

CORRIGENDUM REVISED BIDDING DOCUMENTS

**PROCUREMENT OF HOSPITAL WASTE DISPOSAL /
MANAGEMENT SERVICES FOR
PROVINCIAL HEPATITIS PREVENTION & INFECTION
CONTROL PROGRAM, DGHS PUNJAB**

(FY 2020-22)



**DIRECTOR GENERAL HEALTH SERVICES PUNJAB
PRIMARY & SECONDARY HEALTHCARE DEPARTMENT
GOVERNMENT OF THE PUNJAB**

INVITATION FOR BIDS

HOSPITAL WASTE DISPOSAL/MANAGEMENT SERVICES FOR HEPATITIS PREVENTION & INFECTION CONTROL PROGRAM

1. Government of the Punjab is committed to procure quality services for healthcare facilities working under the administrative control of Primary & Secondary Healthcare Department. To materialize this commitment Director General Health Services Punjab invites sealed bids from reputable firms, for Hospital Waste Disposal/Management Services, having established credentials in terms of technical, financial & managerial capacity.
2. A complete set of Bidding Document in English can be downloaded from the following websites [www.ppra.punjab.gov.pk], [www.pshealth.punjab.gov.pk] & [www.dghs.punjab.gov.pk].
3. Single Stage – Two Envelopes Bidding Procedure shall be applied. The envelopes shall be marked as “TECHNICAL PROPOSAL” AND “FINANCIAL PROPOSAL” in bold and legible letters. Sealed bids are required to be brought in person by the authorized representative of the interested bidders on or before **10-06-2020** at **11:00 AM**.
4. The firms shall deposit 1,000 rupees as tender receipt fee from the Accounts Branch, Directorate General of Health Services Punjab, 24-Cooper Road, Lahore.
5. The bidders are required to furnish bid security 5% of estimated cost in form of Call Deposit/Pay Order/Bank Draft in favor of Directorate General Health Services, Punjab.
6. The bids received till stipulated date & time shall be opened on the same day at **11:30 AM** in the presence of the bidders or their authorized representatives at Directorate General Health Services Punjab, 24-Cooper Road, Lahore.
7. All bids should be submitted in tape or ring binding. Bids with loose papers shall be rejected straightaway. All documents should contain proper page marking with a covering index, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.
8. In case the date of opening or last date of submission is declared as a public holiday by the government as a non-working day due to any reason, the next official working day shall deem to be the date of submission and opening of applications accordingly. The time and venue shall remain the same.

Note: The process shall be governed by the Punjab Procurement Rules, 2014(Amended).

PROGRAM MANAGER
Hepatitis Prevention & Infection Control Program

DIRECTORATE GENERAL HEALTH SERVICES PUNJAB

Primary & Secondary Healthcare Department, Government of the Punjab
24-Cooper Road, Lahore, Pakistan.
Office Phone #: +92 (42)9920114

CORRIGENDUM

	PURCHASE CELL DIRECTORATE GENERAL HEALTH SERVICES PUNJAB 24-COOPER ROAD, LAHORE		Primary & Secondary Healthcare Department
Phone No. <u>+924299201145</u> Purchase Cell E-mail- <u>pcdghslahore@gmail.com</u>			
CORRIGENDUM			
<p>Reference to invitation for bids published in Daily Newspapers "The Express" and "Pakistan Today" on 24-05-2020 bearing No. IPL-4308 individually which was to be submitted on 10.06.2020, is hereby extended.</p> <p>Moreover, revised bidding documents finalized in response to representation and clarifications sought by the interested bidders will be uploaded on websites of PPRA (www.ppra.punjab.gov.pk) and Directorate General Health Services (www.dghs.punjab.gov.pk) as per following schedule.</p>			
Last date and time of submission of tender		22/06/2020	11:00 A.M
Date and time of opening of tender		22/06/2020	11:30 A.M
Venue		Conference Room, O/o Directorate General Health Services, Punjab, 24-Cooper Road, Lahore.	
Note: - All the other terms & conditions mentioned in the tender will remain the same.			
IPL-4464		Program Manager Hepatitis & Infection Control Program	

DISCLAIMER

The information contained in this bidding document or subsequently provided to Bidder(s), whether verbally or in written form by or on behalf of the Primary and Secondary Healthcare Department, Punjab or any of their employees or advisors, shall be subject to the terms and conditions set out in this bidding document and any other terms and conditions subject to which such information is provided.

This bidding document does not purport to contain all the information each bidder may require. This document may not be appropriate for all persons, and it is not possible for the Primary and Secondary Healthcare Department, Punjab their employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this bidding document. Certain bidders may have better knowledge of the proposed Project than others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this bidding document and obtain independent advice from appropriate sources. Primary and Secondary Healthcare Department, Punjab its representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the bidding document.

Primary and Secondary Healthcare Department Punjab may, in its absolute discretion, but without being under any obligation to do so, update, amend, add to any or all of the provisions or supplement the information of this bidding document or cancel the present Invitation and call for fresh Invitations. Such changes would be intimated to all Bidders using this bidding document as per employed Punjab Procurement Rules.

Neither Primary & Secondary Healthcare Department, Punjab nor their employees or representative will have any liability in case of non-receipt of any correspondence from them to the bidders due to the postal delays.

Mere submission of this bidding document does not vest any right in the Bidder for being selected for the project.

PREFACE

This bidding Document for ***Hospital Waste Disposal/Management Services For Provincial Hepatitis Prevention & Infection Control Program*** has been prepared by Directorate General Health Services, Primary and Secondary Healthcare Department, Punjab and it is based on Punjab Procurement Rules, 2014 (Amended till date).

**PART I – BID / PROPOSAL PREPARATION
AND EVALUATION PROCEDURES**

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INSTRUCTIONS TO SERVICE PROVIDERS (ITB)

A. General

1. **Definition**
- 1.1 **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Service Provider.
 - 1.2 **“Applicable Rules”** means the Punjab Procurement Rules 2014 (along with subsequent amendments till dates) governing the selection and Contract award process as set forth in this BIDDING DOCUMENT.
 - 1.3 **“Applicable Law”** means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
 - 1.4 **“Bid”** means a tender or an offer, in response to an invitation, by a person, consultant, Service Provider, firm, company or an organization expressing his or its willingness to undertake a specified task at a price.
 - 1.5 **“Bidder”** means any entity or JV that submits a Bid pursuant to this BIDDING DOCUMENT.
 - 1.6 **“Bid Data Sheet” (BDS)** is described in Section II of this BIDDING DOCUMENT and it forms an integral part of the Instructions to Bidder (ITB) that is used to reflect specific conditions to supplement the assignment, but not to over-write, the provisions of the ITB.
 - 1.7 **“Procuring Agency”** means the Procuring Agency that signs the Contract for the Services with the selected Service Provider.
 - 1.8 **“Contract”** means a legally binding written agreement signed between the Procuring Agency and the Service Provider and includes all the attached documents listed in its General Conditions of Contract (**GCC**), Special Conditions of Contract (**SCC**), and the Appendices.
 - 1.9 **“Day”** means a calendar day.
 - 1.10 **“Government”** means the Government of the Punjab.
 - 1.11 **“ITB”** means the Instructions to Service Provider that provides Service Provider with all information needed to prepare their Bids/proposals.
 - 1.12 **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Service Provider where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract. For the purpose of this clause, the number of joint venture partner is hereby restricted to one (1) meaning thereby that lead partner may participate in the tender with one more partner only.

