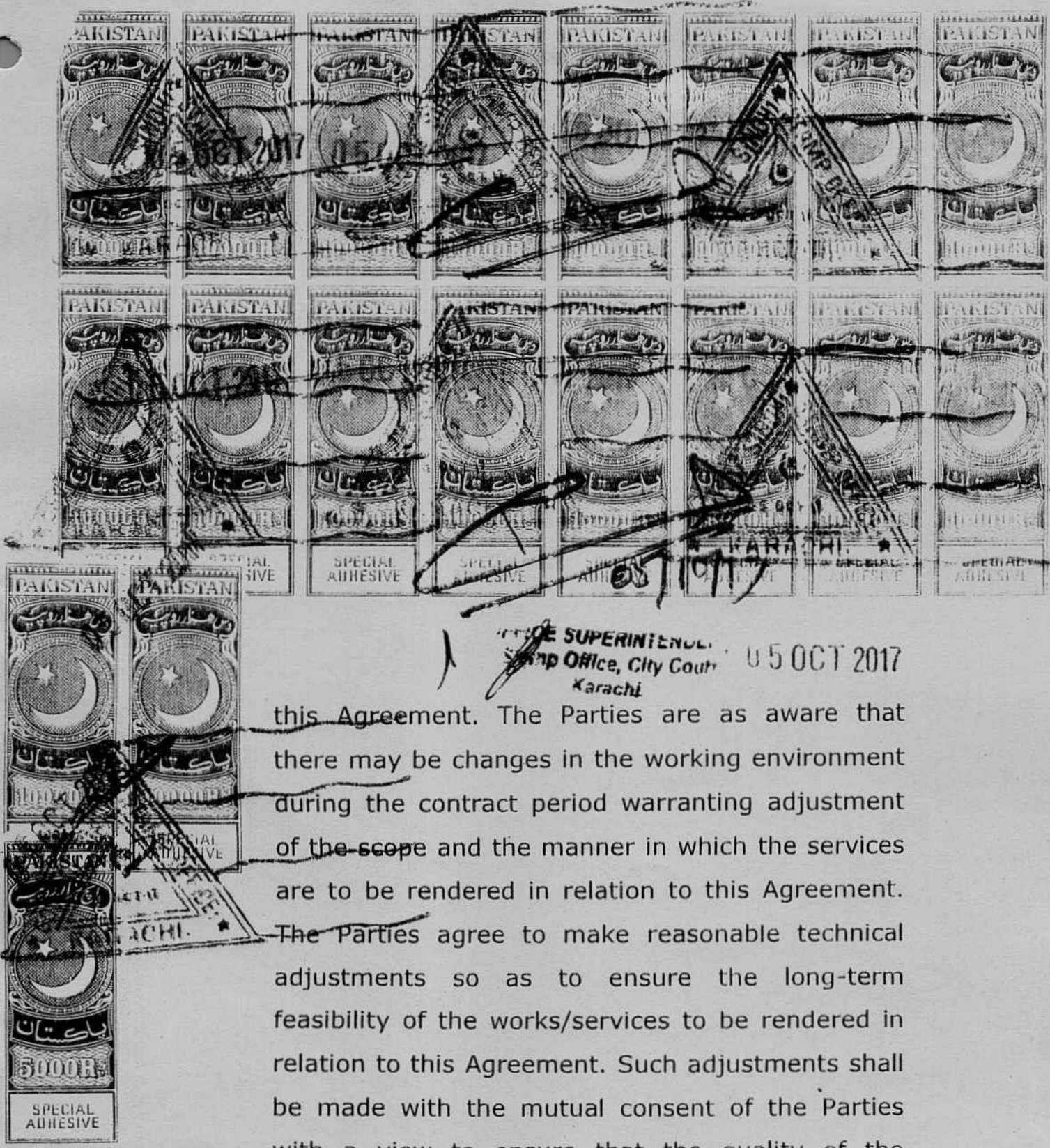
Pakistan Banking Council as mutually agreed upon by both Parties. The Procuring Agency shall pay the Contractor the assessed price of the assets and the Contractor will transfer the assets to the Procuring Agency upon receipt of full and final payment.

- b. Upon the determination of this Agreement, the Procuring Agency shall pay the Contractor within 45 days upon receipt of invoice and make a full and final payment of all dues accruing in favour of the Contractor;

xxxiii. General Variance:

The Parties are cognizant that there may be advancements in the technology utilized in connection with the services to be rendered under








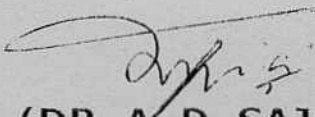
1 SUPERINTENDENT
Stamp Office, City Court
Karachi 05 OCT 2017

this Agreement. The Parties are as aware that there may be changes in the working environment during the contract period warranting adjustment of the scope and the manner in which the services are to be rendered in relation to this Agreement. The Parties agree to make reasonable technical adjustments so as to ensure the long-term feasibility of the works/services to be rendered in relation to this Agreement. Such adjustments shall be made with the mutual consent of the Parties with a view to ensure that the quality of the works/services rendered is at or above the specifications laid down in the Supporting Documentation.

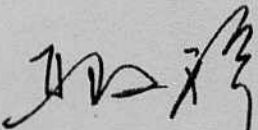
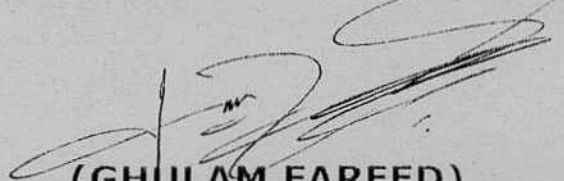






In the witness whereof the parties hereto have caused this agreement to be executed on the ____ day of Month October and Year 2017 first before written in accordance with their respective laws.

  (LIN. PENG) Chief Executive Officer Hangzhou Jinjiang Group Sanitation Services Company Pakistan (Private) Limited Passport No.: E93846583	  (DR. A. D. SAJNANI) Managing Director Sindh Solid Waste Management Board Government of Sindh
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Signed, Sealed & delivered in the presence of:

<p>WITNESS 1 (CONTRACTOR SIDE)</p>  (XING WEN XIANG) Chief Executive Officer Hangzhou Jinjiang Group Sanitation Services Company Limited Passport No.: E35666777	<p>WITNESS 1 (PROCURING AGENCY)</p>  (GHULAM FAREED) Administrator District Municipal Corporation Karachi - West
<p>WITNESS 2 (CONTRACTOR SIDE)</p>  (SYED FAISAL UR REHMAN) Chief Executive Officer Sami Ur Rehman Associates CNIC No.: 42101-8373139-9	<p>WITNESS 2 (PROCURING AGENCY)</p>  (WASEEM MUSTAFA SOOMRO) Municipal Commissioner District Municipal Corporation Karachi - West

APPENDIX - C

Price List & B.O.Q for District West					
					Rate is USD \$
S. No.	Description of Item	Unit	Quantity	Unit Price	Total Price
1	Providing for and collection of MSW waste, sweeping waste including cost of door to door collection , management, operational, monitoring cost and cost of machineries, labors, sweepers, coolies, drivers, transportation, etc., cost of all taxes and other incidental cost as per the contract document.	Tons	752265	17.94	13,499,032.96
2	Providing for and manual sweepings of roads and streets including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per KM	328420	13.57	4,457,051.14
3	Providing for and manual sweeping of footpath, Greenbelts, medians, Roundabouts, open spaces including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per Sq. KM	10.14	6105.26	61,907.30
4	Providing for and mechanical sweeping of roads including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per KM	67338	29.74	2,002,422.43
5	Providing for and mechanical washing of main roads including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per KM	600	213.69	128,214.31
6	Providing and supplying at site of works litterbins, metal buckets, metal container (tipping type) compatible with Solid Waste Machinery including painting of bucket, bin and container in desired color including cost lettering as directed, cost of transportation, manufacturing etc. complete.				
	a) Plastic Litterbin as per required standard having bin cubage of 0.24 to 0.3 Meter Cube.	Each	4300	69.79	300,083.40
	b) Standard Metal Bucket of bin cubage				
	1. 0.8 to 1.4 Meter Cube 2. 1.4 to 2 Meter Cube 3. 3.4 to 4 Meter Cube	Each	3816	311.89	1,190,189.58
6	c) Metal Container of container cubage				
	1. 6.6 Meter Cube 2. 10 Meter Cube 3. 12 Meter Cube 4. 16 Meter Cube	Each	700	870.36	609,254.01
7	Providing for and collection and transportation of offal and other sacrificial animal waste (on eve of Eid ul Azha) from door steps, roads, streets, lanes open ground i.e. from the whole area under contract including cost of collection, transportation and disposal to landfill site (Jam Chakro Landfill site) including cost of management, monitoring, labors, machinery, incidental cost and cost of all taxes etc. complete.	Ton	2341	36.99	86,592.72

Note: The above quoted prices are inclusive of all taxes.

