

# PREQUALIFICATION DOCUMENT

## OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES IN ISLAMABAD



International Competitive Bidding  
PROCUREMENT REFERENCE NO. CDA/PR-----  
**CAPITAL DEVELOPMENT AUTHORITY**

# DISCLAIMER

1. This Prequalification Documents is being provided to the prospecting Applicants for preparation and submission of applications for prequalification for the procurement of services detailed in section V to carry out the Assignment as further detailed in this Prequalification Documents. This Prequalification Documents is being issued by **Capital Development Authority (CDA)**, Government of Pakistan for exclusive use by the prospecting Applicants for procurement Assignment as enumerated hereunder.

## **OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES IN ISLAMABAD**

2. The evaluation criteria have been laid down for the purpose of pre-qualification of the Applicants. Capital Development Authority or its affiliated entities, nor its consultants, advisors, employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the prequalification process for the Assignment and the same shall have no liability for this Prequalification Documents or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Assignment. Capital Development Authority nor its employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Prequalification Documents or otherwise in connection with the Assignment as contemplated herein.

3. Certain Applicants may have better knowledge of the proposed project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in these Prequalification Documents and obtain independent advice from appropriate sources.

4. The Application for Prequalification submitted by any of the prospective applicants shall be upon the full understanding and agreement of any and all terms of this Prequalification Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in this Prequalification Documents.

5. Any Application for Prequalification submitted by any of the prospective applicants shall be construed based on the understanding that the Applicant has done a complete and careful examination of this Prequalification Documents and has independently verified all the information received from the Capital Development Authority (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

6. This Prequalification Documents shall neither constitute a solicitation to invest, or otherwise participate, in the Assignment, nor shall it constitute a guarantee or commitment of any manner on the part of the Government of the Pakistan, Capital Development Authority that the Assignment will be awarded. The Capital Development Authority reserves its right, in its full discretion, to modify the Prequalification Documents and/or the Assignment at any time before the submission of deadline of prequalification documents to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the Applicant for any costs, taxes, expenses or damages incurred by the Applicant in such an event. Similarly, the Capital Development Authority reserves the right, in its full discretion, to cancel the Prequalification and/or Assignment at any stage of the prequalification/procurement process and shall not be liable to reimburse or compensate the Applicant for any costs, taxes, expenses or damages incurred by the Applicant in such an event.

7. Mere submission of these Prequalification Documents & Application for Prequalification does not vest any right in the Applicant for being selected for the project.

## INVITATION FOR INTERNATIONAL PREQUALIFICATION



### Capital Development Authority (Directorate of Sanitation)

#### INVITATION FOR INTERNATIONAL PRE-QUALIFICATION FOR OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES IN ISLAMABAD

The Capital Development Authority (CDA) intends to invite applications from eligible (as per the criteria laid down in Pre-Qualification document) for **“Outsourcing of Solid Waste Management Services in Islamabad”** through an International Competitive bidding process as envisaged in PPRA Rules, 2004 as amended from time to time.

Pre-Qualification Document (PQD) would be available on and after date of publication of this advertisement. Interested firms/companies/applicants may view and download the PQD from the CDA & PPRA website (for reading purpose only). The applicant shall acquire PQD from the office of Deputy Director Sanitation, Street # 49, Sector G-6/1-4, Islamabad on any working day during office hours on payment of USD. 500/- (in shape of bank draft or equivalent in favor of Deputy Director Sanitation / DDO Sanitation or against fee through pay order or bank draft of Pak Rs.150,000/- (non-refundable) in favor of Deputy Director Sanitation / DDO Sanitation. A pre meeting prior to PQD submission shall be held on **June 26, 2023 at 11:00 hours** in the office of Director Sanitation, CDA located in Street # 49, Sector G-6/1-4, Islamabad.

Applications for Pre-Qualification (signed and stamped) must be delivered in sealed envelopes by hand or through registered mail to the office of Director Sanitation, CDA located in Street # 49, Sector G-6/1-4, Islamabad up to **July 06, 2023 at 11:30 hours** and be clearly marked “Outsourcing of Solid Waste Management Services in Islamabad”. Applications will be opened on the same day at **12:00 hours** in the presence of the prospective applicants or their representatives who choose to be present. Electronic mail is not allowed.

CDA will not be responsible for any cost or expense incurred by applicants in connection with the preparation or delivery of applications. In case of official holiday on the day of submission, next day will be treated as application submission and opening day.

Further clarification, if required, can be obtained from the Deputy Director Sanitation (Phone No. +92-051-9223171) or visit Directorate of Sanitation CDA on any working day during office hours.

(MUHAMMAD ATTAULLAH)  
Director Sanitation, CDA  
Ph: +92-51-9211555

## DEFINITIONS

<b>APPLICANT</b>	Means any corporation, company, partnership, joint venture, association, firm, public or private entity or a Consortium, that is eligible, has the expertise and ability to undertake the Assignment as per the requirements of this Prequalification Documents.
<b>ASSIGNMENT</b>	Means the works to be undertaken and services to be provided by the Applicant for “OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES IN ISLAMABAD” specified upon being selected as the successful Applicants after the Pre-Qualification Process to be conducted post prequalification.
<b>CONSORTIUM/JOINT VENTURE</b>	Where the Applicant is comprised of a group of firms/companies/service providers who have submitted an application for prequalification as per the requirements of this Prequalification Documents; all members, if awarded the contract, shall individually sign and be jointly and severally liable for the entire Assignment and such an association may be known as a <b>Consortium/Joint Venture</b> for submission of the application for prequalification.
<b>DUE DATE</b>	The application for prequalification shall be submitted by the Applicant on or before <b>July 06, 2023 at 1130 Hours</b>
<b>APPLICATION FOR PREQUALIFICATION</b>	Application for Prequalification to be submitted by the Applicant containing the information as set out and required under this Prequalification Document.
<b>LEAD MEMBER</b>	If the Applicant is a Consortium then one of the entities of such Consortium shall be designated as the Lead Member in the Application for Prequalification to perform a lead role who has been duly appointed by all Consortium to submit and sign on their behalf all documents required hereunder to bind the entire Consortium to the contents thereof.
<b>POWER OF ATTORNEY</b>	The Power of Attorney to be provided by the Applicant in the form appended as Schedule 6 to this Prequalification Documents.
<b>RELEVANT PROCURING AGENCY</b>	Capital Development Authority

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# **PART 1 – PREQUALIFICATION PROCEDURES**

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# SECTION I. INSTRUCTIONS TO APPLICANTS

## A.GENERAL

1. **Scope of Application**
  - 1.1 In connection with the Invitation for Prequalification, the CDA herein after called client, issues these Prequalification Documents to applicants interested for their prequalification for supplies precisely provided in scope of services.
2. **Fraud and Corruption**
  - 2.1 State Laws of Pakistan requires that Client (CDA) as well as Applicants, Applicants, Suppliers and Contractors must observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this, the Client defines the terms and provisions explicitly in the following paras.
3. **Eligible Applicants**
  - 3.1 An Applicant shall be a private, public or government owned legal entity or any combination of them in the form of association(s) including with the formal intent (as evidenced by a letter of intent) to enter into an agreement or under an existing agreement. In the case of a consortium/Joint Venture, unless otherwise specified in the **PDS** (i) all parties shall be jointly and severally liable, and (ii) the consortium shall nominate a Lead Party/Member appointed through a Power of Attorney (Template is appended as **Schedule 6** to this Prequalification Documents) executed by all Consortium/Joint Venture Members who shall have the authority to conduct all business for and on behalf of any and all the partners of the consortium/Joint Venture during the prequalification and Pre-Qualification Process and, in the event the consortium/Joint Venture is awarded the Contract, during contract execution.

If the Applicants are a Consortium/Joint Venture each firm of the Consortium (including the Lead Member) shall furnish a Power of Attorney authorizing an authorized representative of the Lead Member on their behalf. Power of Attorney to be printed on stamp paper (Rs. 100) signed.

    - i. Correspondence shall only be routed through the Lead Member.
    - ii. One Member of the Consortium/Joint Venture shall submit only one Application for Prequalification and if one member submits more than one Application, client shall have the authority to reject all such Applications summarily.
  - 3.2 The eligibility criteria shall apply to all the Applicants, including the parties constituting the Applicant i.e., its proposed partners for any part of the Contract including related Services/Supplies.
  - 3.3 Applicants shall not have a conflict of interest. Applicants shall be required to disclose any situation of actual or potential conflict that impact their capacity to serve the best interest of the Client, or that may reasonably be perceived having such effect. Failure to disclose said situations may lead to disqualification of the applicants, Bid, or eventual termination of the Contract.