- 1.13 **"LOI"** means the Letter of intent being sent by the Procuring Agency to the Service Provider.
 - 1.14 **"Procuring Agency"** means the body, described in the Bid Data Sheet that is entitled to receive Bids in response to this BIDDING DOCUMENT.
 - 1.15 **"BIDDING DOCUMENT"** means the Request for Proposal to be prepared by the Procuring Agency for the selection of Service Provider.
 - 1.16 **"Services"** means the work to be performed by the Service Provider/firm as described in the Section IV – Scope of Services of this BIDDING DOCUMENT.
 - 1.17 **"Service Provider"** means a legally-established professional firm, JV or an entity that may provide or provides the Services to the Procuring Agency under the Contract (and may be used interchangeably with the term "Bidder").
 - 1.18 **"Sub-Service Provider"** means an entity to whom the Service Provider intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.
 - 1.19 **"TORs"** means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency, the Service Provider and the Sub-Services Provider, and expected results and deliverables of the assignment.
2. **Scope of Bid**
 - 2.1 The Procuring Agency invites Bids from all Eligible Service Providers, for the Services, as described in Section IV hereof.
 3. **Eligible Service Provider(s)**
 - 3.1 All legally constituted firms shall be eligible to apply.
 - 3.2 All prospective Bidders shall provide, in accordance with Section III, Bid Forms, a statement that the Service Provider (including all members of a Joint Venture and Sub Service Provider) is not associated, nor has been associated with any entity that has prepared the design, specifications, and other sections of this BIDDING DOCUMENT.
 - 3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government.
 - 3.4 Bidders shall not be under a declaration of blacklisting by any Government/Public organization.
 - 3.5 The Procuring Agency permits Bids to be submitted by Bidders as their own entity or as consortiums and/or Joint Ventures.
 4. **Conflict of Interest**
 - 4.1 The Service Provider is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

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| <p>Conflicting activities</p> | <p>4.2 The Service Provider has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Service Provider or the termination of its Contract and/or sanctions by the Procuring Agency.</p> |
| | <p>4.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Service Provider shall not be hired under the circumstances set forth below:</p> <p>4.3.1 A firm that has been engaged by the Procuring Agency to provide goods, works or services other than Services for a project, and any of its affiliates, shall be disqualified from providing Services related to those goods, works or services. Conversely, a firm hired to provide Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Services resulting from or directly related to the firm's Services for such preparation or implementation. For the purpose of this paragraph, services other than Service Provider (including its Personnel and Sub- Service Provider) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Provider to be executed for the same or for another Procuring Agency</p> |
| | <p>Conflicting assignments</p> |
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| <p>5. Cost of Bid</p> | <p>5.1 The Service Provider shall bear all costs associated with the preparation and submission of his Bid, and the Procuring Agency shall in no case be responsible or liable for those costs.</p> |
| <p>6. Site Visit</p> | <p>6.1 The Service Provider, at the Service Provider's own responsibility and risk, is encouraged to visit and examine the site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the site shall be at the Service Provider's own expense.</p> |

B. BIDDING DOCUMENT

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| <p>7. Content of BIDDING DOCUMENT</p> | <p>7.1 The set of BIDDING DOCUMENT comprises the documents listed in the table below and any addenda or corrigendum issued thereafter:</p> |
| | <p>Part I – Bid/Proposal Preparation and Evaluation Procedures</p> |
| | <p>Section I Instructions to bidders</p> |
| | <p>Section II Bid Data Sheet</p> |
| | <p>Part II – Evaluation criteria of services</p> |

Section III	Bid Forms
Section IV	Scope of Services
Section V	Specifications and requirements
Part II	Conditions of Contract and Forms

- 7.2 The Service Provider is expected to examine all instructions, forms, terms, and specifications in these documents. Failure to furnish all required information or to submit a Bid not substantially responsive to the BIDDING DOCUMENT in every respect shall be at the Service Provider's risk and may result in the rejection of such Bid(s). All sections should be completed and returned with the Bid in the number of copies specified in the BDS.
8. **Clarification of BIDDING DOCUMENT** 8.1 A prospective Service Provider requiring any clarification of the BIDDING DOCUMENT may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in the invitation/advertisement. The Procuring Agency will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of Bids/proposals. Copies of the Procuring Agency's response will be forwarded to all applicants.
9. **Amendment of BIDDING DOCUMENT** 9.1 Before the deadline for submission of Bids/proposals, the Procuring Agency may modify the BIDDING DOCUMENT by issuing revised BIDDING DOCUMENT and/or addenda/corrigendum.
- 9.2 Any addendum/corrigendum thus issued shall be part of the BIDDING DOCUMENT and shall be communicated in writing or by email to all Bidders. Prospective Bidders shall acknowledge receipt of each addendum/corrigendum by email to the Procuring Agency.
- 9.3 To give prospective Service Providers reasonable time in which to take an addendum/corrigendum into account in preparing their Bids/proposals, the Procuring Agency (if necessary) shall extend, as necessary, the deadline for submission of Bids/proposals, in accordance with ITB Sub-Clause 20.2 below.

C. PREPARATION OF BIDS/PROPOSALS

10. **Language of Proposal** 10.1 The Bid prepared by the Service Provider, as well as all correspondence and documents relating to the proposal exchanged by the Service Provider and the Procuring Agency shall be written in the language specified in the BDS. Supporting documents and printed literature furnished by the Service Provider shall be in same language.
11. **Documents Comprising the Proposal** 11.1 The proposal submitted by the Service Provider shall comprise the following:
- 11.1.1 Technical and Financial form of Bid

- 11.1.2 Bid Security (if required);
- 11.1.3 and any other materials required to be completed and submitted by Service Providers, as specified in the BDS.
- 12. **Bid Prices**
 - 12.1 The Service Provider shall fill in rates and prices, if applicable, for all items of the Services and goods as described in the Specifications (or Terms of Reference), and Appendices.
 - 12.2 Lowest Service Provider will be declared on the basis of quoted price without taxes.
- 13. **Currencies of Bid and Payment**
 - 13.1 The price shall be quoted by the Service Provider in the following currencies:
 - 13.1.1 for those inputs to the Services which the Service Provider expects to provide from within Pakistan, the prices shall be quoted in Pak Rupees (PKR), unless otherwise specified in the **BDS**;
 - 13.1.2 In case of C&F (for goods), the Prices shall be quoted in \$, £, € and ¥.
 - 13.1.3 State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of financial proposal for comparison purposes.
 - 13.2 The price for complete package, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest Service Provider. Optional items will not be considered while determining the lowest Service Provider.
 - 13.3 **Lowest evaluated Service Provider** will be declared as most **responsive** on the basis of price determined by taking accumulative quoted price of Services and goods without taxes as per detail provided in the accumulative financial sheets in BDS.
- 14. **Bid Validity**
 - 14.1 Bids/proposals shall remain valid for the period specified in the BDS.
 - 14.2 In exceptional circumstances, the Procuring Agency may request that the Service Providers extend the period of validity for a specified additional period. The request and the Service Providers' responses shall be made in writing or by email. A Service Provider may refuse the request without forfeiting the Bid Security. A Service Provider agreeing to the request will not be required or permitted to otherwise modify the Proposal, but will be required to extend the validity of Bid Security for the period of extension, and in compliance with ITB Clause 16 in all respects.
- 15. **Bid Security**
 - 15.1 The Service Provider shall furnish Bid security (if required), as part of the Bid as **specified in the BDS**.
 - 15.2 The Bid Security shall be in the **amount specified in the BDS** and denominated in Pak Rupees (PKR) and shall:

- 15.2.1 at the Service Provider's option, be in the form of either CDR/ Pay order / irrevocable bank guarantee from a banking institution;
- 15.2.2 be issued by a reputable institution selected by the Service Provider.
- 15.2.3 be substantially in accordance with one of the forms of Bid Security included in Section III, Bid Forms (TECH 2), or other form approved by the Procuring Agency prior to Bid submission;
- 15.2.4 be submitted in its original form; copies will not be accepted;
- 15.3 If a Bid Security is required in accordance with ITB Sub-Clause 16.1, any proposal not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 16.1, shall be rejected by the Procuring Agency as non-responsive.
- 15.4 The Bid Security of unsuccessful Service Providers shall be returned as promptly as possible upon the successful Service Provider's furnishing of the Performance Security pursuant to ITB Clause 35.
- 15.5 The Bid Security may be forfeited:
 - 15.5.1 if a Service Provider withdraws its Bid/proposal during the period of Bid validity specified by the Service Provider on the Bid Submission Form, except as provided in ITB Sub-Clause 15.2; or
 - 15.5.2 if the successful Service Provider fails to:
 - 15.5.2.1 sign the Contract in accordance with ITB Clause 34;
 - 15.5.2.2 Furnish a Performance Security in accordance with ITB Clause 35.
- 16. **Alternative Bids/proposals by Service Providers** 16.1 **Unless otherwise indicated in the BDS**, alternative Bids/Proposals shall not be considered.
- 17. **Technical and Financial Bid/proposal Format and Content** 17.1 The Technical Bid/proposal shall not include any financial information. A Technical Bid/proposal containing material financial information shall be declared non-responsive.
- 17.2 The Financial Bid/proposal shall be prepared using the attached Section III – Bid/proposal Forms (FIN I - FIN IV). It shall list all costs associated with the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures (if applicable). All activities and items described in the Technical Bid/proposal must be priced separately; activities and items described in

the Technical Bid/proposal but not priced, shall be assumed to be included in the prices of other activities or items

- 17.3 The Service Provider may be subject to local taxes (such as: value added or sales tax or income tax, duties, fees, levies) on amounts payable by the Procuring Agency under the Agreement. Service Provider will include all taxes, which it is subject to pay, in the Bid/proposal.
- 17.4 Service Provider should express the price of their services in Pakistani rupees (PKR) and the price of goods in (PKR), if not demanded on CFR basis.

D. SUBMISSION OF BIDS/PROPOSALS

18. Sealing and Marking of Bids/proposals

- 18.1 The Service Provider shall submit a signed and complete Bid/proposal comprising the documents and forms in accordance with Clause 12 (Documents Comprising Bid). The proposal should be submitted by hand.
- 18.2 An authorized representative of the Service Provider shall sign the original submission letters in the required format for both the Technical Bid/proposal and, if applicable, the Financial Bid/proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Bid/proposal.
- 18.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid/proposal.
- 18.4 The original and all the copies of the Technical Bid/proposal shall be placed inside of a sealed envelope clearly marked **“Technical Bid/proposal”, “[Name of the Assignment]”, reference number, name and address of the Service Provider, and with a warning “Do Not Open until [insert the date and the time of the Technical Bid submission deadline].”**
- 18.5 Similarly, the original Financial Bid/Proposal shall be placed inside of a sealed envelope clearly marked **“Financial Bid/Proposal” followed by the name of the assignment, reference number, name and address of the Service Provider, and with a warning “Do Not Open with The Technical Bid/Proposal.”**
- 18.6 The sealed envelopes containing the Technical and Financial Bids/proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the **submission address, BIDDING DOCUMENT reference number, the name of the assignment, Service Provider’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”**.

- 18.7 If the envelopes and packages with the Bid/proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Bid.
19. **Deadline for Submission of Bids/proposals**
- 19.1 Bids/proposals shall be delivered to the Procuring Agency at the submission **address specified in the BDS** no later than the time and date **specified in the BDS**.
- 19.2 The Procuring Agency may extend the deadline for submission of Bids/proposals by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Procuring Agency and the Service Providers previously subject to the original deadline will then be subject to the new deadline.
20. **Late Bids/proposals**
- 20.1 The Procuring Agency will not receive any Bid/Proposal submitted after the deadline prescribed in ITB Clause 20.
21. **Modification and Withdrawal of Bids/proposals**
- 21.1 Service Providers may modify or withdraw their Bids/proposals by giving notice in writing before the deadline prescribed in ITB Clause 20.
- 21.2 Each Service Provider's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.
- 21.3 No Bid may be modified after the deadline for submission of Bids/proposals.
- 21.4 Withdrawal of a Bid/Proposal between the deadline for submission of Bids/proposals and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 16.

E. BID / PROPOSAL OPENING AND EVALUATION

22. **Bid/Proposal Opening**
- 22.1 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Bids/proposals in the presence of the Service Providers' or their authorized representatives who choose to attend. The opening date, time and the address are **stated in the Bid Data Sheet**. The envelopes with the Financial Bid/Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 19 and 24 of the ITB.
- 22.2 At the opening of the Technical Bids/proposals the following shall be read out:

- 22.2.1 the name and the country of the Service Provider or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;
 - 22.2.2 the presence or absence of a duly sealed envelope with the Financial Bid/Proposal;
 - 22.2.3 any modifications to the Bid/Proposal submitted prior to Bid/Proposal submission deadline; and
 - 22.2.4 any other information deemed appropriate or as indicated in the Data Sheet.
- 23. Technical Bids/proposals Evaluation**
- 23.1 Subject to provision of Clause 19 of the ITB, the evaluators of the Technical Bids/Proposals shall have no access to the Financial Bids/proposals until the technical evaluation is concluded.
 - 23.2 The Service Provider is not permitted to alter or modify its Bid/Proposal in any way after the Bid/Proposal submission deadline except as permitted under Clause 22 of this ITB. While evaluating the Bids/proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Bids/proposals.
 - 23.3 The Procuring Agency's evaluation committee shall evaluate the Technical Bids/proposals on the basis of their responsiveness to the Terms of Reference and the BIDDING DOCUMENT, applying the evaluation criteria. A Bid shall be rejected at this stage if it does not respond to the BIDDING DOCUMENT or if it fails to fulfill the knockdown evaluation criteria.
- 24. Opening of Financial Bids/proposals**
- 24.1 After the technical evaluation is completed, the Procuring Agency shall notify those Service Providers whose Bids/proposals were considered non-responsive to the BIDDING DOCUMENT and TORs or did not meet the minimum qualifying technical criteria {and shall provide information relating to the Service Provider's overall technical score, as well as scores obtained for each criterion and sub-criterion, (if any)} that their Financial Bids/proposals will be returned unopened after completing the selection process and Contract signing. The Procuring Agency shall simultaneously notify Service Provider with responsive Bids and inform them the date, time and location for the opening of the Financial Bids/proposals. The opening date should allow the Service Providers sufficient time to make arrangements for attending the opening. The Service Provider's attendance at the opening of the Financial Bids/proposals is optional and is at the Service Provider's choice.
 - 24.2 The Financial Bids/proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Service Providers whose Bids/proposals

- have passed the technical evaluation. The Financial Bids/proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Bids/proposals shall be then opened, and the total prices read aloud.
25. **Taxes** 25.1 The Service Provider's Financial Bid/Proposal shall include all applicable taxes in accordance with the instructions in the Data Sheet.
26. **Financial Bid/Proposal Evaluation** 26.1 Least Cost Selection (LCS) method will be applied for the calculation of lowest Service Provider as mentioned in break-down of costs. The least cost of services will be considered.
27. **Process to Be Transparent** 27.1 Information relating to the evaluation and comparison of bids/proposals and recommendations for the award of a contract shall be disclosed to Service Providers **10 days** before the award to the successful Service Provider is notified.
28. **Clarification of Bids/proposals** 28.1 To assist in the examination, evaluation, and comparison of Bids/proposals, the Procuring Agency may, at its discretion, ask any Service Provider for clarification of the Service Provider's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Agency may require. The request for clarification and the response shall be in writing or email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the Bids/proposals in accordance with ITB Clause 30.
- 28.2 No Service Provider shall contact the Procuring Agency on any matter relating to its Bid/Proposal from the time of the Bid/Proposal opening to publication of evaluation report. If the Service Provider wishes to bring additional information to the notice of the Procuring Agency, he should do so in writing.
- 28.3 Any effort by the Service Provider to influence the Procuring Agency in the Procuring Agency's Bid/Proposal evaluation or contract award decisions may result in the rejection of the Service Provider's Bid/Proposal.
29. **Examination of Bids/proposals and Determination of Responsiveness** 29.1 Prior to the detailed evaluation of Bids/proposals, the Procuring Agency will determine whether each Bid/Proposal:
- 29.1.1 Has been properly signed;
- 29.1.2 Is accompanied by the required securities;
- 29.1.3 And is substantially responsive to the requirements of the BIDDING DOCUMENT.
- 29.2 A substantially responsive Bid/Proposal is one which conforms to all the terms, conditions, and specifications of the BIDDING