A: Prices exclusive of Taxes

- I. Per Year cost of work and services for items listed in price list / B.O.Q. in Figures: **USD 19,008,296.00 only.**
- II. Per Year cost of work and services for items listed in price list / B.O.Q. in words: **Nineteen million and eight thousand, two hundred ninety six dollars only.**
- III. Discount on account of labors/workforce obtained from DMC West. Total Amount per year: **USD 2,659,574.50 only (Equivalent to PKR: 276 Million, USD is calculated at 104 PKR).**
- IV. Net Cost of Works and services for items listed in Price List/ B.O.Q in Figures: **USD 16,348,721.50 only.**
- V. Net Cost of Works and services for items listed in Price List/ B.O.Q in Words: **Sixteen million three hundred forty eight thousand, seven hundred twenty one dollars and fifty cents only.**

B: Prices inclusive of Taxes

Total applicable taxes are calculated as follows:

Income Tax: 7.5 %

Sales Tax: 10%

- I. Per Year cost of work and services for items listed in price list / B.O.Q. in Figures: **USD 22,334,747.85 only.**
- II. Per Year cost of work and services for items listed in price list / B.O.Q. in words: **Twenty two million three hundred thirty four thousand, seven hundred forty seven dollars and eighty five cents only.**
- III. Discount on account of labors/workforce obtained from DMC West. Total Amount per year: **USD 3,125,000.00 only (Equivalent to PKR: 325 Million, USD is calculated at 104 PKR)**
- IV. Net Cost of Works and services for items listed in Price List/ B.O.Q in Figures: **USD 19,209,747.85 only.**
- V. Net Cost of Works and services for items listed in Price List/ B.O.Q in Words: **Nineteen million two hundred and nine thousand, seven hundred forty seven dollars and eighty five cents only.**

Peng Lin in the capacity of president duly authorized signatory for and on behalf of HANGZHOU JINJIANG GROUP SANITATION SERVICES CO., LTD. (Consortium of Hangzhou Jinjiang Group Sanitation Services Co., Ltd.; Dalian Mingri Environmental Engineering Co., Ltd.; BEWG (China) Investment Co., Ltd.).

Authorized Representative: Peng Lin

Signature: PENG LIN

HANGZHOU JINJIANG GROUP SANITATION SERVICES CO., LTD.

(Name of Bidder in Block Capitals) (Seal)

Address: 20/F JINJIANG BUILDING, SOUTH HUSHU ROAD 111, HANGZHOU, CHINA.



APPENDIX - C-1

Detailed Calculation of Price List & B.O.Q for District West					
					Rate is USD \$
S. No.	Description of Item	Unit	Quantity	Unit Price	Total Price
1	Providing for and collection of MSW waste, sweeping waste including cost of door to door collection, management, operational, monitoring cost and cost of machineries, labors, sweepers, coolies, drivers, transportation, etc., cost of all taxes and other incidental cost as per the contract document.	Tons	752265	17944518	13,499,032.96
2	Providing for and manual sweepings of roads and streets including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per KM	328420	13571193	4,457,051.14
3	Providing for and manual sweeping of footpath, Greenbelts, medians, Roundabouts, open spaces including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per Sq. KM	10.14	6105.256410	61,907.30
4	Providing for and mechanical sweeping of roads including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per KM	67338	29.736886	2,002,422.43
5	Providing for and mechanical washing of main roads including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per KM	600	213.690517	128,214.31
6	Providing and supplying at site of works litterbins, metal buckets, metal container (tipping type) compatible with Solid Waste Machinery including painting of bucket, bin and container in desired color including cost lettering as directed, cost of transportation, manufacturing etc. complete.				
	a) Plastic litterbin as per required standard having bin cubage of 0.24 to 0.3 Meter Cube.	Each	4300	69.786837	300,083.40
	b) Standard Metal Bucket of bin cubage				
	1. 0.8 to 1.4 Meter Cube 2. 1.4 to 2 Meter Cube 3. 3.4 to 4 Meter Cube	Each	3816	311.894544	1,190,189.58
	c) Metal Container of container cubage				
	1. 6.6 Meter Cube 2. 10 Meter Cube 3. 12 Meter Cube 4. 16 Meter Cube	Each	700	870.362871	609,254.01
7	Providing for and collection and transportation of offal and other sacrificial animal waste (on eve of Eid ul Azha) from door steps, roads, streets, lanes open ground i.e. from the whole area under contract including cost of collection, transportation and disposal to landfill site (Jam Chakro Landfill site) including cost of management, monitoring, labors, machinery, incidental cost and cost of all taxes etc. complete.	Ton	2341	36989628	86,592.72

Note: The above quoted prices are inclusive of all taxes.

A: Prices exclusive of Taxes

- I. Per Year cost of work and services for items listed in price list / B.O.Q. in Figures: **USD 19,008,296.00 only.**
- II. Per Year cost of work and services for items listed in price list / B.O.Q. in words: **Nineteen million and eight thousand, two hundred ninety six dollars only.**
- III. Discount on account of labors/workforce obtained from DMC West. Total Amount per year: **USD 2,659,574.50 only (Equivalent to PKR: 276 Million, USD is calculated at 104 PKR).**
- IV. Net Cost of Works and services for items listed in Price List/ B.O.Q in Figures: **USD 16,348,721.50 only.**
- V. Net Cost of Works and services for items listed in Price List/ B.O.Q in Words: **Sixteen million three hundred forty eight thousand, seven hundred twenty one dollars and fifty cents only.**

B: Prices inclusive of Taxes

Total applicable taxes are calculated as follows:

Income Tax: 7.5 %

Sales Tax: 10%

- I. Per Year cost of work and services for items listed in price list / B.O.Q. in Figures: **USD 22,334,747.85 only.**
- II. Per Year cost of work and services for items listed in price list / B.O.Q. in words: **Twenty two million three hundred thirty four thousand, seven hundred forty seven dollars and eighty five cents only.**
- III. Discount on account of labors/workforce obtained from DMC West. Total Amount per year: **USD 3,125,000.00 only (Equivalent to PKR: 325 Million, USD is calculated at 104 PKR)**
- IV. Net Cost of Works and services for items listed in Price List/ B.O.Q in Figures: **USD 19,209,747.85 only.**
- V. Net Cost of Works and services for items listed in Price List/ B.O.Q in Words: **Nineteen million two hundred and nine thousand, seven hundred forty seven dollars and eighty five cents only.**

Peng Lin in the capacity of president duly authorized signatory for and on behalf of HANGZHOU JINJIANG GROUP SANITATION SERVICES CO., LTD. (Consortium of Hangzhou Jinjiang Group Sanitation Services Co., Ltd.; Dalian Mingri Environmental Engineering Co., Ltd.; BEWG (China) Investment Co., Ltd.).

Authorized Representative: Peng Lin

Signature: PENG LIN

HANGZHOU JINJIANG GROUP SANITATION SERVICES CO., LTD.

(Name of Bidder in Block Capitals) (Seal)

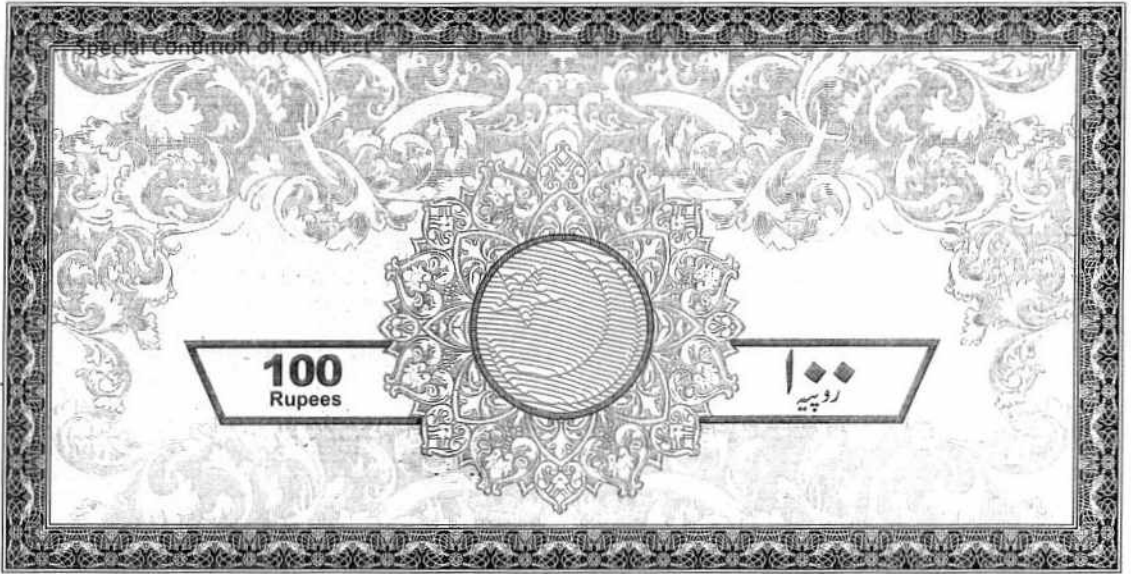
Address: 20/F JINJIANG BUILDING, SOUTH HUSHU ROAD 111, HANGZHOU, CHINA.