- 3.4 The application should contain the information required for each member (percentage share in consortium, role, etc) of the Consortium/Joint Venture.
- 3.5 Members of the Consortium/Joint Venture shall enter into a Memorandum of Understanding (MOU) and duly notarize for the purpose of making the Qualification for Application and submitting a PQ application.
- 3.6 Applicant may be disqualified if it is determined by the Client, at any stage of the Pre-Qualification/Procurement process, that the Applicant will be unable to fulfill the requirements of the Project or has failed to continue to satisfy the Eligibility Criteria. **Clarifications** in term of Rule 31 of ibid Rules may be sought from Applicants at any time and must so be provided within the timeframe as stipulated by the Client.
- 3.7 An applicant who has been barred or disqualified by any Government/Department/Agency/Authority in Pakistan shall not be eligible to participate in the Pre-Qualification and subsequent procurement process, either individually or Jointly as member of a Consortium/Joint Venture. **Applicant will submit an affidavit to this effect.** (Template Attached)
- 3.8 If the Government of Pakistan prohibits commercial relations with any country, any Applicants of such countries/dealing with such countries are ineligible to apply.
4. **Changes in Consortium / JV Composition**
- 4.1 Once an applicant has been prequalified, change in JV/Consortium shall not be allowed and in case of departure of any member of the JV/Consortium from the JV/Consortium shall made the entire JV/Consortium disqualified.

## B.CONTENTS OF THE PREQUALIFICATION DOCUMENTS

5. **Sections of Prequalification Document**
- 5.1 The documents for the prequalification of Applicants (hereinafter referred to as "*Prequalification Documents*") consists of Parts 1 and 2 which comprise all the Sections indicated below, and should be read in conjunction with any Addendum/corrigendum issued.
- ⇒ PART 1 PREQUALIFICATION PROCEDURES
- Section I. Instructions to Applicants (ITA)
  - Section II. Prequalification Data Sheet (PDS)
  - Section III. Qualification Criteria and Requirements
  - Section IV. Application Forms
- ⇒ PART 2 SERVICE REQUIREMENTS
- Section V. Scope of Supplies
- 5.2 The Client accepts no responsibility for the completeness of the Prequalification Documents and its addenda unless they were obtained directly from the Client.
- 5.3 The Applicant is required to go through all Instructions, Forms, and Terms & Conditions mentioned in the Prequalification Documents and to furnish all information or documentation required their in.
6. **Clarification of Prequalification Document**
- 6.1 Any clarification required either by the client or applicant can be sought during the Pre-Qualification process prior to its finalization as per PPRA rules 2004 as amended from time to time.



7. **Amendment of Prequalification Document** 7.1 Amendment through addendum/corrigendum can be affected in the Pre-Qualification document as deem appropriate by the Client prior to completion of the Pre-Qualification process.

## C.PREPARATION OF APPLICATIONS

8. **Cost of Applications** 8.1 The Applicant shall bear all costs associated with the preparation and submission of its application. The Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.
9. **Language of Application** 9.1 The application as well as all correspondence and documents relating to the prequalification must be in English.
10. **Documents Comprising the Application** 10.1 The application shall comprise of the following:  
a) Application Submission Form, in accordance with ITA 11;  
b) Documentary evidence establishing the Applicant's eligibility, in accordance with ITA 12;  
c) Documentary evidence establishing the Applicant's qualifications, in accordance with ITA 13; and  
d) Any other document required as specified in the **PDS**.
11. **Application Submission Form** 11.1 The Applicant shall prepare an **Application Submission Sheet** using the form provided in Section IV, Application Forms. This form must be completed without any alteration/change in the format.
12. **Documents Establishing the Eligibility of the Applicant** 12.1 To establish its eligibility in accordance with ITA 3, the Applicant shall complete the eligibility declarations in the Application Submission Form and Schedules, included in Section IV, Application Forms.
13. **Documents Establishing the Qualifications of the Applicant** 13.1 To establish its qualifications to perform the contract(s) effectively and efficiently in accordance with the subsequent contract requirements, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV, **Application Forms**.
14. **Signing of the Application and Number of Copies** 14.1 The Applicant shall prepare the documents comprising the application as prescribed in ITA 10 and clearly mark it "**APPLICATION FOR OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES IN ISLAMABAD**". The application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant.

## D. SUBMISSION OF APPLICATIONS

15. **Sealing and Identification of Application** 15.1 The Application shall be sealed in an envelope that shall:  
a) Bear the name and address of the Applicant;  
b) Be addressed to the Client, in accordance with ITA 16.1; and  
c) Bear the Name of the Service applied for & specific identification (Case & Service No.) of this

- prequalification process indicated in the **Invitation for Prequalification** in accordance with ITA 1.1;
- 15.2 The Client will accept no responsibility for non-processing of any envelope that was not identified as required.
16. **Deadline for Submission of Application**
- 16.1 Applicants may submit their applications by hand when so specified in the **PDS**.
- 16.2 Applications submitted by either facsimile transmission, telex or e-mail **will not be considered for evaluation** and short listing.
- 16.3 The applicant cannot modify, substitute its application after submission. Withdrawal of application/request is allowed on submission of written verifiable application received by the Client before the **Due Date** and **Time of the opening** of Applications for Prequalification. After due date no such request shall be entertain or considered.
- 16.4 No application shall be modified or substituted or withdrawn by the applicant after the **Due Date** and **Time of the opening** of Applications for Prequalification.
17. **Late Application**
- 17.1 Any application sent after the deadline for submission of applications as prescribed in PDS will not be entertained by the Client.
18. **Opening of Application**
- 18.1 The Client would open the applications for prequalification on the **given date & time of opening** as indicated as mention in the PDS, for the purpose of evaluation
- 18.2 The Client shall prepare a record of the opening of applications that shall include, as minimum, the name and contact information of the Applicants.

## E. Procedures for Evaluation of Applications

19. **Confidentiality**
- 19.1 Information relating to the result of application and status of applicants for prequalification in terms of Rule 41 of Rules ibid, shall not be disclosed to Applicants or any other persons not officially concerned with such process.
- 19.2 From the deadline for submission of applications to the time of notification the results of the prequalification in accordance with ITA 25, any Applicant that wishes to contact the Client on any matter related to the prequalification process, may do so but only in writing.
20. **Clarification of Applications**
- 20.1 To assist in the evaluation of applications, the Client may, at its discretion, ask any Applicant for a clarification of its application as per Procurement Rules, 2004 as amended from time to time which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- 20.2 If an Applicant does not provide clarifications of the information requested by the given **date** and **time** set in the Client's request for clarification, its application may be rejected.
21. **Responsiveness of Applications**
- 21.1 The Client may reject any application, which is not responsive to the requirements of the prequalification document.

## **F. Evaluation of Applications and Prequalification of Applicants**

22. **Evaluation of Applications** 22.1 The Client shall only use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements to evaluate the qualifications of the Applicants. The use of other proposed methods, criteria, or requirements shall not be permitted.
23. **Client's Right to Accept or Reject Applications** 23.1 The Client reserves the right to accept or reject all applications and to annul the prequalification process at any time, without incurring any liability to the Applicants as per Procurement Rules, 2004 as amended from time to time.
24. **Prequalification of Applicants** 24.1 All Applicants and their applications which have fully met the requirements of the specified threshold will, to the exclusion of all others, shall stand prequalified by the Client.
25. **Notification of Prequalification** 25.1 Once the Client has completed the evaluation of the applications it shall promptly inform the contractors who has applied for the Pre-Qualification about the status of their Pre-Qualification Application.
26. **Bid Security** 26.1 All the Pre-Qualified Applicants shall be required to submit bid security and performance guarantee when so asked and required while participating in the subsequent Pre-Qualification Process as per the required threshold, and the Applicants shall be bound to provide the demanded bid security and subsequent performance guarantee in the form and amount specified in the Bidding Documents.
27. **Redressal of Grievances** 27.1 As per rule 48 of PPRA rules 2004 (as amended time to time)
28. **Arbitration** 28.1 Resolution of any dispute will be made as per the Arbitration Act 1940 or any other local law as referred and agreed by the both the parties to the contract.
29. **Governing Law** 29.1 The process will be governed under the Procurement Rules, 2004 as amended from time to time and instructions issued by PPRA.
30. **Correctness of Information** 30.1 The applicant on prescribed form provided in schedule 5 shall furnish the certificate that Information furnished in the proposal/application by the applicant is true & correct and nothing has been concealed or tampered. In case of furnishing false information / documents by any applicant and maneuvering the Pre-Qualification will result into rejection of the application and disqualification of the applicant/firm. The Client in terms of Rule 18&19 of rules ibid reserve the right to disqualify and declare him/it in illegible.