DOCUMENT, without material deviation or reservation. A material deviation or reservation is one:

29.2.1 Which affects in any substantial way the scope, quality, or performance of the Services; or

29.2.2 Which limits in any substantial way, inconsistent with the BIDDING DOCUMENT, the Procuring Agency's rights or the Service Provider's obligations under the Contract; or

29.2.3 Whose rectification would affect unfairly the competitive position of other Service Providers presenting substantially responsive Bids/proposals.

29.3 If a Bid/Proposal is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

30. Correction of Errors

30.1 Bids/proposals determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis:

30.1.1 If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;

30.1.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

30.1.3 If there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

30.2 The amount stated in the Bid/Proposal will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Service Provider, shall be considered as binding upon the Service Provider. If the Service Provider does not accept the corrected amount, the Bid/Proposal will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 16.5.

31. Non-Preferential Treatment

31.1 No Service Provider (domestic or foreign) shall be eligible for any margin of preference in Bid/Proposal evaluation.

F. AWARD OF CONTRACT

32. Award Criteria

32.1 The Procuring Agency will award the Contract to the Service Provider whose Bid/Proposal has been determined to be substantially

responsive to the BIDDING DOCUMENT and who has offered the lowest evaluated Bid/Proposal price, provided that such Service Provider has been determined to be:

32.1.1 Eligible in accordance with the provisions of ITB Clause 3, and

32.1.2 Qualified in accordance with the provisions of ITB Clause 24.

- | | |
|---|--|
| <p>33. Procuring Agency's Right to Accept or Reject all Bids/proposals</p> | <p>33.1 Notwithstanding ITB Clause 32, the Procuring Agency reserves the right to accept all Bids/proposals, or to cancel the selection process and reject all Bids/proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Service Provider or Service Providers or any obligation to inform the affected Service Provider or Service Providers of the grounds for the Procuring Agency's action.</p> |
| <p>34. Notification of Award and Signing of Agreement</p> | <p>34.1 The Service Provider whose Bid/Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state services and other particulars that the Procuring Agency will deliver to the Service Provider in consideration of the execution, completion, and maintenance of the Services by the Service Provider as prescribed by the Contract</p> <p>34.2 The notification of award will constitute the formation of the Contract. Expected data and address for award of contract is specified in BDS.</p> <p>34.3 The Contract, in the form provided in BIDDING DOCUMENT, will incorporate all agreements between the Procuring Agency and the successful Service Provider. It will be signed by the Procuring Agency and sent to the successful Service Provider along with the Letter of Acceptance. Unless otherwise stated in BDS or Part II, within 14 days of receipt of the Contract, the successful Service Provider shall sign the Contract and return it to the Procuring Agency, together with the required performance security pursuant to Clause 35. Furthermore, the selected Service Provider shall commence the services by the date specified in BDS.</p> <p>34.4 Upon fulfilment of ITB Sub-Clause 34.3, the Procuring Agency will promptly return the Bid security of unsuccessful Service Providers as soon as possible.</p> |
| <p>35. Performance Security</p> | <p>35.1 Unless otherwise stated in BDS or Part II, within 7 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Procuring Agency a Performance Security in the amount and in the form (Bank Guarantee) stipulated in the BDS & Appendix-D to the Contract, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General</p> |

Conditions of Contract. It will be retained by the Procuring Agency till the successful completion of the Contract. The performance security shall be deposited against the total monthly price of services.

- 35.2 If the Performance Security is provided by the successful Service Provider in the form of a Bank Guarantee, it shall be issued either
- 35.2.1 At the Service Provider's option, by a bank located in the country of the Procuring Agency or a foreign bank through a correspondent bank located in the country of the Procuring Agency, or
 - 35.2.2 With the agreement of the Procuring Agency directly by a foreign bank acceptable to the Procuring Agency.
- 35.3 Failure of the successful Service Provider to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Arbitration

In the event of any controversy or claim or dispute arising out of or relating to the Contract or the Scope of Services or the BIDDING DOCUMENT or a breach thereof, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the Parties. If the Parties fail to settle the controversy or claim at the expiration of ten days from the date of its occurrence, the matter/dispute shall be exclusively and finally settled by arbitration under the provisions of the Arbitration Act, 1940. The place of arbitration will be Lahore, Pakistan. The arbitral panel shall be composed of three arbitrators, one to be selected by the FIRST PARTY, one to be selected by the SECOND PARTY and the third (who shall act as the chairman of the panel) to be selected by the two previously selected arbitrators. Once the arbitral panel has been composed, the arbitrators shall act as neutrals and not as party arbitrators, and no party shall engage in any ex parte communication with any member of the arbitral panel. The arbitral panel shall determine the rights and obligations of the Parties in accordance with the substantive laws of Pakistan and without regard to conflict of laws principles thereof. Except as agreed by the Parties, the arbitral panel shall have no power to alter or modify any terms or provisions of this Contract, or to render any award that, by its term or effects, would alter or modify any term or provision of this Contract. The Parties shall be entitled to reasonable production of relevant, non-privileged documents, carried out expeditiously. If the Parties are unable to agree upon the same, the arbitral panel shall have the power, upon application of any Party, to make all appropriate orders for production of documents by any Party. At the request of any Party, the arbitral panel shall have the discretion to order the examination by deposition of any witness to the extent the arbitral tribunal deems such examination appropriate or necessary. Each Party shall bear its own attorney fee, expenses, and costs. Any award of monetary damages shall be in writing and

state the reasons upon which it is based. The award shall be final and binding on the Parties.

The Parties agree that:

- (a) all arbitration proceedings will take place in the jurisdiction of the province of Punjab, Pakistan;
- (b) except as may be required by law, neither a Party nor its representatives may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all Parties.
- (c) the language of the arbitration shall be English;
- (d) it is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 45 days from the date, the Arbitral panel is appointed. The Arbitral Tribunal may extend this time limit in the interests of justice.
- (e) the decision of such arbitration to award or awards made by such Arbitrator(s) and Umpire shall be final and binding upon the parties hereto without appeal to any court or other party(s)
- (f) pending the decision or award, the Parties shall continue to perform their obligations pursuant to the Contract or Statement of Work.
- (g) the Arbitral panel will sit on the request of either party.
- (h) the Panel will also decide the liabilities of the parties whether financial or any other.
- (i) it will also ensure that the legal payments shall be paid timely.

37. Corrupt or Fraudulent Practices

37.1 For the purpose of this provision, the terms set forth below define corrupt or fraudulent practices:

- 37.1.1 **“corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Service Provider or Service Provider in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
- 37.1.2 **“fraudulent practice”** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- 37.1.3 **“collusive practices”** is an arrangement among Service Providers (prior to or after Bid/Proposal submission) designed to establish Bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

37.1.4 **“coercive practices”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;

37.1.5 **“obstructive practice”** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Procuring Agency’s inspection and audit rights.