ATTESTED
Shabana Saleem
SHABANA SALEEM
NOTARY PUBLIC
Advocate High Court, Karachi.

10 OCT 2017

K195944



KASHIF RAMAN S. KHAN
 License No. 02 G.14, Spanish Homes
 Phase-1, D.H.A., Karachi.
 S.no. Date
 Issued To With Address
 Through With Address
 Purpose
 Value Rs. Attached
 Stamp Vendors Signature
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)

06 OCT 2017

(RUPEES ONE HUNDRED ONLY)

Jin Jiang Group Sanitation Services Company Pakistan (Pvt) Ltd

**Appendix A
(INTEGRITY PACT)**

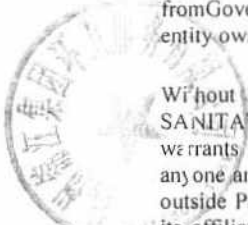
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract No. SSWMB-NIT 4.2 of 2016-17 Dated _____
 Contract Value: US\$ 6,134,025.00 in words Six Million, One Hundred Thirty Four Thousand, Twenty Five Dollars only.
 Contract Title: FRONT END COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE FOR ZONE MALIR (DMC MALIR AREA) KARACHI SINDH PAKISTAN.

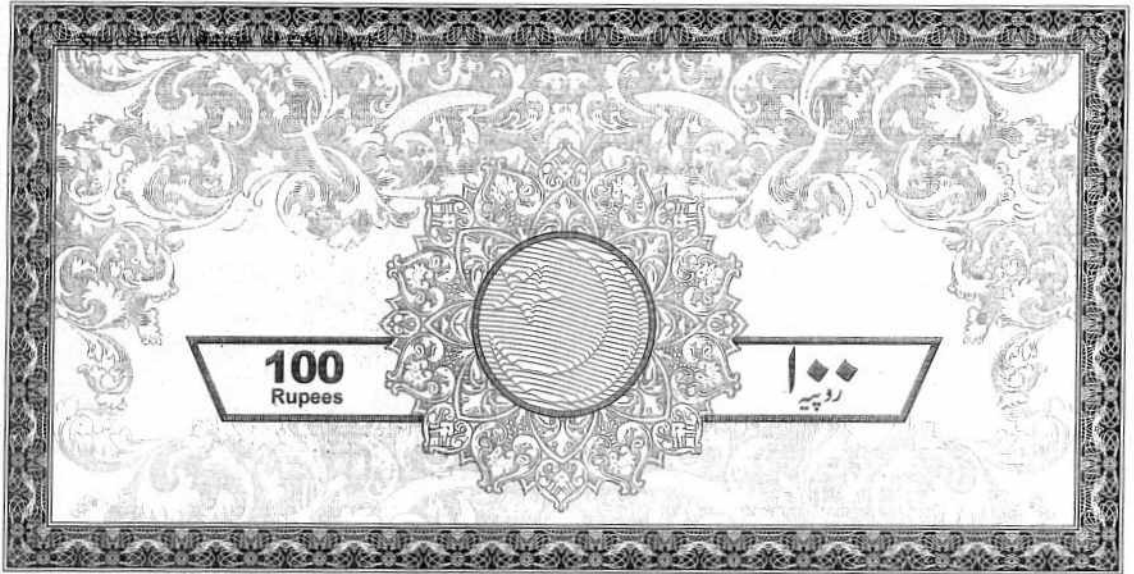
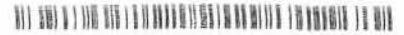
M/SHANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof for any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED 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 GoS, except that which has been expressly declared pursuant here to.

M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.



K195943



KASHIF RAZA NIAMI BEMILIK
 Licence No. 02 G-14, Spanish Homes
 Phase-1, D.H.A., Karachi.
 S.no. 1320 Date 06 OCT 2017
 Issued To With Address: Jiefeng Group Sanitation Services
 Through With Address: Company Pakistan (Pvt) LTD
 Purpose:
 Value Rs. 100 Attache:
 Stamp Vendor's Signature:
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)

06 OCT 2017

(RUPEES ONE HUNDRED ONLY)

M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED accepts fullresponsibility andstrict liability formaking any falsedeclaration, notmaking fulldisclosure, misrepresenting factor 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 a foresaid shall, without prejudice to any other rights and remedies available to GoS under any law, contractor other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN (PRIVATE) LIMITED as a foresaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Seller/Supplier: LIN PENG
 Signature: 林鹏



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CONTRACT AGREEMENT FOR WORK

OF

FRONT END COLLECTION AND DISPOSAL OF

MUNICIPAL SOLID WASTE FOR ZONE MALIR

(DMC MALIR AREA) KARACHI SINDH

PAKISTAN

DMC Malir Agreement

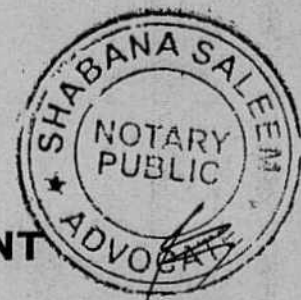
Contractor

SSWMB Page 1 of 38



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CONTRACT AGREEMENT

This OPERATION AND SERVICES AGREEMENT (Hereinafter called the "AGREEMENT") is made and entered into this day of 6th October 2017 by and between M/S SINDH SOLID WASTE MANAGEMENT BOARD (SSWMB), (Hereinafter referred to as the "CLIENT" or alternatively "**PROCURING AGENCY**" which expression shall, where the context permits, include its successors-in-interest and permitted assigns),

AND

M/S HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY LIMITED, INCORPORATED IN PAKISTAN AS **HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY PAKISTAN**

DMC Malir Agreement

Contractor

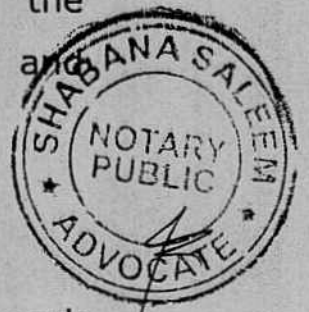
SSWMB Page 2 of 38



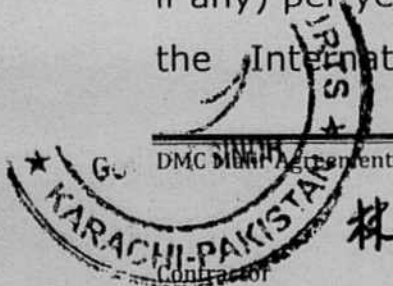
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(PRIVATE) LIMITED [CONSORTIUM OF HANGZHOU JINJIANG GROUP SANITATION SERVICES COMPANY LIMITED (LEAD COMPANY); DALIAN MINGRI ENVIRONMENTAL CO. LTD.; BEWG (CHINA) INVESTMENT CO. LTD.] -(Hereinafter referred to as the **"CONTRACTOR"** which expression shall, where the context permits, include its successors-in-interest and permitted assigns).



Whereas the procuring agency is desirous that the work of Front End Collection and Disposal of Municipal Solid Waste for MALIR Zone (DMC MALIR Area), Karachi Sindh Pakistan should be executed by the contractor and has accepted the bid (US\$6,134,025.00 in words Six Million, One Hundred Thirty Four Thousand, Twenty Five Dollars only) inclusive of Income Tax, Sales Tax and other taxes, if any) per yearsubmitted by the contactor,in response to the International Tender, for supply, execution &



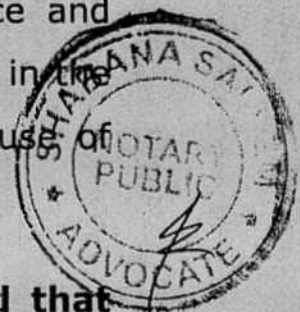
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completion of such work as areenlisted in Bill of Quantity (B.O.Q.) /Price list of the contract / tender document and as per proposed plan of the procuring agency, scope of work, assignment as stated in contract document in accordance with technical specification, term of reference & condition of contract, and remedying of any negligence, deficiency and defects in performance and service delivery within stipulated time as specified in the contract or shall be penalized as per penalty clause of the contract.