## SECTION II. PREQUALIFICATION DATA SHEET (PDS)

### A. GENERAL

*The Client is: Capital Development Authority (CDA), Government of the Pakistan,*

Project Title: **OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES IN ISLAMABAD**

ITA 3.1 (i) Joint Venture/Consortium is allowed.

### B. CONTENTS OF THE PREQUALIFICATION DOCUMENT

ITA 6.1 For clarification purposes, the Client's address is:

**Deputy Director Sanitation (Phone No. +92-051-9223171)  
or visit Directorate of Sanitation CDA**

### C. PREPARATION OF APPLICATIONS

ITA 9.1 The Application for Prequalification and all related correspondence and documents should be written in the English language.

ITA 10.1 (d) The Applicant shall submit with its application, the following documents required in the Evaluation Criteria and other Terms & Conditions of these Prequalification Documents. Documentary proofs for the Eligibility requirements / Pre-requisites and the Evaluation Criteria must be submitted by the applicants along with 01 copies signed in original.

#### Documents Check List

Serial #	Description / Document Name	Yes / NO
<b>Eligibility Requirements / Pre-Requisites/ Evaluation Criteria</b>		
01	Registration Certificate with relevant authority	
02	NTN Certificate	
03	Registration with Sales Tax Authorities (If Applicable)	
04	Undertaking (Schedule 7)	
05	Undertaking of Not blacklisted (Schedule 8)	
06	Audited Accounts for last 03 Years	
07	Financial Capability (Schedule 7)	
08	Experience (Schedule 01)	
09	Personnel (HR) Capability (Schedule 04)	
10	All other relevant documents as per the requirement of eligibility and Evaluation Criteria	

### D. SUBMISSION OF APPLICATIONS

ITA 16.1 Applicants shall not have the option of submitting their applications electronically.

For **application submission purposes only**, the Client's address is:

**The office of Director Sanitation, CDA located in  
Street # 49, Sector G-6/1-4, Islamabad**

The deadline for submission of Pre-Qualification application is on or before **Jul 06, 2023** by **1130 HRS** at the address mentioned above. The applications received till the stipulated date & time shall be opened publicly on the same day at **1200 HRS** in the presence of the applicants or their authorized representatives who choose to attend.

**ITA 17.1**

Late applications will not be entertained.

Pre-Proposal meeting will be held on **June 26, 2023** at **1100 Hours** in: **The office of D.D.G (Civic Management), CDA located in Street # 49, Sector G-6/1-4, Islamabad.**

# **SECTION III. QUALIFICATION CRITERIA & REQUIREMENT**

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# **ELIGIBILITY REQUIREMENTS / PRE-REQUISITE**

## **(KNOCK DOWN CLAUSES)**

An application received from the applicant, shall only be considered if all the following components (and the relevant requirements of the Pre-qualification Documents) are satisfied:

### ➤ **CONSTITUTIVE DOCUMENTS**

A detailed description of the Applicant/Applicants including:

- Legal name.
- Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address.
- Incorporation details.
- Foreign entities participating in the Pre-qualification / Pre-Qualification Process should submit certified true copies of their constitutive documents.

### ➤ **REGISTRATION WITH TAX AUTHORITIES**

The Applicant/Applicants must possess a valid registration certificate from the income tax authority (i.e., the NTN certificate) and relevant sales/revenue tax authority, if applicable. Valid NTN certificate(s) and tax returns filed for last three (3) years are to be attached and relevant sales/revenue tax certificate, if applicable.

Foreign entities participating in the Pre-Qualification Process should submit a tax certificate of their country duly notarized by Notary Public and attested by Pakistani Consulate / Pakistan High Commission of their country and tax returns filed for last three (3) years.

### ➤ **AFFIDAVIT FOR GOVERNMENT OWNED LEGAL ENTITIES**

In case the Applicant/Applicants is a government owned legal enterprise or institution, such Applicant/Applicants, must establish that it is legally and financially autonomous and operating under commercial law.

Applicant/Applicants which is a government owned legal enterprise or institution shall submit an affidavit as set out in **SCHEDULE 7** confirming that they are legally and financially autonomous and operating under commercial law.

### ➤ **CONSORTIUM**

Where the Applicant/Applicants is a consortium, no person shall be a member of more than 1 (one) consortium. Further, where a person is participating as a member of a consortium, it shall not be eligible to qualify as a Applicant/Applicants on its own. A consortium shall not have more than three members.

Where the Applicant/Applicants is a consortium, the Applicant/Applicants shall also submit as part of the Application, a Contract between the consortium members clearly stating:

- a) the participating interest of each consortium member in the consortium;
- b) the proposed role of each consortium member in relation to the Project;
- c) the conditions under which the consortium will function;
- d) its period of duration;

- e) details of the Lead Applicant/Applicants;
- f) any other information necessary to permit a full appraisal of its functioning;
- g) that all partners of the consortium shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract; and
- h) That no amendments / modifications whatsoever in the consortium Contract shall be agreed.

Where the consortium Contract is governed by a law other than Pakistani law, a legal opinion confirming that the consortium Contract is legal, valid, binding and enforceable will be required.

Each partner of the consortium shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the terms thereof and a statement to this effect shall be included in the Forms.

Where the Applicant/Applicants is a consortium, the application must identify the Lead Applicant/Applicants, which is duly authorized (to the satisfaction of the Procuring Agency) by the other consortium members to act and deal with the Procuring Agency on their behalf in connection with the Project and to sign the Contract if the consortium is the Successful Applicant/Applicants and to incur any and all liabilities, receive instructions and give binding undertakings.

It shall be mandatory to submit an alternative Letter of Intent to execute a consortium Contract.

#### ➤ **NO CONFLICT OF INTEREST**

An Applicant/Applicants found to have a conflict of interest shall be disqualified. Procuring Agency considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. At the time of bidding, Applicant/Applicants may be considered to be in a conflict of interest with one or more parties if they, inter alia; participated as a consultant in the preparation of the design or technical / commercial / financial / legal specifications for the Company's Obligations, that are the subject of this Prequalification Process.

An Applicant/Applicants may also be considered to be in a conflict of interest with one or more parties in this Pre-Qualification Process if a Applicant/Applicants participates in more than one (1) application in this Pre-Qualification Process or is an affiliate of the Procuring Agency or any of its advisors. This will result in the disqualification of all applications in which it is involved.

#### ➤ **NON- BLACKLISTING**

Each Applicant/Applicants shall provide evidence, in the form of an affidavit set out as **SCHEDULE 7**, of eligibility / non-blacklisting by the federal or provincial government as of the date of submission of the Application.

An Applicant/Applicants which has been declared ineligible or has been blacklisted by any of its Procuring Agency's / clients while providing services or performing works in Pakistan, at the date of submission of the Application under the Pre-qualification Documents or thereafter, shall not be considered.

#### ➤ **LITIGATION HISTORY**

All pending actions, suits, arbitration or legal, administrative, governmental or other proceedings or litigation pending or threatening against the Applicant/Applicants ("Claim") shall in total not represent more than 50% of the respective net worth, nor shall there be any litigation that



prevents or materially impedes the Applicant/Applicants from its obligations in respect of the Company's Obligations and the terms of the Contract.

The Applicant/Applicants shall provide details of the litigation or the Applicant/Applicants shall submit an affidavit set out as **SCHEDULE 7**.

➤ **ELIGIBLE COUNTRIES**

An Applicant/Applicants, and any Sub-Contractor, shall have the nationality of an eligible country i.e. (any country of the world with whom Islamic Republic of Pakistan has commercial / trade relations and those who are not subject to sanctions imposed by the United Nations Security Council and has a nationality that has not been proscribed under the applicable laws) and shall not be from a proscribed country.