37.2 The Procuring Agency will reject a Bid/proposal for award if it determines that the Service Provider or Sub Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

37.3 The Procuring Agency will declare mis-procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract;

37.4 The Procuring Agency will sanction a Service Provider or Sub Service Provider, in accordance with prevailing Blacklisting procedures under the Applicable Rules, if it at any time determines that they its representatives, directly or through an agent, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

37.5 The Procuring Agency will have the right, requiring Service Providers, suppliers, Sub Service Providers and consultants to permit the Procuring Agency to inspect their accounts and records and other documents relating to the Bid/Proposal submission and contract performance and to have them audited by auditors appointed by the Procuring Agency.

38. Duration of Contract

38.1 The contract will be signed initially for the duration of three (03) years and further extendable for one (01) year subject to satisfactory past performance by service provider.

SECTION II. BID DATA SHEET

A. General	
ITB clause reference	Description
2.1	The Procuring Agency is: Hepatitis Prevention & Infection Control Program, Primary & Secondary Healthcare Department – Government of Punjab
2.2	The Intended Date for commencement of contract is: <u>As per mentioned in scope of services</u>
2.3	The name and identification number of the Contract is: <u>HOSPITAL WASTE DISPOSAL/MANAGEMENT SERVICES FOR PROVINCIAL HEPATITIS PREVENTION & INFECTION CONTROL PROGRAM</u>
2.4	A list of debarred/blacklisted companies is available at PPRA's website.
B. BIDDING DOCUMENT	
8.2 and 19.5	The number of copies of the Bid/Proposal to be completed and submitted shall be: <u>One (1) original only</u>
C. Preparation of Bid/Proposal	
11.1	This document has been issued in the <u>English</u> language. Bids/proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.
12.1	<p>The Bid/Proposal to be submitted shall comprise of following:</p> <ol style="list-style-type: none"> 1. <u>Technical Bid/Proposal</u>: <ol style="list-style-type: none"> a. Power of Attorney to sign the Bid/Proposal b. Tech-1 c. Tech-2 d. Tech-3 2. Financial Bid/Proposal: <ol style="list-style-type: none"> a. FIN-A <p><u>STANDARD FINS</u></p> <ol style="list-style-type: none"> b. FIN-I

	<p>c. FIN-II d. FIN-III</p> <p><u>OPTIONAL FINS</u></p> <p>e. FIN-IV</p> <p>3. Bid Security</p> <p>4. and any other materials required to be completed and submitted by Service Providers</p> <p>Technical and Financial Bids/proposals shall be sealed separately, both enclosed in one common envelope.</p>
14.1	<p>The currency used for the purpose of this document is:</p> <p><u>PKR (Pakistani Rupees)</u></p>
14.2	<p>The Lowest Service Provider will be determined on the basis of:</p> <p>Price determined by adding all prices as mentioned in Break Down of Costs without Taxes.</p>
14.3	<p>(i) The parties in a Joint Venture/Consortium shall be jointly and severally liable.</p>
15.1	<p>The period of Bid validity shall be 180 days after the deadline for Bid/Proposal submission.</p>
16.1	<p>The bidder shall provide Bid Security in the shape of:</p> <p><u>CDR, Demand Draft, Pay Order Banker's Cheque or Bank Guarantee scheduled from any Pakistan Bank.</u></p>
16.2	<p>The bidder has to submit 5% Bid Security of Estimated Monthly Cost in favor of "Director General Health Services, Primary & Secondary Healthcare Department" in shape as mentioned in ITB clause 16.1.</p> <p>5% of Estimated Monthly Cost: PKR 3,333,333/- (To be submitted as Bid Security)</p>
17.1	<p>Alternative Bids/proposals are not permitted.</p>
D. Submission of Bids/proposals	
20.1	<p>The Procuring Agency's address for the purpose of Bid/Proposal submission is Directorate General Health Services, <i>Primary & Secondary Healthcare Department</i> – Government of Punjab, 24-Cooper Road, Lahore,</p> <p>For identification of the Bid the envelopes should indicate:</p> <p><u>HOSPITAL WASTE DISPOSAL/MANAGEMENT SERVICES FOR PROVINCIAL HEPATITIS PREVENTION & INFECTION CONTROL PROGRAM</u></p>

20.2	The deadline for submission of Bids/proposals shall be till <u>11:00 A.M</u> on 22.06.2020 .
19.1	The Service Provider shall NOT have the option of submitting their Bids/proposals electronically .
E. Bid/Proposal Opening and Evaluation	
20.1	Bids/proposals will be opened at 11:30 A.M of the same day of <u>submission of proposal/bid</u> at the same address of submission of bids/proposal.
20.2	Financial Bid/Proposal shall include all applicable taxes, duties, levies, fees as mentioned in Financial Submission Forms and other Government caused costs.
F. Award of Contract	
21.1	Expected date and address for Award of Contract : Date: After Issuance of Advance Acceptance of Tender Address: Directorate General Health Services, <i>Primary & Secondary Healthcare Department – Government of Punjab</i> , 24-Cooper Road, Lahore.
21.2	Expected date for the commencement of the Contract : As mentioned in scope of services.
21.3	The Performance Security acceptable shall be in the Standard Form amounting to <u>5%</u> of Total Contract Value .
21.4	In case of any query the Service Providers may contact the Procuring Agency.

Tender Number: -----

PART- I:

KNOCK DOWN CRITERIA - (COMMERCIAL EVALUATION)

(To be evaluated by Procuring Agency)

(All evaluation parameters defined below are mandatory for compliance)

KNOCKDOWN CRITERIA			
Sr. No.	Evaluation Parameters	Documentary Proof	M/S XYZ
1.	Original Receipt of Tender.	Receipt to be attached with the Technical Bid.	Yes / No
2.	The firm / partner firms (in case of JV) should be a legal entity having registered NTN, GST & Provincial Revenue Authority registration for services Tax Number for at least last two years.	Proof to be submitted in the form of valid certificates	Yes / No
3.	5% Bid Security of Estimated Monthly Cost.	Copy of Bid Security to be attached with the Technical Proposal in the form of CDR/Bank Draft/Bank Guarantee from any schedule Bank and original with Financial Proposal.	Yes / No
4.	Firm must have Management certification of ISO 9001 QMS / ISO 14001 EMS / OHSAS 18001.	Proof to be submitted in the form of valid Certificates.	Yes / No
5.	Income Tax Returns for last two Financial years (For JV, each partner should submit its Income Tax Returns Separately).	Proof to be submitted in the form of FBR Documents (Income Tax Returns)	Yes / No
6.	In case of Joint Venture, only one firm shall join as partner. Moreover, a partner firm can form JV with only one Lead Bidder in this project.	Relevant documents must be attached	Yes / No
7.	Undertaking on notarized judicial stamp paper of Rs: 100/- that firm shall provide Bid Validity complied as mentioned in Bidding Documents.	Original Notarized Stamp Paper without any cutting / over writing	Yes / No
8.	Undertaking on notarized judicial stamp paper of Rs: 100/- that firm shall fully comply to each & every aspects of scope of work / services as defined in TOR	Original Notarized Stamp Paper without any cutting/over writing	Yes / No
9.	Undertaking on notarized judicial stamp paper of Rs: 100/- confirming that the firm/JV has never been declared debarred, blacklisted by any of the public sector organization in	Original Notarized Stamp Paper without any cutting/over writing	Yes / No

	Pakistan., (For JV, both partner should Sign the affidavit or submit Affidavit Separately)		
10.	Undertaking on notarized judicial stamp paper of Rs: 100/- that firm / JV shall provide services in conformity with Punjab Hospital waste management rules 2014 (amended to date). (For JV, each partner should Signature the affidavit or submit Affidavit Separately)	Original Notarized Stamp Paper without any cutting/over writing	Yes / No
11.	Undertaking on notarized judicial stamp paper of Rs: 100/- that firm / JV accepts all terms & conditions set forth in bidding documents.	Original Notarized Stamp Paper without any cutting/over writing	Yes / No