For the sake of clarity, it is explicitly stated that this is an ITEM RATE CONTRACT and the amount mentioned above is just an approximate cost calculated on the basis of 100% of all items for one year, but payment to the contractor shall be made on the basis of actual supply, work done or service provided as per actual measurement and NOT on lump sum quoted price.





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NOW, THEREFORE, based upon the principles of mutual benefit, contents of Request for Proposals (RFP) read with Addendum, if any, and through negotiations, both parties agree as follows:



Now, this agreement witnesseth as follows:

1. In this agreement words expressions, definitions, interpretations and abbreviations shall have the same meanings as are respectively assigned to them in the Request for Proposals (RFP) and addendum thereto herein after referred to as Annexures "A" & "B" respectively.
2. The following documents and addendum to it, except those parts and clauses relating to

DMC Main Agreement

PAKISTAN
Contractor
林鹏

[Signature]

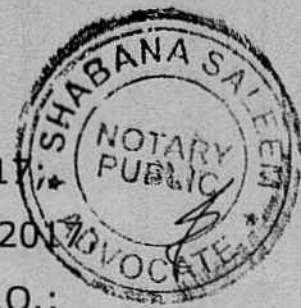


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instructions to bidder, shall be deemed to from and be read and construed as part of this Contract and shall be deemed to be binding on the parties unless otherwise specifically excluded or amended through an addendum:

- i. The Contract Agreement;
- ii. The letter of Acceptance dated 18.08.2017;
- iii. The completed form of Bid, dated 08.03.2017;
- iv. Completed and duly filled price list / B.O.Q.;
- v. The completed appendices to the bid dated 08.03.2017 (appendix A to G) including but not limited to;
- vi. Special Stipulations (Appendix-A to Bid);
- vii. Completed and duly filled price list / Bill of Quantities (BOQ) and detailed calculation and rate analysis (Appendix-D& D-1 to Bid);
- viii. Additional Terms and Conditions of the Contract Agreement;
- ix. The Drawings / Maps of the Area;



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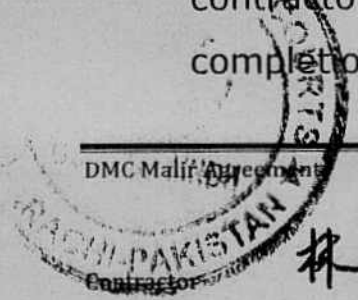
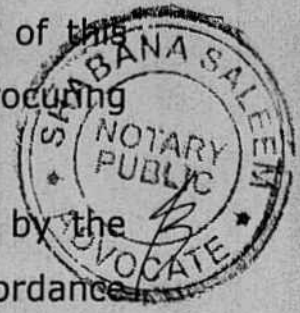


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x. All sections of Request for Proposal (RFP) in relation to the Bid Reference No. SSWMB-NIT 4.2 of 2016-17(hereinafter referred to as the "RFP") and all clauses contained therein, except those parts and clauses relating to instructions to the bidder. It is clarified that all sections of Addendum to the RFP are integral parts of this Agreement and shall be binding upon Procuring Agency and the Contractor;

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3. In considerations of payment to be made by the procuring agency to the contractor in accordance to covenants with the procuring agency to execute and complete the works and remedy deficiencies (as defined in the Scope of Work) short comings and defects, and ensure conformity of the works in all respects with provisions of the contract, the Procuring agency hereby covenants to pay the contractors, in consideration of the execution and completion of works as per provisions of the



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contract the itemized contract price on the basis of item rate of price list/BOQ and such other sum as may become payable under provision of the contract at the time and in the manner prescribed by the contract;

C/O



4. Additional terms & conditions / clarifications:

i. Type of agreement and contract provision:

For the sake of clarity breakdown of rates quoted by the Contractor and accepted by the Procuring Agency are reproduced below:

- a. Total Bid of Contractor: (US\$6,134,025.00 words Six Million, One Hundred Thirty Four Thousand, Twenty Five Dollars

DMC Malir Agreement

Contractor

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the Contractor shall be made on the basis of these item-wise rates.

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ii. Elements of Price adjustment:

Following specified elements are subjected to price adjustment in the manner prescribed in the contract document:

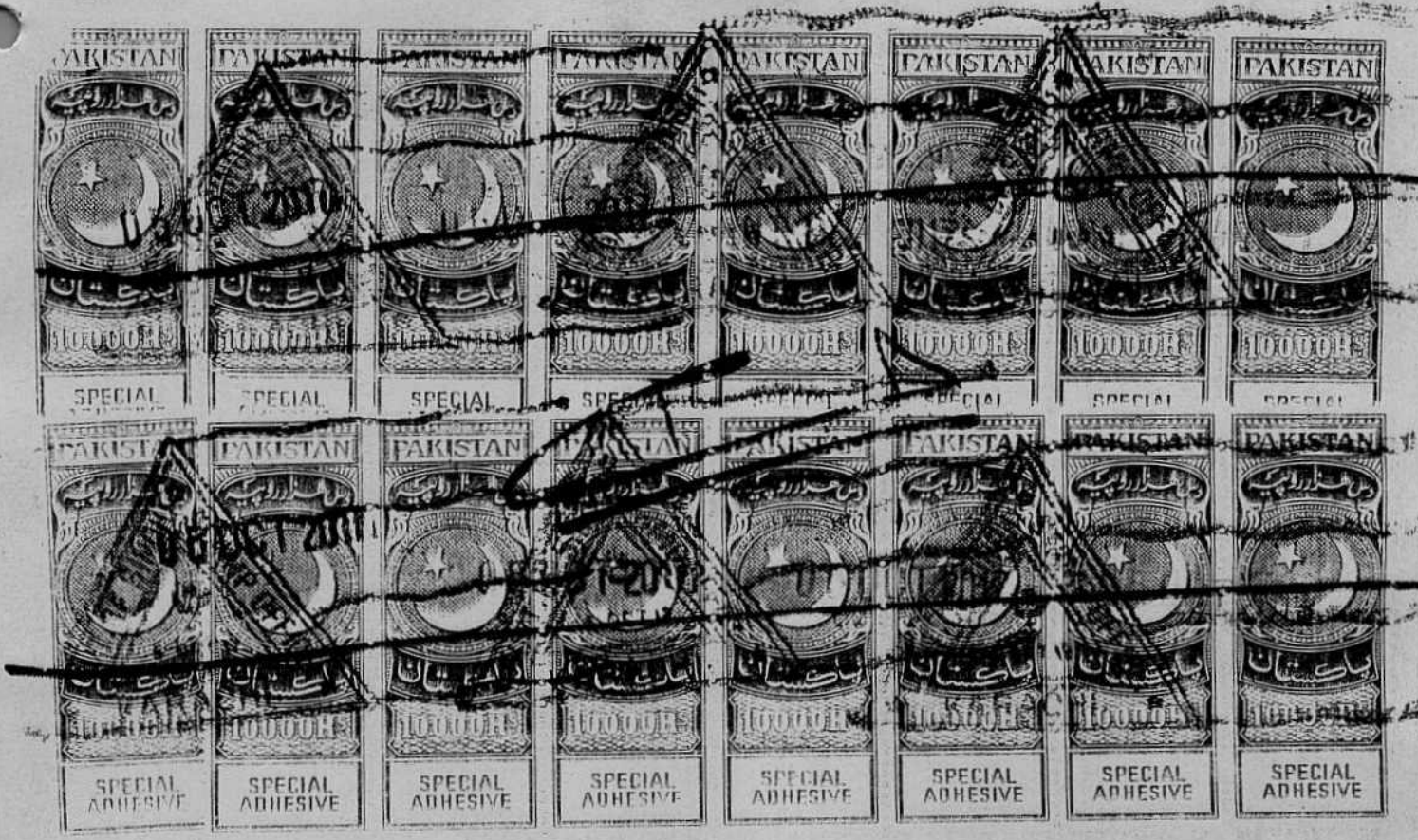
- a. Fuel (Diesel for Vehicles collecting/transporting MSW)
- b. Labour (Unskilled)

DMC Malir Agreement

Contractor

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SSWMB Page 10 of 38

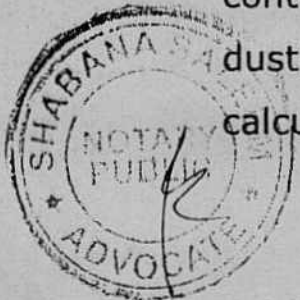


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iii. Quantities are estimated:

C/O

The quantities of items mentioned in BOQ/price list are estimated. Payment shall be made to the contractor as per actual supply of items (e.g. dustbins), work carried out or service provided and calculated on the basis of unit / item price;



iv. Additional distance / Transport of MSW directly to LFS:

The Contractor is responsible for transport of MSW from all areas of DMC (MALIR) to one or more than one Garbage Transfer Stations which shall be designated and communicated by the Procuring Agency to the Contractor within 45 days of signing of the agreement / issue of work order. However the Procuring Agency reserves the right to require the Contractor to transport the MSW directly to a

DMC Malir Agreement

Contractor

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Handwritten signature of the procuring agency.