➤ **EXPERIENCE**

An Applicant/Applicants must provide at least one performance certificate from the Procuring Agency in performing similar services or sanitation services for all contracts during the last 10 years. The performance under the contracts must be of Municipal Solid Waste. If an Applicant/Applicants has poor performance in any of the certificates, the Applicant/Applicants will be dis-qualified and will also be disqualified if the Applicant/Applicants intentionally misrepresents or hides such projects where the performance has been poor. The Procuring Agency may require further information in connection with the performance certificates.

- **Note: Please note that Foreign entities participating in the Pre-Qualification Process should submit their all above stated documents of their country duly notarized by Notary Public and attested by Pakistani Consulate / Pakistan High Commission of their country.**
- **In case of Evaluation Criteria, assessment shall be carried out for the Applicant/Applicants that complies with the eligibility requirements / pre-requisites.**
- **All applicants/Applicants/consortium (each consortium partner individually) needs to comply with the Eligibility requirements / pre-requisites as mentioned above.**

## **EVALUATION CRITERIA**

After the initial screening of all Applications, a detailed evaluation of the Applications shall be undertaken using the following criteria based on the following scoring system. The Applicant/Applicants must collectively secure 65% marks with minimum 40% marks of the respective category, in each of the three categories.

<b>1</b>	<b>Assessment of Municipal Solid Waste operations</b>	<b>Criteria</b>	<b>Grading</b>	<b>Max points</b>	<b>Evidence</b>															
1.1	<p>Key personnel: Number of staff as per the following details;</p> <table border="1"> <thead> <tr> <th align="center">Key Personnel</th> <th align="center">Description</th> <th align="center">Quantity</th> </tr> </thead> <tbody> <tr> <td align="center">Project Coordinator</td> <td>Representative having at least 16 years of education (with 15 years' experience)</td> <td align="center">1</td> </tr> <tr> <td align="center">Project Executor</td> <td>Environmental Engineer with a minimum experience of 12 years in Solid Waste Management</td> <td align="center">1</td> </tr> <tr> <td align="center">Deputy Project Executor</td> <td>Personnel having 16 years' of education in the field of environment/waste management with a minimum experience of 10 years in Solid Waste Management</td> <td align="center">4</td> </tr> <tr> <td align="center">Machinery Maintenance Personnel</td> <td>Minimum 3 years of experience in vehicle machinery repair and maintenance</td> <td align="center">10</td> </tr> </tbody> </table>	Key Personnel	Description	Quantity	Project Coordinator	Representative having at least 16 years of education (with 15 years' experience)	1	Project Executor	Environmental Engineer with a minimum experience of 12 years in Solid Waste Management	1	Deputy Project Executor	Personnel having 16 years' of education in the field of environment/waste management with a minimum experience of 10 years in Solid Waste Management	4	Machinery Maintenance Personnel	Minimum 3 years of experience in vehicle machinery repair and maintenance	10	<p>For each Project Coordinator and Project Executor 1 marks would be awarded, capped at 02 marks</p> <p>For each Deputy Project Executor 0.75 marks would be awarded, capped at 03 marks</p> <p>For each Machinery personnel 0.5 marks would be awarded, capped at 05 marks</p>	<p>2</p> <p>3</p> <p>5</p>	<p>10</p>	<ul style="list-style-type: none"> <li>• CVs of Key Personnel along with their experience letters.</li> <li>• Bachelor's degree certificate (where applicable)</li> <li>• Master's degree certificate (where applicable)</li> <li>• Evidence for permanent employment and proof for establishing years engaged with the Company.</li> </ul>
Key Personnel	Description	Quantity																		
Project Coordinator	Representative having at least 16 years of education (with 15 years' experience)	1																		
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Machinery Maintenance Personnel	Minimum 3 years of experience in vehicle machinery repair and maintenance	10																		

	All the personnel must be employed for the last 3 years with the Company																					
1.2	<p>Workforce Personnel as per the following details;</p> <table border="1"> <thead> <tr> <th colspan="3">Personnel</th> </tr> <tr> <th>Personnel</th> <th>Description</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Workforce</td> <td>Company must have been maintaining / managing/outsourcing a workforce, for the last 5 years, as part of waste management operations</td> <td>2500</td> </tr> <tr> <td>Heavy Vehicle Driver</td> <td>Minimum 3 years' experience</td> <td>50</td> </tr> <tr> <td>Road Sweeping Vehicle Driver</td> <td>Minimum 3 years' experience</td> <td>5</td> </tr> </tbody> </table>	Personnel			Personnel	Description	Quantity	Workforce	Company must have been maintaining / managing/outsourcing a workforce, for the last 5 years, as part of waste management operations	2500	Heavy Vehicle Driver	Minimum 3 years' experience	50	Road Sweeping Vehicle Driver	Minimum 3 years' experience	5	<p>For each 500 Workforce personnel 1 mark would be awarded, capped at 05 marks</p> <p>For each Heavy Vehicle Driver personnel 0.06 mark would be awarded, capped at 03 marks</p> <p>For each Road Sweeping Vehicle Driver personnel 0.4 mark would be awarded, capped at 02 marks</p>	5	3	2	10	<ul style="list-style-type: none"> <li>List of permanent Workforce Personnel / human resources employed stating designation and Contact numbers (duly attested by authorized representative). "OR" valid contract with third party labour provider</li> </ul>
Personnel																						
Personnel	Description	Quantity																				
Workforce	Company must have been maintaining / managing/outsourcing a workforce, for the last 5 years, as part of waste management operations	2500																				
Heavy Vehicle Driver	Minimum 3 years' experience	50																				
Road Sweeping Vehicle Driver	Minimum 3 years' experience	5																				
1.3	<p>Equipment capabilities</p> <p>Should own or have available SWM Equipment Fleet as per the following details;</p> <table border="1"> <thead> <tr> <th>Vehicle/Fleet Type</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Hydraulic compacting garbage truck of 11-25 Cu. M</td> <td>50</td> </tr> <tr> <td>Hydraulic compacting garbage truck of 5-10 Cu. M</td> <td>50</td> </tr> <tr> <td>Vacuum Sweeping vehicle 4 Cu.M and higher</td> <td>15</td> </tr> <tr> <td>Pressure Washing vehicle</td> <td>5</td> </tr> </tbody> </table>	Vehicle/Fleet Type	Quantity	Hydraulic compacting garbage truck of 11-25 Cu. M	50	Hydraulic compacting garbage truck of 5-10 Cu. M	50	Vacuum Sweeping vehicle 4 Cu.M and higher	15	Pressure Washing vehicle	5	<p>For 100% quantity of the vehicle</p> <p>For 70% quantity of the vehicle</p> <p>For 50% quantity of the vehicle</p>	30	24	15	30	<ul style="list-style-type: none"> <li>Evidence of fleet.</li> <li>In other cases; Contract of hire purchase with the owner "OR" some satisfactory &amp; verifiable proof of ownership /management/Rental arrangement.</li> </ul>					
Vehicle/Fleet Type	Quantity																					
Hydraulic compacting garbage truck of 11-25 Cu. M	50																					
Hydraulic compacting garbage truck of 5-10 Cu. M	50																					
Vacuum Sweeping vehicle 4 Cu.M and higher	15																					
Pressure Washing vehicle	5																					

2	Experience	Criteria	Grading	Max points	Evidence
2.1	<p>Number of years in Solid Waste operations including waste collection &amp; transportation (No. of effective years considered for evaluation will be ones, where the Company must have managed municipal solid waste equal to or in excess of 1,500 tons per day)</p> <p>(Where Solid Waste Collection in tons per day are not available then PKR. 3,000 will be considered for each ton value and if needed 360 days in a year)</p>	<p>For each additional year, 0.67 mark would be awarded, capped at 05 marks</p> <p>For 7 years</p> <p>&lt; 7 years</p>	<p>5</p> <p>3</p> <p>0</p>	5	<ul style="list-style-type: none"> <li>Organizational chart of the Applicants</li> <li>Incorporation certificate</li> <li>Letter of award/Contracts of proving quantity of Municipal Solid Waste handled for relevant years along with satisfactory performance certificate required.</li> </ul>
2.2	<p>Proof of establishment/handling of Material Recovery/segregation facility/recycling facilities/MRF etc</p>	<p>For each experience letter/contract/award etc 2.5 marks would be awarded, capped at 05 marks.</p>	5	5	<ul style="list-style-type: none"> <li>Award letter along with satisfactory performance certificate</li> </ul>
2.3	<p>Number of similar assignments completed/in-progress by the Applicants in the last 10 years in cities/ districts/ provinces/ any other locality with justifiable and provable demarcation and population,</p> <p>with population of 1-2.5 million or above</p> <p>For Completed assignment, the term of the contract must be at least three years.</p>	<p>Number of similar assignments completed/in-progress by the Applicants in the last 10 years in cities with population of 1-2.5 million or above. For every city, 2.5 mark will be awarded, capped at 05 marks</p>	5	5	<ul style="list-style-type: none"> <li>Letter of award</li> <li>Reference letter from procurement agency</li> <li>Waste quantum for each contract</li> <li>Official proof of population served</li> </ul>