PART – II EVALUATION CRITERIA OF SERVICES

Note: Firms, those who passed the Part-I of the Technical Evaluation Criteria will be eligible for Part-II of Technical Evaluation

TECHNICAL EVALUATION CRITERIA			
SR.NO	CRITERIA SCORE	TOTAL SCORE	OBTAINED SCORE
1	FINANCIAL STRENGTH OF THE FIRM Annual Turn Over of Firm / lead bidder for any of the last two Financial Years (To be verified from the FBR Annual Income Tax Returns)	Max: 20	
	a 500 Million or above	20	
	b 350-499 million	15	
	c 200-349 million	10	
2	RELEVANT EXPERIENCE & PAST PERFORMANCE Prior Experience of Healthcare Infectious Waste Management Services (Collection / Incineration) for the last two years simultaneously in: (To be verified from the Contract / Work Order issuance & execution of the project, satisfactory certificate issued by the Procuring agency / Department/ End User i.e. CEO DHA/DHO (PS) in case of public sector whereas CEO/MD/Principal in case of private sector)	Max: 30	
	a 12 Districts or above.	30	
	b 09-11 Districts	25	
	c 06-08 Districts	20	
3	RELEVANT CAPABILITY Prior Experience of Managing the following quantities of Monthly Healthcare Infectious Waste in terms of (Collection / Incineration): (To be verified by the monthly reports of waste collection / incineration submitted and attested by the Procuring Agency / End User i.e. CEO DHA/DHO (PS) in case of public sector whereas CEO/MD/Principal in case of private sector)	Max: 25	
	a 50,000 kg or more	25	
	b 35,000 kg – 49,999 kg	20	
	c 20,000 kg – 34,999 kg	15	
4	MANAGERIAL CAPABILITIES Prior Experience of Managing the following number of workforce / HR (To be verified by the list of employees along with the Appointment letter, joining and Certificate from the Bank regarding the disbursement of salaries of Employer nominated staff along with the duration of salary disbursement)	Max: 20	
	a 300 employees or more	20	

	b	200-299 employees	15	
	c	100-199 employees	10	
	PROPOSED WORKING METHODOLOGY SUBMITTED BY THE FIRM (to be evaluated by the Technical Evaluation committee)		Max: 05	
5	a	Working Methodology fully complying with Scope of Work	05	
	b	Working Methodology partially complying with Scope of Work	03	
	c	Working Methodology not complying with Scope of Work	00	
Note:	The firm scoring at least 70% marks shall be declared responsive.			

NOTE: Purchase Cell DGHS, P&SHD Punjab/Procuring Agency reserves the right to visit the office of the firm and cross verify submitted documents to evaluate the capability of bidder to perform the contractual services.

Section III. Bid Forms

Standard Bid Forms shall be used for the preparation of the Technical and Financial Bid/Proposal according to the instructions provided in Section II

{Notes to Service Providers} shown in brackets { } throughout Section III provide guidance to the Service Providers to prepare the Technical Bid/Proposal; they should not appear on the Bids/proposals to be submitted.}

TECH 1: Technical Bid/Proposal Submission Form

[date]

To: [Director General Health Services
Hepatitis Prevention & Infection Control Program, P&SHD]

We, the undersigned, offer to provide the requested services as in accordance with Bidding Documents dated [insert date here] _____. We are hereby submitting our Bid/Proposal, which includes this Technical Bid/Proposal, and a Financial Bid/Proposal sealed under a separate envelope.

We are submitting our Bid/Proposal in association with: *[Insert a list with full name and address of each associated Service Provider (if any, otherwise delete this line)]*

We hereby declare that:

- (a) All the information and statements made in this Bid/Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Bid/Proposal may lead to our disqualification by the Procuring Agency and/or may be sanctioned by the Procuring Agency.
- (b) Our Bid/Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet, ITB 15.1 of the BIDDING DOCUMENT.
- (c) We have no conflict of interest in accordance with ITB 4 of the BIDDING DOCUMENT.
- (d) We meet the eligibility requirements as stated in ITB 3 of the BIDDING DOCUMENT, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITB 37 of the BIDDING DOCUMENT.
- (g) Our Bid/ Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Bid/ Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITB 34.2 and 34.3 of the Bid Data Sheet.

We understand that the Procuring Agency is not bound to accept any Bid/ Proposal that the Procuring Agency receives.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Service Provider (company's name or JV's name): _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

TECH 2: Bid Security Form

(Bid Security to be furnished by the Service Provider in the amount specified in Data sheet in the form of Demand Draft, Pay order or CDR or Bank Guarantee)

TECH 3: APPROACH, METHODOLOGY & WORK PLAN

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for central management.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan

a) **Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan.}

POWER OF ATTORNEY

(To be submitted on stamp paper of worth Rs. 100 duly notarized by oath commissioner)

KNOW ALL MEN BY THESE PRESENTS that by this Power of Attorney ("Power of Attorney"), *[Insert Name of JV Partner]* having its registered office *[address of JV Partner]*, does hereby nominate, appoint and authorize *[Lead bidder Authorize Name]* of *[Lead Bidder Name]* having its registered Head Office *[Address of Led Bidder]* hereinafter referred to as the "Attorney", to do in our name and on our behalf the following:

i. sign and submit to Primary & Secondary Healthcare Department, of the Government of Punjab (P&SHD), or its authorized nominee for bidding in response to the bidding documents dated *[Insert Last date of submission]* issued by P&SHD and all other documents and instruments required to submit the Application for bidding.

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 P&SHD in connection with the bidding process as a whole;

iv. to immediately notify P&SHD 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 JV Partner]* 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 JV Partner]*

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 *[Insert Date]*

[Insert Name of JV Partner]

By: Designation:

CNIC No.

WITNESSES:

Witness 1:

Name:

Address:

NIC No.:

Witness 2:

Name:

Address:

NIC No.:

FIN A: Financial Bid/ Proposal Submission Form

{Location, Date}

To:[Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with Bidding Documents dated [Insert Date] and our Technical Bid/ Proposal.

Our attached Financial Bid/ Proposal is for the amount of {Indicate the corresponding amount(s) currency (ies)} {Insert amount(s) in words and figures (as the sum of all the prices as mentioned in breakdown of costs), *exclusive of all taxes in accordance with Clause 25.3 in the Data Sheet*. The amount of taxes will be (sum of all applicable taxes).

Our Financial Bid/ Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid/ Proposal, i.e. before the date indicated in Clause 15.1 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Bid/ Proposal and Contract execution.

We understand you are not bound to accept any Bid/ Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

STANDARD FINs

FIN-I: Procurement of Goods and Equipment					
Sr. No.	Item Name	UOM	Qty	Unit Rate without Tax (PKR)	Total Cost without Tax (PKR)
1.	Laptop	EA	150		
2.	CCTV Cameras with monitoring Software	EA	54		
3.	Internet Devices	EA	150		
4.	Weighing Scale	EA	10		
5.	Waste Collection Trolley	EA	10		
6.	Thermal Sealer	EA	10		
7.	2D Bar Code Reading / Scanning Machine	EA	137		
8.	Upgradation of Hospital Waste Management Information System	EA	1		
9.	Personnel Protective Equipment includes safety shoes, masks, helmets, gloves etc.	Set	537		
10.	Uniform for staff	Pair	581		
11.	Non-Chlorinated Low- and High-Density Polyethylene Yellow Bags (Bio Degradable Bags)	EA	50,000		
12.	Cable Ties	Pcs	20,000		
13.	45 Liter Waste Bin Set (Set of 3 as per guidelines) with Paddle Operated Lid (along with printing on Bin)	Pcs	5000		
14.	100 Liter Waste Bin Set (Set of 3 as per guidelines) with Paddle Operated Lid (along with printing on Bin) unit cost of single unit will be quoted.	Pcs	5000		
15.	Sharp Container	Pcs	5000		
16.	Barcode labels for weighing Scale	Pcs	100,000		
Total Without Taxes					
Taxes					
Total With Taxes					

NOTE: Estimated quantities are given while Quantities can be increased or decreased as per requirement of the Procuring Agency.