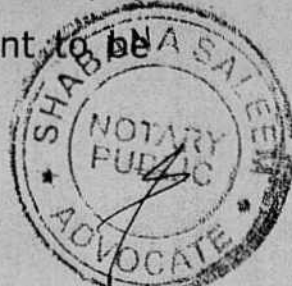
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landfill site instead of any GTS, in case it considers this option more feasible for whatever reason or owing to lack of a GTS in the catchment area. Only in exceptional circumstances, when the landfill site is situated at a place which is un-reasonably further in distance than the primary collection area or designated GTSs, the Procuring Agency shall pay the contractor reasonably additional amount to be agreed mutually through negotiations;

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v. Contract Period:

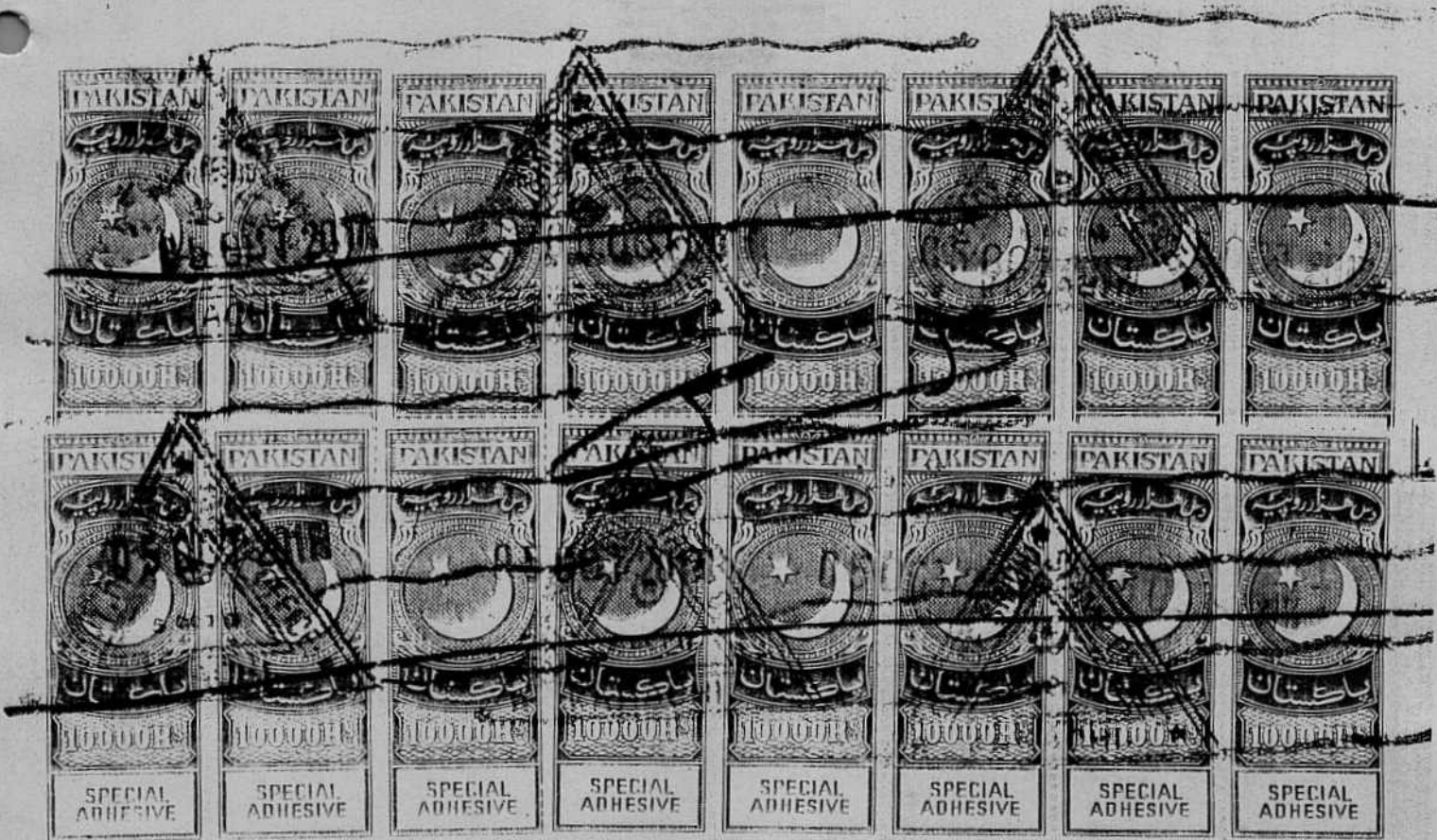
Seven (07) Years after issuance of Work Order / signing of the agreement extendable for further Three (03) Years based on mutual written consent of contractor and client and on performance of the contractor and on same terms and conditions of RFP & Addendum, if any;



DMC Malir Agreement

Contractor

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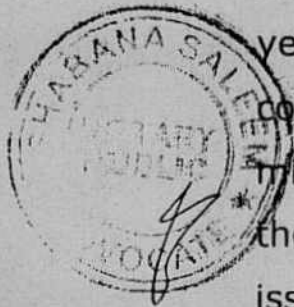


vi. Cost of Work:

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The accepted 'Item wise' net cost of supplies, work and services for item listed in price list/BOQ per year shall be repeated for further years up to the contract period, for each following years a formal mini work order shall be issued to the contractor by the procuring agency; provided further that delay in issuance of mini work order for whatever reasons shall not lead to discontinuation of the contract / services. Both parties shall discuss the reasons for non-issuance of annual mini work order including any breach of terms and conditions of the contract, by any side and come out with a mutually agreed solution. In case of failure to resolve the differences, the matter shall be proceeded as per arbitration clause;



DMC Malir Agreement

Contractor

林鹏



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vii. Plastic bags;

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Plastic bags will be provided free of cost by contractor/operator to all residential units (for door to door collection only) for the first two weeks only. The size and grade of polythene bag shall be according to the specification given in the RFP. In the case of apartments or multi-storey buildings, the contractor in consultation with the Procuring Agency may opt for alternate strategy to collect the garbage from central point where management of that building deposits their garbage / solid waste.

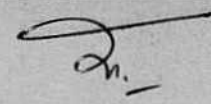


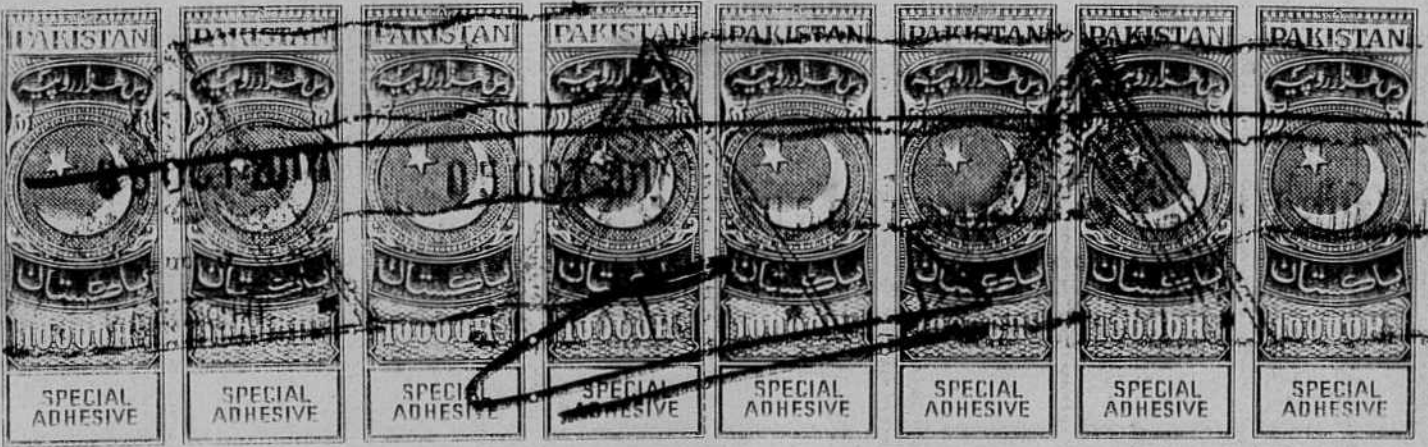
viii. Litterbins, metal buckets and metal containers:

The litterbins, metal buckets and metal containers shall be provided with prior approval of the Procuring Agency for the quality/specifications and

DMC Malir Agreement

Contractor 



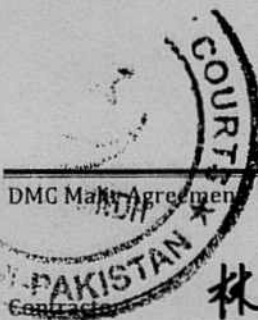


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CPV



numbers. However, keeping in view the area requirement, the size and type of the container may be changed but this shall be done only with mutual agreement, provided further that total capacity of garbage handling shall not be less than the total capacity required under RFP document. The litterbins, buckets and containers shall be replaced, as and when required on the basis of their service life. Bins, buckets and containers if damaged or stolen due to negligence/improper handling shall be replaced by the contractor at its own cost. Anytime during contract period, if required, SSWMB may ask the contractor to provide additional dustbins of the size as per requirement and the contractor shall be bound to supply the same on the quoted and approved rates;



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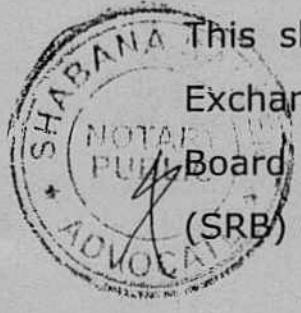


ix. Registration with FBR, SRB etc.

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi 05 OCT 2017

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The Contractor shall be responsible to get their Firm / Consortium / Company registered with all the agencies as required under the law of Islamic Republic of Pakistan at the earliest possible but not later than 60 days of signing of this agreement.



This shall include, but not limited to, Security & Exchange Commission of Pakistan (SECP), Federal Board of Revenue (FBR), Sindh Revenue Board (SRB) etc.

x. The Contractor shall provide detailed specification of different types of Garbage lifting vehicles / Compactors, Bucket Loaders, open trucks, tractors, trolleys, Chingchi / Rikshaw, Motor cycles with back containers for garbage collection from narrow lanes or door to door, Mechanical Washers and Road Washing Machines as well as size and number of

DMC Malir Agreement
Contractor
PAKISTAN

Handwritten signature in Chinese characters: 林鹏

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Dustbins / Containers to the Procuring Agency and get approval before supply;

- xi.** The Contractor shall be responsible for regularly carrying out repair, maintenance, washing and colouring of the vehicles, machinery, equipment and containers supplied for execution of the contract;

- xii.** In case of additional need, the Procuring agency may ask the Contractor to supply additional number of dustbins and the Contractor is bound to supply the same on the already approved rates;

- xiii.** For effective and efficient working, and real time monitoring of the performance / operations, the

DMC Malir Agreement

Contractor

A circular seal for the contractor, partially overlapping the signature. The seal contains the text "PUNJAB" and "PUNJAB". A handwritten signature is written over the seal.

A handwritten signature in black ink.



Contractor shall establish a well equipped **Command and Control Centre** within earliest possible time but not later than 60 days of start of field operation in the area;

xiv. The Contractor shall also establish a well-equipped **Complaint Management System** within earliest possible time but not later than 60 days of start of field operation in the area;

xv. The Contractor in collaboration with the Procuring Agency shall prepare and implement Community Awareness Programme within earliest possible time but not later than 60 days of start of field operation in the area. This will be an ongoing activity throughout the contract period;

DMC Malir Agreement

Contractor

Handwritten signature in Chinese characters, likely "林鹏" (Lin Peng).

Handwritten signature of the Procuring Agency.

SSWMB Page 18 of 38



xvi. Within 60 days of signing of this agreement, the Contractor shall carryout UC wise GIS based / digital mapping of whole district showing size, length and breadth of the lanes, streets, roads, open plots etc. The billing of mechanical sweeping, washing of the streets / roads, shall be done on the basis of actual work carried out by the Contractor and supported by digital map showing measurement thereof;

xvii. The Procuring Agency shall provide to the Contractor 500 number of sanitary workers / motor coolies (plus / minus 10%) of DMC (Malir) whose services are placed at the disposal of SSWMB for execution of this contract. The Procuring Agency shall be responsible for payment of salary (including admissible allowances) to these sanitary workers, motor coolies, while the Contractor shall

DMC Malir Agreement

Contractor





be responsible for payment of additional incentive equivalent to 25% of basic pay) to these Sanitary workers / motor coolies. The Contractor shall utilize services of these employees and submit their monthly attendance (preferably Biometric) to the Procuring Agency at a mutually agreed date. The Procuring Agency shall deduct above amount from the bill of the Contractor for disbursement to respective employees;

xviii. In addition to 500 number of Sanitary workers / motor coolies as mentioned in the RFP / Bidding Document, the Contractor shall be responsible for payment of salary (including admissible allowances plus additional incentive equivalent to 25% of basic pay) of all DMC (Malir) employees whose services are placed at the disposal of SSWMB for execution of this contract. These shall include office staff, Supervisory staff,

DMC Malir Agreement

Contractor

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Handwritten signature of the Procuring Agency in black ink.

SSWMB Page 20 of 38



drivers and support staff. The Contractor shall utilize services of these employees and submit their monthly attendance (preferably Biometric) to Procuring Agency at a mutually agreed date and the Procuring Agency shall deduct above amount from the bill of the Contractor for disbursement to respective employees. Procuring Agency shall not withhold salary of any employee simply because of failure of the contractor to provide attendance in time;

xix. Based on the field requirement, the Contractor shall employ and deploy additional staff for execution of the contract. This shall include drivers / operators for Chingchi / Rikshaw, sanitation vehicles (compactors, vans etc.), coolies or sanitary workers on as and when required basis;

DMC Malir Agreement

Contractor

Handwritten signature of the Contractor in Chinese characters, appearing to be "林明" (Lin Ming).

Handwritten signature of the Procuring Agency.



xx. The Contractor in consultation with the Procuring Agency shall devise a Biometric attendance system of employees and submit their monthly attendance to Procuring Agency at a mutually agreed date. However, the Procuring Agency shall not stop or withheld salary or allowance of any employee simply due to non-submission of attendance or absence report by the Contractor.

xxi. The Procuring Agency may hire the services of a Consulting Firm for 3rd Party Monitoring & Evaluation of the scheme. In addition to regular monitoring, evaluation and feedback, this 3rd Party Consulting Firm shall also carryout verification of supplies made, works and services carried out as well as claims / bills submitted by the Contractors. Payment to the Contractor shall be made on verification of their claims / bills by 3rd Party or the

DMC Malir Agreement

Contractor

SSWMB Page 22 of 38



departmental Scrutiny and Verification Committee, as the case may be. Any disparity or discrepancy shall be settled through negotiations and discussion between 3rd Party Consultant, Contractor and Procuring Agency, provided further that the Contractor shall point out any disparity or discrepancy within 10 days of submission of verified claims / bills by the 3rd Party or the departmental Scrutiny and Verification Committee. If the disparity or discrepancy is not settled, the Contractor shall have the right, within 10 days, to request for Arbitration as per RFP / bidding document;

DMC Malir Agreement

Contractor

A handwritten signature in black ink, accompanied by a circular stamp that is partially obscured and difficult to read.

A handwritten signature in black ink.



xxii. Transition Period

Transition period for the purpose of implementation of this contract is 03 (three) months starting from date of signing of agreement and work order. The contractor shall be liable to start its activities of the work and services even in the transaction period.

Within the transition period the contractor shall be bound to provide and manage the contract in accordance with the plan proposed in the contract and assure and shall provide new vehicles as required under contract for Solid Waste collection, transportation, sweeping and washing, arrive on ground and start the work within the period prescribed in the contract document. In addition to new vehicles and machinery, the Contractor may also use vehicles from the existing fleet of DMC on lease, payment or repair and maintenance basis; or hire additional vehicles and machinery from the

DMC Malir Agreement

Contractor

A handwritten signature in black ink, appearing to be '林明' (Lin Ming), is written over a circular stamp. The stamp contains the word 'EXISTING' and other illegible text.