	For in-progress assignments, the term completed, out of the overall term/ duration of the assignment, should be at-least 3 years for evaluation and scoring purposes.				
2.4	Number of similar assignments completed/ in-progress by the Applicants in the last 10 years related to Project Management of HR/fleet management or solid waste related construction (i.e. transfer stations, temporary collection points, segregation facility/recycling facilities/ MRF etc.) worth PKR 500 million or above.	For each additional project, 0.67 mark would be awarded, capped at 5 marks	5	5	<ul style="list-style-type: none"> <li>• Letter of award</li> <li>• Reference letter from procurement agency</li> <li>• Contract</li> </ul>
		For 2 projects	2.5		
		< 2 projects	0		
2.5	<p>Certifications</p> <ul style="list-style-type: none"> <li>• ISO 14001:2015 Environment Management System Quality Certificate,</li> <li>• ISO 9001:2000 Quality Management System Certificate,</li> <li>• OHSAS 18001 certification for occupational</li> </ul>	<p>ISO 14001: 2015 Certification</p> <p>ISO 9001:2000 Certification</p> <p>OHSAS 18001 certification</p>	1 mark for each certificate, capped at 03 marks	5	<ul style="list-style-type: none"> <li>• Verifiable copies of all certification(s) which remain valid as of bidding date and which are in accordance with the international standards, or their copies certified by a competent authority.</li> </ul>

	health and safety management. Membership of ISWA (International Solid Waste Association) /CIWM (Chartered Institution of Solid Waste) / Equivalent	ISO/TR 37152:2016 – Smart Community Infrastructures, Common Frame for Development and Operations	2		
	<ul style="list-style-type: none"> <li>ISO/TR 37152:2016 – Smart Community Infrastructures, Common Frame for Development and Operations</li> </ul>				
3	Financial	Criteria	Grading	Max points	Evidence
3.1	Latest net worth (PKR million) excluding any surplus on revaluation 03 years average	$\geq 3,500$	10	10	<ul style="list-style-type: none"> <li>Audited accounts of the Applicants/Applicants by reputed firms registered with local accountancy bodies for last/latest available three years</li> </ul>
		$\geq 3,500 < 2,500$	5		
		$< 2,500$	0		
3.2	Average Revenue of the last 3 years (PKR million) with on loss reported in last 03 years	$\geq 7,000$	8	8	<ul style="list-style-type: none"> <li>Audited accounts of the Applicants/Applicants by reputed firms registered with local accountancy bodies for latest available three years</li> </ul>
		$\geq 5,000 < 7,000$	4		
		$< 5,000$	0		
3.3	Bank credit facility and bank balance accumulated in PKR million, maximum 15 days before the submission date of the bid.	$\geq 3,000$	7	7	<ul style="list-style-type: none"> <li>Bank Credit Facility letter</li> <li>Bank Statement</li> </ul>
		$\geq 3,000 < 2,000$	5		
		$< 2,000$	0		

In case an Applicant/Applicants or in case of a consortium, each consortium member of the Applicant/Applicants, has undertaken prior work, which it has submitted for the purpose of evaluation pursuant to Evaluation Criteria, with a partner/ firm on a joint venture/ consortium basis, marks against such work will be allotted based on percentage of the Applicant/Applicants in overall consortium/ joint venture, as per official documentation.

- The Applicant/Applicants must collectively secure 65% marks with minimum 40% marks of the respective category, in each of the three categories.
- The lead partner must secure 50% of total obtained marks of the respective consortium.
- Consortium will be subject to collective evaluation:
- There cannot be more than 3 Consortium members.
- For the personnel identified by the Consortium to undertake operations under the Contract, list of names, proposed designation, and current designation with the consortium member, qualification, and provable employment with the consortium member needs to be provided. At-least, information w.r.t the following key positions needs to be provided as part of the Application/Proposal:
  - Project Coordinator and
  - Project Executor;
- If the above-mentioned information is not provided, the Applicant/Applicants may be disqualified.

Additionally, the Applicant/Applicants will be required to commit that the above- mentioned staff will be in charge and be placed locally (in Pakistan) for undertaking responsibilities.

**Note: Please note that foreign entities participating in the Pre-Qualification Process should submit their all above stated documents of their country duly notarized by Notary Public and attested by Pakistani Consulate / Pakistan High Commission of their country.**

# **SECTION IV. APPLICATION FORMS**

## **TABLE OF FORMS**

- 1. APPLICATION SUBMISSION FORM**
- 2. SCHEDULE 1 (SUMMARY LIST OF ASSIGNMENTS HANDLED BY THE APPLICANT)**
- 3. SCHEDULE 2 (INFORMATION FORM)**
- 4. SCHEDULE 3 (EXPERIENCE OF THE APPLICANT)**
- 5. SCHEDULE 4 (FORMAT OF CURRICULUM VITAE OF EXPERTS)**
- 6. SCHEDULE 5 (FORMAT OF OWNERSHIP OF VEHICLES DETAIL)**
- 7. SCHEDULE 6 (POWER OF ATTORNEY)**
- 8. SCHEDULE 7 (UNDERTAKING)**
- 9. SCHEDULE 8 (UNDERTAKING FOR NOT BLACKLISTED)**
- 10. SCHEDULE 9 (INTEGRITY PACT)**
- 11. SCHEDULE 10 (FINANCIAL CAPABILITY)**



# APPLICATION SUBMISSION FORM

Date: *[insert day, month, year]*

Title of Assignment (*.....*)

To: *\_\_ [insert full name of Procuring Agency] \_\_*

I/We, the undersigned, apply to be prequalified for the referenced ICB and declare that:

- I am authorized to represent the Firm specified in this prequalification application as the "Firm" for the purposes of prequalification of firms for provision of **OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES IN ISLAMABAD**.
- The firm has no reservations with this document.
- All the information provided in this application is current and correct
- This application contains all the information as is prescribed in the *Prequalification Documents*.
- The Firm will abide by all the rules and regulations, formulated by the Government of Pakistan, Capital Development Authority.
- The firm will notify you of all changes and variations to the Management / Service delivery status.
- The firm has not been declared ineligible/blacklisted by any Government/ Semi Government Department or Private Organization.
- If the Firm does not abide by the above stated Declaration, then the Government of Pakistan has every right to permanently or temporarily Blacklist the Firm, Managing Directors and Owners.

Name of the Firm: \_\_\_\_\_

Name of the Authorized Contact Person for the Firm: \_\_\_\_\_

Capacity of the Authorized Contact Person for the Firm: \_\_\_\_\_

Signature of the Authorized Contact Person for the Firm: \_\_\_\_\_

Date: \_\_\_\_\_ Stamp of the Firm: \_\_\_\_\_

# SCHEDULE 1

## SUMMARY LIST OF ASSIGNMENTS HANDLED BY THE APPLICANT

Sr. No.	Name of the Assignment	Location Province/ Country	Client	Cost of the Assignment	Implementation Start: Completion:	Handled as: • Single Entity: • Lead-Advisor: • Consortium Partner:	Total Cost of Services	Cost of Services provided by the Applicant	Scope of Services • Detail of relevant projects	Scope of Assignment Components / Volume of Work etc.