FIN-II: HR, Management/Running Cost for HWM Operations				
Sr. No.	Post Name/Description	Qty	Per Unit without Tax (PKR)	Per Month Cost without Tax (PKR)
1.	District Managers	36		
2.	Driver and Relievers	44		
3.	Vehicle Helpers and Relievers	44		
4.	Waste Management Staff	423		
5.	Operational Staff	236		
6.	Central Human Resource cost including supply chain management, monitoring and evaluation of field operations as per the proposed working methodology provided by the firm	1		
7.	Charges for Disinfection/Cleaning of Yellow rooms, Waste Trollies	155		
8.	Charges for Disinfection/Cleaning of Yellow Vehicles	37		
9.	Charges for stationery items including data entry manual registers for waste management process	155		
10.	Operation and Maintenance Charges of already deployed waste management equipment	155		
11.	Running /Operational Expense of HWM Software & IT Systems for DHQs & THQs	155		
12.	Internet Device Per Month Charges	173		
13.	Per Month Management Cost			
Total Without Taxes				
Taxes				
Total With Taxes				

FIN-III: RUNNING /OPERATIONAL EXPENSE OF POL OF VEHICLES				
Sr. No.	Item Name	Estimated Qty	Per Unit Cost without Taxes (PKR)	Per Month Cost without Taxes (PKR)
1	Yearly Insurance of 37 yellow vehicles	37 vehicles		
2	Rate of fueling per km as per TOR (To be quoted as per rate of Diesel on the date of submission of tender) (During the proceedings of operations the price increase/decrease shall be adjusted accordingly)	50,000		
Total Without Taxes				
Taxes				
Total With Taxes				

OPTIONAL FINs:

FIN-IV: RUNNING /OPERATIONAL EXPENSE OF LPG & POL OF MINI VANS				
Sr. No.	Item Name	Qty	Per Unit Cost without Taxes (PKR)	Per Month Cost without Taxes (PKR)
1	LPG Cost/kg	As per Notified rates of OGRA will be paid	As per Notified rates of OGRA	As per Notified rates of OGRA
2	Transportation Cost of a Set of 20 standard LPG cylinders to the incinerator site.	Per Km Cost will be shared by the bidder	Per Km Cost will be shared by the bidder	Per Km Cost will be shared by the bidder
2	Rate of fuelling per km as per TOR (To be quoted as per rate of fuel on the date of submission of tender) (During the proceedings of operations the price increase/decrease shall be adjusted accordingly)	150,000		
Total Without Taxes				
Taxes				
Total With Taxes				

BREAK DOWN OF COST

Sr.No.	FINANCIAL FORM	FIN No.	Total Cost (without Taxes)
STANDARD FINs			
1.	Procurement of Goods and Equipment	FIN-I	
2.	Running/Consumable Cost for HWM Operations	FIN-II	
3.	Running /Operational Expense of POL of vehicles	FIN-III	
OPTIONAL FINs			
4.	Running /Operational Expense of LPG & POL of Mini Vans	FIN-IV	
TOTAL COST OF OPTIONAL FINs			

Lowest Evaluated Bidder = {Total without Taxes FIN I + Total without Taxes FIN II + Total without Taxes FIN III}

Section IV.

SCOPE OF SERVICES

SCOPE OF WORK/TERMS OF REFERENCES

The following tasks need to be carried out:

- Management & Operations of hospital waste in 36 districts of Punjab.
- There are 26 District Headquarter (DHQ) Hospitals and 129 Tehsil Headquarter (THQ) Hospitals, 315 Rural Health Centers (RHCs) and 2,520 Basic Health Units (BHUs) for the provision of mentioned services in Punjab Under administrative control of Primary & Secondary Healthcare Department – Government of Punjab. The services may also be extended to cover the private healthcare facilities.
- RHCs and BHUs shall be covered under the same contract with the phased strategy. Cost heads of Human Resource, Goods, Consumables and other running expenses for the provision of mentioned HWM services shall be considered same as per the rates of finalized contract and to be deployed as per actual BOQ requirement.
- Up-gradation in the hospital and new addition of healthcare facility will also be covered under this assignment with the following methodology:
 - The addition of HR and goods will be addressed accordingly depending upon the extension of work / increase in number of beds / new hospital addition by the Procuring Agency after mutual consent of Procuring Agency as well as service provider.

The assignment shall include the following:

The services will be carried out in accordance with Punjab Hospital Waste Management Rules, 2014 (amended till date).

SCOPE OF WORK FOR DHQs/THQs & OTHER HEALTH FACILITIES

Responsibilities of Service Provider

- 1) In initial stages of the Contract, a time-frame of 1 month will be given to the service provider for the deployment of Human Resource and operationalization in order to carry on the services in DHQs and THQs. However, the firm will charge after deployment of Human Resource.
- 2) The service provider will ensure training and capacity building of hospital staff on hospital waste management as continuous process. Minimum one training at each healthcare facility will be provided in One months. Training shall be provided by the Experts having experience and credentials on hospital waste management.
- 3) Deployment of Human Resource as per details mentioned in the FIN – II. The service provider shall be responsible for the human resource management of all staff deployed at every healthcare facility for continuous and smooth operations.

- a. District Manager of district shall be responsible to overall manage and supervise the hospital infectious waste management services.
 - b. Supervisors (Operational Staff) shall be deployed in districts and shall be responsible for technical and IT related matters of hospital infectious waste and shall assist District Managers in all matters.
 - c. Computer Operator (Operational Staff) shall be deployed in THQ Hospitals for scanning/de-scanning of infectious waste bags.
 - d. Four (04) persons at DHQ Hospitals and two (02) persons at THQ Hospitals for the waste collection, sealing, weighing, barcoding the waste bag, transportation of infectious waste, storage of infectious waste in yellow room, overall cleanliness of waste trolley, yellow room and the complete manual data recording etc. in two shifts (morning and evening).
 - e. Two (02) persons at incineration site responsible for the maintenance of yellow room at incinerator sites, handling and transportation of waste to incinerator, feeding of waste into incinerator, de-ashing etc., further to that, they shall be responsible for barcode reading and then uploading the barcoded information on the web portal/software as and when required.
 - f. Driver and vehicle helper with each yellow vehicle for record keeping of vehicle (i.e. Log book, and receipts and registers being used in transportation of waste), loading and unloading of waste, cleanliness of yellow vehicle, safety and repair & maintenance of yellow vehicle etc.
- 4) The service provider shall be responsible for the trainings of all Hospital waste management staff. The head of the procuring agency/ end user and service provider will jointly hire and fire the staff of all hospital waste management staff.
 - 5) The service provider will be responsible to provide the all record related to Hiring / Credentials of Staff hired in this project.
 - 6) The service provider shall be responsible for all the disciplinary affairs of their hired staff, in case of any misconduct on the part of staff deployed at healthcare facilities, necessary appropriate actions shall be taken by the procuring agency and service provider will be bound to take action against that staff as per recommendations of the Procuring Agency.
 - 7) The service provider shall be responsible to monitor the provincial Management staff and District deployed staff of the project and will be responsible to pay the salaries of staff as per Labor Laws of Pakistan.
 - 8) The service provider will follow the Labour laws for the working of the staff deployed for this project.
 - 9) The service provider will be responsible to provide all kind of record related to this project deemed necessary by the procuring agency / end user as and when required.
 - 10) The service provider will be responsible to submit the Annual Audit report of its project from any of the listed prequalified chartered audit firms of Planning & Development Department.