A handwritten signature in black ink, appearing to be 'Shabana Saleem', is written above the page number.



open market on lease or hire basis in order to clear routine as well as backlog (if any) of garbage / solid waste;

xxiii. Compliance of Laws and Rules Regulations:

The contractor shall be bound under this contract agreement to comply with all substantive and procedure laws of Islamic Republic of Pakistan which may include but are not limited to the followings:

- i. Labour Laws
- ii. Land Laws
- iii. Environmental Laws
- iv. Local Govt. Act, 2013 amended form time to time.

DMC Malir Agreement

Contractor

A handwritten signature in black ink, appearing to be '林明' (Lin Ming).

A handwritten signature in black ink, appearing to be 'Shabana Saleem'.



- v. All National and Provincial Rules and Regulation applicable to the nature of services and works under this contract.

Inability of contractor to comply with all laws, rules, regulation and procedures will result in penalization, as per penalty clauses provided in the contract / relevant laws of the land;

All substantive and procedural laws of Islamic Republic of Pakistan including Sindh Public Procurement Rules 2010 amended 2017, whether mentioned or not, shall govern the contract and have overriding effect in case of any conflict;

DMC Malir Agreement

Contractor

A handwritten signature in Chinese characters, "林明" (Lin Ming), written over a circular stamp that is partially obscured by the signature.

A handwritten signature in cursive script, likely belonging to the notary.

SSWMB Page 26 of 38



xxiv. Indemnification by the Contractor:

Contractor shall indemnify, defend and hold harmless the Procuring Agency (SSWMB), its member, officers, directors, employee and representatives from and against any and all claims arising out of or in anyway connected with gross negligence, fraud, or willful misconduct of the contractor or any one acting on contractor's behalf or under his instructions in connection with this contract and contractor's obligations there under. Any cost or expense incurred by the contractor pursuant to its indemnity obligation under this clause shall be the sole responsibility of the contractor.

AND

DMC Malir Agreement

Contractor

A handwritten signature in black ink, appearing to be '林阿强', is written over a circular stamp. The stamp contains some illegible text and a star symbol.

A handwritten signature in black ink, appearing to be 'Dr.', is written above the page number.



The contractor shall indemnify the SSWMB, its employees against all losses and claims in respect of:

- a. Death or injury to any person, due to accident;
- b. Loss or damage to any vehicle, plant, property which may arrive out of accident or public riot or in consequences of execution of work and against all claims, proceedings, damages, cost, charges and expanses, whatsoever in respect of or in relation thereto, the contractor shall indemnify the client, its officers, employee for any loss claims, demands or lawsuits resulting from defects in contractor's performance during execution of work and services;

DMC Malir Agreement.

Contractor

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A handwritten signature in black ink, appearing to be "Shabana Saleem".

SSWMB Page 28 of 38



xxv. Contractor Liability for Indemnification:

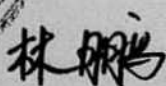
The contractor shall be directly responsible for the choice or use of defective or non-compliant tools or machineries, deficiencies of performance in works and services, mistakes in sufficient supervision or any failure to fulfill his obligation in accordance with the provisions of this contract and specification and any other losses and damages that may occur due to similar reasons. The contractor shall indemnify procuring agency from such losses and damages in accordance with pertinent legislation;

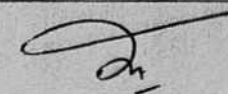
xxvi. Penalties and cancellation of contract:

- a. Penalties as prescribed in the contract document shall be imposed if negligence, discrepancies and deficiencies on the part of the contractor to fulfill their obligations on

DMC Malir Agreement

Contractor


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the performance of works and services and the requirements to perform such works and services are found during the period of this contract;

- b. If the procuring agency finds any non-conformity/contrary to the job description defined in contract document, the contractor shall be bound, given a chance to bring his work standards to the satisfaction level of the procuring agency and if the non-conformity is not corrected within the time limit granted by the procuring agency, the penalties will be imposed on the contractor as per time limit mentioned in the RFP;
- c. If non-conformity continuous, despite the penalties the procuring agency may terminate the agreement, and any damages to the procuring agency due to these non-

DMC Malir Agreement

Contractor

Handwritten signature in Chinese characters, likely "林明" (Lin Ming).

Handwritten signature of the notary, Shabana Saleem.

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conformities of the contractor shall be recovered from his performance securities;

xxvii. Work in Emergency:

- i. The contractor in case of emergency may be called upon to provide works and services as per scope of work under this contract and the contractor shall comply with such emergency orders of procuring agency without excuses. Non-compliance of the contractor shall lead to disqualification and will be dealt accordingly;
- ii. It is further clarified that during special events like Eid, Moharram, National Celebrations or at times of any emergency, disaster or natural calamity, the Contractor may be asked to provide additional support, which may or may not be part of scope of the contract, in the shape of vehicles, machinery,

DMC Malir Agreement

Contractor

Handwritten signature in Chinese characters, likely "林鹏" (Lin Peng).

Handwritten signature in English, likely "Shabana Saleem".



equipment or supplies e.g. lime powder, insecticide etc. The Procuring Agency may compensate / reimburse the Contractor on actual cost basis, which will be mutually agreed on submission of invoice / bill by the Contractor;

xxviii. DMC (MALIR) employees shall remain employees of DMC (MALIR):

After negotiations both parties agree that whole sanitation staff presently on payroll of DMC (MALIR) shall be provided / deputed to work with the contractor. However, these employees shall remain employees of DMC (MALIR). Their salary, Provident Fund and pension etc. shall remain the responsibility of DMC (MALIR). However, the contractor shall be liable to pay incentive to these workers at the rate of 25% of their running basic

DMC Malir Agreement

Contractor

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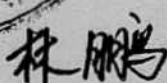
pay, as per parameters defined in the RFP document;

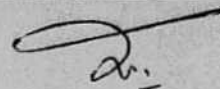
xxix. Tax:

The Contractor shall reflect all taxes separately on any invoice raised to the Procuring Agency. The Procuring Agency shall withhold and pay all applicable taxes on behalf of the Contractor as per law and shall provide evidence to the Contractor for tax deposited;

xxx. Payment to be made on Quoted Base Price basis:

The prices quoted by the Contractor in its bid have been calculated as inclusive of income tax, sales tax and any other taxes levied by the government from

DMC Malir Agreement
KARACHI-PAKISTAN
Contractor 





time to time at the rates prevailing at that point in time. The payment to the Contractor shall be made on Base Price offered by the Contractor and accepted by the Procuring Agency i.e. the Procuring Agency shall deduct the applicable taxes before making any payment. The Procuring Agency shall be responsible to deposit applicable taxes on behalf of the Contractor and shall provide evidence of the deposits having been made. The Contractor shall bear the cost of and have the benefit of any variation in the rate of applicable taxes;

xxxi. Duties of Parties:

- a. The Contractor shall furnish Performance Security of 1% of the contract amount of US\$US\$6,134,025.00 (or equivalent PKR) per year ³⁶ per the Letter of Acceptance dated 18.08.2017 in the form of a bank guarantee;

DMC Malir Agreement

Contractor

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- b. The Procuring Agency will deduct Retention Money from contractor's running performance bill at the rate of 5% (Five Percent) of monthly bill amount. The retention money shall be released in the currency in which it is deducted (Pak Rupees) after 12th (Twelve) running bill payments of the contractor for the work successfully executed for last twelve month. The amount due to the contractor in respect of retention money shall be released (within 60 days after end of twelve months contract period) after deduction of such amount as are required to be recovered on account of default of contractor in performing his functions, if any, under this contract;

DMC Malir Agreement

Contractor

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xxxii. End of Project:

- a. If this Agreement is determined by way of termination within the contract period of seven years, then the assets belonging to the Contractor may be purchased by the Procuring Agency on the assessed value to be performed by an appraiser approved by Pakistan Banking Council as mutually agreed upon by both Parties. The Procuring Agency shall pay the Contractor the assessed price of the assets and the Contractor will transfer the assets to the Procuring Agency upon receipt of full and final payment.
- b. Upon the determination of this Agreement, the Procuring Agency shall pay the Contractor within 45 days upon receipt of invoice and make a full and final payment of all dues according in favour of the Contractor;

DMC Malir Agreement

Contractor

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A handwritten signature in black ink, likely belonging to a representative of the Procuring Agency.



xxxiii. General Variance:

The Parties are cognizant that there may be advancements in the technology utilized in connection with the services to be rendered under this Agreement. The Parties are also aware that there may be changes in the working environment during the contract period warranting adjustment of the scope and the manner in which the services are to be rendered in relation to this Agreement. The Parties agree to make reasonable technical adjustments so as to ensure the long-term feasibility of the works/services to be rendered in relation to this Agreement. Such adjustments shall be made with the mutual consent of the Parties with a view to ensure that the quality of the works/services rendered is at or above the specifications laid down in the Supporting Documentation.