# SCHEDULE 2

## INFORMATION FORM

*(If the Applicant is a Consortium, the details for each of the Consortium Members has to be provided)*

1. Name of Applicant

- Address:
- Telephone No(s): Applicants fax Number:
- E-mail Address:

2. Registration No. with relevant body along with Registered Office Address:

3. Experience (Number of Years)

- Local/national
- International

4. Name(s) and Address(es) of Associates/Joint Venture Partner (s):

5. Experience of the Associates/Joint Venture Partner (on appended forms) during the past 3 years with magnitude and complexity of project:

6. Organization chart showing Associates/Joint Venture Partner's structure

7. For JV following information must be submitted.

Sr. No.	Name of Member / Partner	Lead Member / Associate Member	Short description of Role of Member
1			
n			

8. Capital of Associates/Joint Venture Partner's (Audited Financial Statements for the latest three years).

9. Professional staff available for the assignment on the appended format.

9. Additional information if any.

## Applicant / Applicants' JV / Consortium Members Information Form

*{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Application/Proposal in addition to the JV agreement}*

*{The Service Provider shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Service Provider and for each member of a Joint Venture}.*

Date: *[insert date (as day, month and year) of Application submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Application for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Applicants' Name: <i>[insert Applicants' legal name]</i>
2. Applicants' JV Member's name: <i>[insert JV's Member legal name]</i>
3. Applicants' JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Applicants' JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Applicants' JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Applicants' JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Service Provider.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Signature of the authorized representative of the Applicant:

# SCHEDULE 3

## EXPERIENCE OF THE APPLICANT

Relevant services carried out in the Last 10 years which best illustrate qualification.

*[NAME OF THE APPLICANT]*

1. Name of Assignment :
2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month/Year
6. Completion Date : Month/Year
7. Professional Staff Provided
8. No. of Staff
9. No. of Staff Months
10. Value of Services :
11. Name of Consortium Firms :  
(If any)
12. No. of Staff/Staff Months  
Provided by the Consortium partner(s) :
13. Name/Position of Key Staff :
14. Description of Assignment :
15. Description of Services  
Provided by the Firm :

# SCHEDULE 4

## FORMAT OF CURRICULUM VITAE OF EXPERTS

1. The Discipline/ Expertise :
2. Name of the Applicant :
3. Name of Expert :
4. Date of Birth :
5. Years with the Applicant :
6. Nationality :
7. Registration with relevant professional body if any:
8. Membership No. (if any):
9. Key Qualifications : (Provide an outline of the expert experience)
10. Academic Qualification:
11. Employment Record :
12. Languages and Degree of Proficiency : (In speaking, reading and writing as Excellent-Good--Poor)
13. Detail of relevant Projects handled (including the exact time spent on each relevant Project)
14. Certification I, the undersigned, certify that, to the best of my knowledge and belief, these bio-data correctly describes myself, my qualifications and my experience.

**Signature:**

**Dated: day/month/year**

# SCHEDULE 5

## FORMAT OF OWNERSHIP VEHICLES DETAIL

S. No	Type of Vehicle	Year of Registration with Supporting Documents

# SCHEDULE 6

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS THAT** by this Power of Attorney (“**Power of Attorney**”), \_\_\_\_\_ [Insert name of Consortium firm] having its registered office at [ ] , does hereby nominate, appoint and authorize Mr. \_\_\_\_\_ of [insert the Lead partner/Advisor] having its registered Head Office at [ ] ] hereinafter referred to as the “**Attorney**”, to do in our name and on our behalf the following:

- i. sign and submit to Capital Development Authority, of the Government of Pakistan, or its authorized nominee the for prequalification in response to the prequalification documents dated [ ] issued by CDA and all other documents and instruments required to submit the Application for prequalification.
- ii. execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. do and carry out all other actions as may be required by CDA in connection with the pre-qualification process as a whole;
- iv. to immediately notify CDA in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

We, [Insert name of Consortium Firm], do hereby ratify and confirm whatsoever the Attorney shall do by virtue of these presents and further agree that whatever the Attorney shall do or cause to be done pursuant to this Power of Attorney shall be binding on [Insert name of Consortium Firm].

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

**IN WITNESS WHEREOF**, we have executed this **POWER OF ATTORNEY** as of \_\_\_\_\_ 202X.

**[INSERT NAME OF CONSORTIUM FIRM]**

.....

By:  
Designation:  
NIC No.

**WITNESSES:**

1.....

2.....

**NAME:**.....

**NAME:**.....

ADDRESS:  
NIC OR PASSPORT NO.:

ADDRESS:  
NIC OR PASSPORT NO.:

**AS NOTARIZED BY THE NOTARY PUBLIC**



*[In case of a foreign Applicants - signed by the authorized signatory; witnessed by two male witnesses; notarized by Notary Public and attested by Pakistani Embassy / Consulate in the country of origin and adhesive stamped when brought into Pakistan and counter attested by Ministry of Foreign Affairs, Pakistan, provided that if any of the aforesaid requirements cannot be satisfied due to force majeure, Applicants will submit necessary supporting evidence with its application and will have continued obligation to ensure satisfaction of such formality/requirement, particularly if it is the Successful Applicants in which case such satisfaction of the relevant formality/requirement will be mandatory and a condition precedent to signing the Contract which if not satisfied within the time period specified by the Procuring Agency, can lead disqualification of the Successful Applicants.]*

**KNOWN BY ALL THAT** by this Power of Attorney [*insert name of Applicants*] (the **Applicants**) having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Applicants, hereinafter referred to as the attorney, to sign the application, the ancillary documents, the Acceptance of Notification of Award and the Contract (if awarded the Notification of Award), to negotiate, execute (under hand or under seal), sign and deliver all contracts, instruments, deeds, Contracts, applications and other documents, to make amendments to the same whether or not material, and to submit the same to the Procuring Agency, and to act for and on behalf of the Applicants and to bind the Applicants in relation to the Pre-Qualification Process and all ancillary documents, instruments and evidences submitted pursuant thereto, and generally to take such actions and decisions as may be necessary for the purpose of the Pre-qualification, to appear before any appropriate registrar or sub-registrar, represent the Grantor before such registrar and to do all acts and things incidental to registration of any instrument, and to do all other things and to take all necessary steps incidental to the exercise of the above powers or which the Attorney considers necessary or expedient with regard to the foregoing or the effective exercise of any power listed above.

This Power of Attorney is issued with respect to PQD circulated on [*insert date Pre-qualification Document is floated*] (the **Pre-Qualification F e w o g p v u ö**)

Capitalized terms used herein and not otherwise defined shall bear the meaning ascribed thereto in the Pre-Qualification Documents.

The Applicants does hereby ratify and confirm whatever the attorney shall do by virtue of these presents.

**Specimen signature of Mr.** [*name of the nominee on behalf of Applicants*]

**Specimen signature of Mr.** [*name of the attorney appointed by Applicants*]

[*Signature*]

[*Name*]

[*Designation*]

[*Company*]

**WITNESSES:**

**1. Signature -----**  
**Name -----**  
**S.O/D.O: -----**  
**--**  
**Address -----**  
**-----**  
**Passport / CNIC -----**

**2. Signature -----**  
**Name -----**  
**S.O/D.O: -----**  
**--**  
**Address -----**  
**-----**  
**Passport / CNIC -----**

# SCHEDULE 7

*[To be printed on PKR 100 Stamp Paper, duly attested by Oath Commissioner / Notary Public. To be attached with Pre-Qualification Application]*

## Notes for Execution of Affidavit:

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the applicable laws and the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicants should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Affidavit for the delegation of power hereunder on behalf of the Applicants.*
- *This Affidavit shall be notarized with the Notary Public. • In case of a foreign entity – signed by the authorized signatory; witnessed by two male witnesses, notarized by Notary Public and attested by Pakistani Embassy / Consulate in the country of origin and adhesive stamped when brought into Pakistan and counter attested by Ministry of Foreign Affairs, Pakistan, provided that if any of the aforesaid requirements cannot be satisfied due to force majeure, Applicants will submit necessary supporting evidence with its application and will have continued obligation to ensure satisfaction of such formality/requirement, particularly if it is the Successful Applicants in which case such satisfaction of the relevant formality/requirement will be mandatory and a condition precedent to signing the Contract which if not satisfied within the time period specified by the Procuring Agency, can lead disqualification of the Successful Applicants.*

*Please find below the form and substance of Affidavit.*

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

To:

Director General (Civic Management),

Capital Development Authority,

Government of Pakistan,

Street # 49, Sector G-6/1-4, Islamabad

I/We, the undersigned, do hereby certify that all the statements made in the Pre-Qualification Document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Procuring Agency if the Procuring Agency, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *Capital Development Authority* deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *Capital Development Authority*. The undersigned further affirms on behalf of the firm that:

- (i) The firm / company has not been blacklisted by any govt. department / agency / firm.
- (ii) The documents / photocopies provided with applications are authentic. In case, any fake / bogus document was found at any stage, CDA has full right to blacklist our firm / company as per Law / Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor / firm is not blacklisted or subject to any pending litigation with any Government or Public Department.
- (v) 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
- (vi) are not in bankruptcy or liquidation proceedings;
- (vii) have not been convicted of, fraud, corruption, collusion or money laundering;
- (viii) are not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect our capability to comply with the obligations under the Contract;
- (ix) [are legally and financially autonomous and operate under commercial law]<sup>1</sup>; and
- (x) all pending actions, suits, arbitration or legal, administrative, governmental or other proceedings or litigation pending or threatening against the Applicants (“Claims”) does not in total represent more than 50% of the its net worth, nor are there any Claims that prevent or materially impede the Applicants from its obligations in respect of the Company`s Obligations and the terms of the Contract.

That whatever stated above is true and correct to the best of my knowledge and belief and nothing has been concealed thereto.

---

**DEPONENT**

Verified on oath at \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_, 202X that the contents of the above Affidavit are true and correct to the best of my knowledge and belief.

---

**DEPONENT**

---

<sup>1</sup> Only relevant for the government owned legal enterprise or institution

**WITNESSES:**

a) \_\_\_\_\_

b) \_\_\_\_\_

Name -----

Name -----

Address -----  
-----

Address -----  
-----

CNIC -----

CNIC -----

**UNDERTAKING FOR CORRECTNESS OF INFORMATION**

(On Stamp Paper of relevant value of 100 Rupees Value)

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202X

Signature

(Company Seal)

In the capacity of

Duly authorized to sign Pre-Qualification Documents for and on behalf of

# **SCHEDULE 8**

## **UNDERTAKING FOR NOT BLACKLISTED**

(On Stamp Paper of relevant value of 100 Rupees Value)

In response to the Pre-Qualification for OUTSOURCING OF SOLID WASTE MANAGEMENT SERVICES IN ISLAMABAD.,

I/ We \_\_\_\_\_ Hereby declare that presently our Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm is not blacklisted during last 10 years and not declared by any State/ Central Government/ PSU/ Autonomous Body/Firm/Agency on the date of Pre-Qualification Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender Pre-Qualification / if any to the extent accepted may be cancelled.

Thanking you,

Date..... Place.....

Yours faithfully,

Signature..... Name.....

Seal of the Organization

# SCHEDULE 9

## 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. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... [name of Supplier] 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 GoP.

Name of Buyer/Client: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]

# SCHEDULE 10

## FINANCIAL CAPABILITY

*Applicant or each JV member if Applicant is a JV must fill in this form collectively*

Applicant (or each JV member if Applicant is a JV) Name:

Date: .....

Zone No.:

Page .....of .....pages

Financial Data for Previous 3 Years [PKR Equivalent]		
[Year 202x](most recent audited accounts year-end)	[Year 202x]	[Year 202x]

### Financial Information

	Year 1	Year 2	Year 3
Total Assets in PKR			
Total Liabilities in PKR			
Net Worth in PKR			
Current Assets in PKR			
Current Liabilities in PKR			
Current Ratio			
Total Turnover			



## **PART 2 – SERVICE REQUIREMENTS**

### **SECTION V. SCOPE OF SERVICES**

# SCOPE OF SERVICES

Scopes of Services are described as under;

## **1. Introduction**

Capital Development Authority (CDA) is responsible for provision of cleanliness services in area jurisdiction of Islamabad. Sanitation Directorate a wing of CDA is currently dealing with the provision of cleanliness affairs in the city and looking firms/ contractors which have proven experience of solid waste collection, its haulage, municipal solid waste (MSW) processing, segregation and composting.

**Municipal Solid Waste (MSW)**, commonly known as trash or garbage is a type of waste that consists of everyday items that which are discarded by public, and includes kitchen waste, food waste, market waste, yard waste, landscape waste (tree cutting, bushes, grass cuttings etc.), domestic waste, slaughter and sacrificial animal waste (like offal, bones, skin etc.) and other miscellaneous solid waste from residential, commercial, housing societies and institutional areas but does not include hazardous industrial waste, , medical waste or sewage sludge. However, separate arrangements are suggested for collection of garden waste and construction & demolition (C&D)/ debris waste as sometimes MSW is mixed and inseparable from construction and demolition waste (debris).

Manuals sweeping of residential, commercial/ market areas are essential service to remove the littered material, dust, and small open heaps of waste to maintain the cleanliness look. Mechanical sweeping and washing is integral part of cleanliness operations to collect dust waste mechanically including washing of roadside footpaths, city furniture and city monuments to maintain the aesthetic of the capital city of Pakistan.

The composition of MSW and its quantum varies depending type of dwelling population, density, commercial activity and density of different type of housing, bazaars and markets in the area. The quantum of MSW (offal) also reflects its variation on various occasions, like Eid ul Adha. The quantum also depends on seasonal variation.

There is another waste stream generated from private and cooperative housing societies located in Islamabad. CDA may enter into contractual agreement with such entities for integrated approach towards waste management. These entities have primary waste collection in place. CDA should enter for secondary waste collection via contractor to avoid illegal dumping issue in the city. Container based collection (CBC) mode through installation of Kurgan/ underground/ semi-underground system is proposed for secondary waste collection from private/ cooperative housing societies located mostly in Zone-2 & 5 as per land use plan of Islamabad.

## 1.1 Scope of Work

The Contractor is obliged to perform the works, services, obligations and responsibilities set out in this scope, including but not limited to the following services;

1. Collection, removal and transportation of solid waste to the designated waste transfer station.
  - a. Collection of the Solid Wastes generated by commercial, residential, housing societies and public institutions through:
    - i. 100% Door to Door (DtD) Collection from residential areas via heterogeneous fleet, i.e., garbage compactors with support of wheelie bins.
    - ii. For the collection of waste from commercial areas/ markets, the contractor will ensure the arrangements for waste storage and lifting via underground/ semi-underground container system from all zones of Islamabad. Containers will be emptied by deploying the garbage compactors.
    - iii. For waste collection from housing societies, the contractor will place containers within societies areas and cover the containers with installation of Kurgan to avoid littering from scavengers and to improve the aesthetics/ civic look of the area. Containers will be emptied with the garbage compactors.
    - iv. Separate dedicated arrangements will be ensured by the contractor for the collection of garden waste generated from households, green belts, parks or cutting/ trimming of trees by electric supply company, residents etc. Heterogeneous fleet with color coding will be deployed by the contractor for on-site collection of garden/ green waste from all areas of Islamabad.
    - v. Manual sweeping work with wheelie bins/ handcarts and mini tippers/ dumpers is proposed. Bags will also provide to workers on regular basis for containing of manual sweeping waste. Manual sweeping on same area/ sector is proposed on alternative days for capital city of Pakistan, i.e., Islamabad.
    - vi. Sweeping of major roads is proposed to mechanically sweep the dust with vacuum suction system preferably during night shift. Sweeping on one road is proposed on alternative days/ as per schedule agreed by CDA against the targeted road length.
    - vii. Mechanical washing of roadside footpaths, markets, city furniture and monuments is also ensured by the contractor on weekly schedule as provided by the CDA/ agreed with CDA.
    - viii. Dedicate secondary waste lifting arrangements with specified heterogeneous fleet will be ensured by the contractor from transfer

station to Losar landfill site/ site designated by CDA for waste disposal.