DMC Malir Agreement




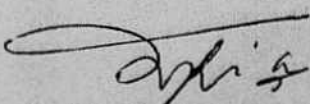

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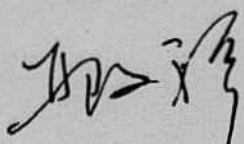
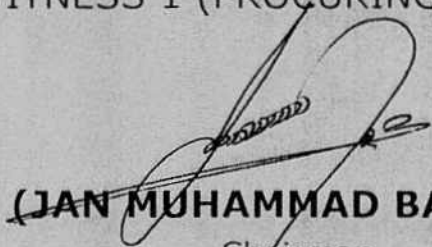

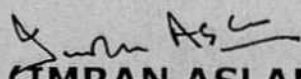
A handwritten signature in black ink, appearing to be "D.L." or similar initials.



In the witness whereof the parties hereto have caused this agreement to be executed on the 6th day of Month October and Year 2017 first before written in accordance with their respective laws.

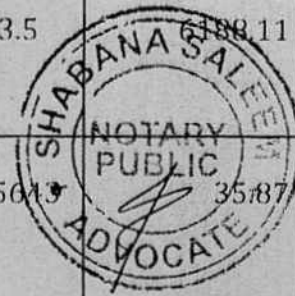
   <p>(LIN. PENG) Chief Executive Officer Hangzhou Jinjiang Group Sanitation Services Company Pakistan (Private) Limited Passport No.: E93846583</p>	  <p>(DR. A. D. SAJANI) Managing Director Sindh Solid Waste Management Board Government of Sindh</p>
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Signed, Sealed & delivered in the presence of:

<p>WITNESS 1 (CONTRACTOR SIDE)</p>  <p>(XING WEN XIANG) Chief Executive Officer Hangzhou Jinjiang Group Sanitation Services Company Limited Passport No.: E35666777</p>	<p>WITNESS 1 (PROCURING AGENCY)</p>  <p>(JAN MUHAMMAD BALOCH) Chairman District Municipal Corporation Karachi - Malir</p>
<p>WITNESS 2 (CONTRACTOR SIDE)</p>  <p>(SYED FAISAL UR REHMAN) Chief Executive Officer Sami Ur Rehman Associates CNIC No.: 42101-8373139-9</p>	<p>WITNESS 2 (PROCURING AGENCY)</p>  <p>(IMRAN ASLAM) Municipal Commissioner District Municipal Corporation Karachi - Malir</p>

APPENDIX - C

Price List & B.O.Q for District Malir					
					Rate is USD \$
S. No.	Description of Item	Unit	Quantit	Unit Price	Total Price
1	Providing for and collection of MSW waste, sweeping waste including cost of door to door collection , management, operational, monitoring cost and cost of machineries, labors, sweepers, coolies, drivers, transportation, etc., cost of all taxes and other incidental costs per the contract document.	Tons	205495	17.69	3,634, 262.36
2	Providing for and manual sweepings of roads and streets including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per KM	82815	12.21	1,011,180.04
3	Providing for and manual sweeping of footpath, Greenbelts, medians, Roundabouts, open spaces including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract.	Per Sq. KM	3.5	6188.11	21,658.38
4	Providing for and mechanical sweeping of roads including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per KM	15619	35.87	561,177.87
5	Providing for and mechanical washing of main roads including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per KM	450	207.58	93,411.73
6	Providing and supplying at site of works litterbins, metal buckets, metal container (tipping type) compatible with Solid Waste Machinery including painting of bucket, bin and container in desired color including cost lettering as directed, cost of transportation, manufacturing etc. complete.				
	a) Plastic Litterbin as per required standard having bin cubage of 0.24 to 0.3 Meter Cube.	Each	2300	69.79	160,515.59
	b) Standard Metal Bucket of bin cubage				
	1. 0.8 to 1.4 Meter Cube 2. 1.4 to 2 Meter Cube 3. 3.4 to 4 Meter Cube	Each	1042	311.89	324,990.92
	c) Metal Container of container cubage				
1. 6.6 Meter Cube 2. 10 Meter Cube 3. 12 Meter Cube 4. 16 Meter Cube	Each	350	870.38	304,634.15	
7	Providing for and collection and transportation of offal and other sacrificial animal waste (on eve of Eid ul Azha) from door steps, roads, streets, lanes open ground i.e. from the whole area under contract including cost of collection, transportation and disposal to landfill site (Jam Chakro Landfill site) including cost of management, monitoring, labors, machinery, incidental cost and cost of all taxes etc. complete.	Ton	600		193.96



Note: The above quoted prices are inclusive of all taxes.

A: Prices exclusive of Taxes

- I. Per Year cost of work and services for items listed in price list / B.O.Q. in Figures: **USD 5,219,573.00 only.**
- II. Per Year cost of work and services for items listed in price list / B.O.Q. in words: **Five million two hundred nineteen thousand five hundred seventy three dollars only.**
- III. Discount on account of labors/workforce obtained from DMC Malir. Total Amount per year: **USD 1,063,830.00 only (Equivalent to PKR: 111 Million, USD is calculated at 104 PKR).**
- IV. Net Cost of Works and services for items listed in Price List/ B.O.Q in Figures: **USD 4,155,743.00 only.**
- V. Net Cost of Works and services for items listed in Price List/ B.O.Q in Words: **Four million one hundred fifty five thousand, seven hundred and forty three dollars only.**

B: Prices inclusive of Taxes

Total applicable taxes are calculated as follows:

Income Tax: 7.5 %

Sales Tax: 10%

- I. Per Year cost of work and services for items listed in price list / B.O.Q. in Figures: **USD 6,134,025.00 only.**
- II. Per Year cost of work and services for items listed in price list / B.O.Q. in words: **Six million one hundred thirty four thousand and twenty five dollars only.**
- III. Discount on account of labors/workforce obtained from DMC Malir. Total Amount per year: **USD 1,250,000.00 only (Equivalent to PKR: 130 Million, USD is calculated at 104 PKR).**
- IV. Net Cost of Works and services for items listed in Price List/ B.O.Q in Figures: **USD 4,884,025.00 only.**
- V. Net Cost of Works and services for items listed in Price List/ B.O.Q in Words: **Four million eight hundred eighty four thousand and twenty five dollars only.**

Peng Lin in the capacity of president duly authorized signatory for and on behalf of HANGZHOU JINJIANG GROUP SANITATION SERVICES CO., LTD. (Consortium of Hangzhou Jinjiang Group Sanitation Services Co., Ltd.; Dalian Mingri Environmental Engineering Co., Ltd.; BEWG (China) Investment Co., Ltd.).

Authorized Representative: Peng Lin

Signature: PENG LIN

HANGZHOU JINJIANG GROUP SANITATION SERVICES CO., LTD.

(Name of Bidder in Block Capital) (Seal)



Address: 20/F JINJIANG BUILDING, SOUTH HUSHU ROAD 111, HANGZHOU, CHINA.

APPENDIX - C-1

Detailed Calculation of Price List & B.O.Q for District Malir					
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5	Providing for and mechanical washing of main roads including management operational, monitoring cost, labor, drivers, coolies cost and cost of tools and other incidental cost and cost of all taxes as per contract document.	Per KM	450	207.581622	93,411.73
6	Providing and supplying at site of works litterbins, metal buckets, metal container (tipping type) compatible with Solid Waste Machinery including painting of bucket, bin and container in desired color including cost lettering as directed, cost of transportation, manufacturing etc. complete.				
	a) Plastic Litterbin as per required standard having bin cubage of 0.24 to 0.3 Meter Cube.	Each	2300	69.789387	160,515.59
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HANGZHOU JINJIANG GROUP SANITATION SERVICES CO., LTD.

(Name of Bidder in Block Capitals) (Seal)



Address: 20/F JINJIANG BUILDING, SOUTH HUSHU ROAD 111, HANGZHOU, CHINA.

ATTESTED
Shabana Saleem
SHABANA SALEEM
NOTARY PUBLIC
Advocate High Court, Karachi

10 OCT 2017