2. Underground/ semi-underground container system is proposed for commercial/ markets waste storage and collection with specified garbage compactors to maintain the aesthetics of the city wherever it is possible.
3. Above ground container system through kurgans arrangements is proposed for secondary waste collection only in housing societies areas against cost recovery by CDA.
4. Sweeping of roads, streets, lane, footpath, medians and open spaces and waste collection and disposal on daily basis as per schedule and modalities agreed between both parties keeping in view the feasibility and ground situation.
5. Mechanical sweeping: Sweeping of main arterial roads, streets and squares as identified in the relevant plans and a list provided and approved by the CDA through vacuumed cleaning vehicles.
6. Mechanical washing of the sites, roads, squares, public places, i.e., bus stops, pedestrian/ sub-ways/ underpasses and city furniture as identified in the relevant plans.
7. Cleaning of all streets on special days (*below are special days that must be served*)
  - i. Eid-ul-Fitar and Eid-al-Adha
  - ii. Ramzan Bazar and Dastar Khawans during Ramzan
  - iii. Pakistan Day (23<sup>rd</sup> March)
  - iv. Independence Day (14<sup>th</sup> August)
  - v. Local Holidays notified by CDA/ Government
  - vi. 9<sup>th</sup> and 10<sup>th</sup> Moharram
  - vii. Any other political, social, cultural or religious gathering
  - viii. Special movement of political figures or dignitaries.
8. Installation and emptying of Public Litter Bins along roadsides, markets, bus stops and near pedestrian bridges
9. The Contractor shall design and establish the material recovery facility (MRF) with 500 t/d waste processing capacity at state land located at I-9 on built operate and transfer (BOT) basis for the contract period by arranging investment by its own. Recovery of recyclables, and sale of manufactured compost will help the contractor in recovery of the investment amount after operationalization of the facility. The contractor will also register the MRF project for the carbon credits/ green bonds and CDA will support in necessary documentation and relevant NOCs.
10. The bulk waste is classified as the construction and demolition (C&D)/ debris waste. Contractor will place the debris storage containers at renovation/ construction site for containing the debris produced and arrange lifting and hauling of debris container at state land located at Humak for storage and further processing and re-use. Crushing plant will be installed by the contractor at Humak site on BOT basis for the period of the contract, and recovered/ crushed debris will be sold in the market to recover the investment amount. CDA will recover the debris container charges from citizens/ plaza at the time of issuance of NOC for

construction/ renovation and tipping fee at Humak site against per trip by private entity (detailed mechanism is presented in technical document).

11. There will be defined and appropriate machinery to collect the different waste streams and as per the defined objectives as well as KPIs contained in this technical document.
12. CDA will also issue separate operational SOPs for DtD waste collection, commercial waste collection, societies waste collection, manuals sweeping, green/ garden waste collection, bulk waste/ debris collection, operations of Transfer Stations, Mechanical sweeping & Mechanical washing, seasonal activities etc. in consultation/ coordination with the contractors. CDA has the right to revise the operational SOPs under the uncertain circumstances for better cleanliness operations.

## 1.2 Waste Generation

Total Waste generation for outsourcing area of Islamabad is 1,500 – 1,600 tons/day in year 2023 assuming waste generation rate of 0.59 kg/capita/day for all waste streams i.e. residential, commercial, housing societies and bulk waste etc. The zone wise waste generation is depicted in Table below;

Table 1. Solid waste generation in Islamabad

Zones	Population	Waste Generation (t/d)	Municipal waste component	Bulk Waste component <sup>2</sup>
Zone-1	1,326,639	783	587	196
Zone-2	193,927	114	86	29
Zone-3	13,263	8	6	2
Zone-4	862,420	509	382	127
Zone-5	273,151	161	121	40
<b>Total</b>	<b>2,669,400</b>	<b>1,575</b>	<b>1,181</b>	<b>394</b>

## 1.3 Ownership of the Solid Waste

All Solid Waste discharged from the premises of the waste generators shall be considered the property of the CDA, including all solid waste which is improperly discharged through littering and clandestine disposal, within each zone.

## 2. TRANSFER STATIONS AND TRANSPORTATION OF WASTE AT LANDFILL SITE

A transfer station for solid waste is a facility with a designated receiving area where waste collection vehicles discharge their loads into larger transportation vehicles with an aim to reduce the number of vehicles going to landfill. A transfer station is the key component of cost-effective solid waste transportation. By transferring waste from collection vehicles on to larger trailers, the cost of transportation to distant disposal sites can be significantly reduced, freeing

<sup>2</sup> On average 300 tons/day C&D waste/ debris and about 100 tons/day green waste with seasonal variation and economic/ development status of Islamabad.

collection specific vehicles and staff to devote their time to actual collection activities.

Main components of Transfer Stations are as under;

- Boundary Walls
- RCC two level platform from transportation of municipal waste from small to large vehicles.
- Waste segregation and sorting facility
- Weighbridge.

The secondary waste contractor will be required to develop I-11 site by its own into Transfer Stations by provide all necessary basic infrastructure requirements as explained above and subsequently maintain it for the life of the Project.

### **3. MANUAL AND MECHANICAL SWEEPING AND WASHING**

Sweeping is one of essential components, while planning an integrated waste management is imperative to know the types of roads in the area so that appropriate options can be proposed, and resources required can be quantified. Manual sweeping on inner roads/ sector areas is proposed on alternative days. The roads system of Islamabad is classified as follows;

- Expressways/Highways
- Primary roads (Roads with median and footpaths)
- Secondary roads (Roads without median but footpaths)
- Local Road

Only the primary roads and few secondary roads are proposed for mechanical sweeping, whereas the remaining roads like streets and lanes shall be manually swept. Mechanical sweeping will be performed on rotation basis to the suggested roads as per the plan approved by the CDA.

Mechanical washing of roads footpath, markets, city furniture/ monuments and public places, bus stops, pedestrian bridges/ subways will be performed by the contractor on weekly schedule basis.

### **4. PERFORMANCE MONITORING AND DATA MANAGEMENT**

CDA will establish electronic database through performance monitoring and data management system that includes following modules;

- i. Vehicle Tracking and Monitoring System (VTMS)
- ii. Vehicle Trip Counting System (VTCS)
- iii. Penalty Management System (Web based or Android Application or physical validation)
- iv. Android Based Digital Monitoring System (ABDMS)
- v. Complaint Monitoring and Redressal System (CMRS).

CDA will give the access to contractors for all the systems to monitor their operations and resolution of complaints. The Capital and Operational cost of these systems will be charged from the contractors on actual basis.

The CDA shall monitor the performance of the Services by the Contractor against the KPIs & SOPs, and shall be penalized for non-adherence to standards contained there-in.

## **5. WORK SAFETY, HEALTH AND SECURITY**

- i. The Contractor shall employ a HSE professional to manage any and all HSE issues which may occur during the Contract Period.
- ii. Provision of uniforms, gloves, mask, and health and safety gadgets on regular intervals to workers and helpers.
- iii. Regular on job training for helpers, workers, supervisors and drivers will be arranged by the contractor.
- iv. The Contractor shall submit an annual HSE plan for approval to the CDA. Any change in the HSE Plan shall be subject to the prior written approval of the CDA. The Contractor shall ensure that it undertakes all precautions, measures, actions, and activities submitted in the HSE Plan approved by the CDA.
- v. The Contractor shall take protective and preventive measures to ensure the safety and security of the employees, third parties and the public.

## **6. AWARENESS AND COMMUNICATION**

The Contractor shall assist and support the CDA in public awareness campaigns and activities in respect of environmental issues and the waste management system.

The waste collection schedule for DtD system, underground/ semi-underground. Kurgan systems etc. will be displayed in areas, markets and societies to engage the community to help in waste collection.

Sound system will be ensured in all waste collection vehicles and relevant announcements/ jingle will be performed to educate and alert the community/ households to bring the wheelie bin at door step and unload in garbage compactor. Special educational programs to engage students and local community at schools, colleges, residential and market committee levels will be prepared and implemented on regular basis.

## **7. Sub-Contracting**

Contractor may execute subcontracting for services up to 30% of total services, for each component of solid waste collection and transportation, manual sweeping, mechanical sweeping and mechanical washing services, segregation and recycling which are covered under the pre-qualification, subject to the approval of the CDA. The Contractor shall be responsible for all actions, performances, work or services carried out by the sub-contractors. Any liability arising out of the performance of the sub-contract shall be deemed as liability of the contractor. The contractor will ensure the compliance of sub-contractors as per the main spirit of the contract binding on the vehicle specification as well. The

contractor will ensure that the sub-contracting will not affect the service level as defined in the contract and will follow all the KPIs.

## **8. LABOR & LABOR COSTS**

The CDA will handover required / estimated number of workers, helpers, drivers and supervisors as required to perform / execute the cleanliness and waste collection operations. The management control of these employees shall be with Contractor. Wages / salary of provided / handed over workers under the contract shall be paid by the CDA.

The Contractor may employ the additional workers other than those handed over by the CDA for the work subject to the tender, the remuneration and personal rights of these employees shall be paid by the Contractor.

## **9. VEHICLES**

Contractor will maintain and keep functional the specified number and type of vehicles, machinery, containers, equipment and materials and shall also maintain backup fleet and equipment. The Contractor will ensure the Vehicle Fitness Certificates of all Vehicles in each year from the authorized government body/agency/department.