- 11) The service provider shall be responsible to register the complete staff in following institutes:
 - a. Employee old age benefit institution (EOBI)
 - b. Punjab employee social security institution (PESSI)
- 12) The Service Provider shall be responsible to operate, run and manage the project according to the best management practices. The procuring agency shall assess and measure the performance of services through the deliverables defined in the TORs quarterly.
- 13) The Service Provider shall be responsible for the operation and maintenance of already and new supplied goods and equipment to keep them in the optimum working condition.
- 14) The service provider shall be responsible to maintain the supply chain management of consumables at each healthcare facility.
- 15) The service provider shall be responsible for the placement of bags in the designated ward level waste bin (Yellow).
- 16) The service provider shall be responsible for the collection of Infectious waste from the wards as per pre-defined HWM SOPs through waste collection trolley.
- 17) The service provider shall be responsible for sealing of waste bags (Yellow) at the time of collection from ward level bins through Thermal Sealing Machine, mounted in the waste collection trolley.
- 18) The service provider will use cable ties for sealing of waste bags where electricity breakdown or some unforeseen circumstances may occur.
- 19) The service provider shall be responsible for the weighing of waste bags (Yellow) at the time of collection from ward level bins through Barcode Weighing scale mounted in waste collection trolley.
- 20) The service provider shall be responsible for pasting the bar code labels on waste bags (Yellow) at the time of collection from ward level bins. The Bar code shall contain the following information.
 - a. Hospital Name
 - b. Weight in KGs
 - c. Time of Collection
 - d. Date of Collection
- 21) In addition to the digital traceability and track ability system of hospital infectious waste, manual data recording shall also be maintained. The manual data recording system shall be comprising of different registers which will be mainly carrying following information/data.
 - e. Hospital Name
 - f. Weight in KGs
 - g. Time of Collection

- h. Date of Collection
- i. Name & signatures of Waste Collector
- j. Verified by District Manager/Supervisor

- 22) The service provide shall be responsible for the transportation of the infectious waste bag through waste collection trolley to the yellow room of respective healthcare facility.
- 23) The service provider shall be responsible for the cleanliness and disinfection of waste collection trolley as per pre-defined SOPs by using cleaning items including detergents, disinfectants, duster, soap etc.
- 24) The service provider shall be responsible for the cleanliness and disinfection of yellow room as per pre-defined SOPs by using cleaning items including Detergents, disinfectants, wipers etc.
- 25) The Service Provider shall prepare the Vehicle Movement Plan of those districts where incinerators are not installed; hence, its waste will be transported to the other nearest district, where incinerator is installed. The service provide shall be responsible for the transportation of the infectious waste bags from healthcare facility yellow room to nearby incinerator site through purpose built yellow vehicles.
- 26) The incinerator shall be operated and maintained (on/off, repair & maintenance etc.) by the incinerator operator; deployed by the incinerator supplying firm.
- 27) The service provider shall be responsible for the feeding of waste into incinerator, deashing etc.
- 28) The service provider shall be responsible to deash the incinerator and dump the ash into ash pits provided by the incinerator supplying firm / healthcare facility. (the gadgets for de-ashing of incinerator shall be provided by incinerator supplying firm).
- 29) In case of malfunction in incinerator, the hospital/ incinerator supplying firm shall make arrangements for urgent fixation of fault, meanwhile the waste of concerned healthcare facility will be transported to the nearest incinerator with the prior permission of the Procuring Agency.
- 30) The Service Provider shall be responsible to operate and maintain fleet of purpose-built yellow vehicles (fabricated on 4x2 Toyota Hilux (Diesel)) for the collection and transportation of infectious waste.
- 31) Yellow Vehicles' Petrol Oil Lubricant (POL), road expenses / toll taxes, insurance, tyres replacement, refrigerated cabin maintenance, accidental damage repairs any other repair and maintenance shall be the responsibility of the service provider.
- 32) The service provider will maintain the log books of all the 37 vehicles.
- 33) The Service Provider will be responsible for the yearly insurance of these 37 yellow vehicles.

- 34) The service provider will immediately notify the procuring Agency in case of accidents or damages to the vehicle.
- 35) The vehicle trackers should have live monitoring enabled and the Procuring Agency have access to the live tracking.
- 36) The Service Provider shall develop and implement Standard Operating Procedures (SOPs) as per Punjab Hospital waste management Rules, 2014 after approval from the Procuring Agency. The list of Standard Operating Procedures (SOPs) shall be provided by the service provider before awarding the contract and same will be the part of contract.
- 37) The Service Provider will ensure the maintainability and annual renewal of Environmental Management System (EMS – 14001), Occupational Health and Safety System (OSHAS – 18001) and Quality Management System (QMS – 9001).
- 38) The Service Provider shall be responsible for proper vaccination of the deployed staff. The waste management staff shall be tagged as high-risk group and screening for Hepatitis B, C and HIV/AIDS must be done. The staff tests facility will be provided by the respective healthcare facility free of charge.
- 39) The Service Provider shall operate and maintain following;
- i. Already installed Trackers in all the 37 vehicles
 - ii. 179 Yellow Trolleys
 - iii. 154 Digital Printing & Barcode Weighing Scale
 - iv. 154 Portable Thermal Sealer Machines
 - v. 23 Barcode Reading/Scanning Machine
 - vi. 29 laptops
 - vii. 23 internet devices
 - viii. Web portal (cloud based / Server Based) for the monitoring and evaluation of daily collection and disposal of waste bags
 - ix. Vehicle Tracking Software.
- 40) The service provider shall hire environmental experts and all the activities should be carried out under the strict supervision.
- 41) The environmental experts will visit each site once in every 30 days and monitor the whole process of collection till incineration. In case of any disparity corrective measures would be taken immediately. All the operational activities will be monitored and reported.
- 42) Both the service provider and procuring agency shall identify their focal persons for all kind of correspondence regarding the operations of infectious waste management services. All the communication between the service provider and procuring agency shall be made in accordance with the mutually decided mechanism.\

- 43) The service shall be considered as essential services (policy decision) and cannot be allowed to be ceased / suspended in any case without the consent of the procuring agency. The service provider shall submit an affidavit on PKR 100 Notarized stamp paper that the firm shall not cease / suspend any of the operations in any case without approval of procuring agency. If the services are terminated due to poor performance of the service provider or due to termination of services by the service provider at its own the procuring agency reserve the rights to get these services from any other firm/company at the risk and cost of the service provider.
- 44) The service provider will ensure the functionality of the HWMIS Dashboard round the clock and will also be responsible for its development and changes required by end user from time to time.

RESPONSIBILITIES OF PROCURING AGENCY

- 1) The procuring agency shall ensure the provision of following equipment for the deployment of operations.
 - a. Color coded waste bins.
 - b. Sharp containers and needle cutters.
- 2) The Procuring Agency shall inspect/monitor any facility & Provincial Management Office of the service provide at any time and incase of any negligence found on the service providers part the procuring agency will direct the Service Provider to take necessary action(s) as per requirements. In case of major/minor non-conformities of approved SOPs, the Procuring Agency will strictly ensure the compliance of SOP, otherwise, appropriate action will be taken against the Service Provider that leads to the termination of the contract of identified worker and imposition of Fines on the service provider.
- 3) The procuring agency shall be responsible for the placement of yellow registers at each nursing counter / station and to be maintained by the respective healthcare facility staff.
- 4) Non-infectious waste / any other kind of waste will be the responsibility of respective hospital.
- 5) The procuring agency shall direct each healthcare facility to enroll the deployed HR of the service provider in biometric machines and verify the biometric attendance at the end of each month.
- 6) Healthcare facility shall provide the infrastructural support to the Service Provider i.e. Office for the District Manager & Supervisor along with furniture (table, chairs and cupboards etc.) and changing room (having shelves / racks) for waste management staff to conduct the operations in the hospitals.
- 7) The respective hospital administration of the incinerator site shall facilitate to evacuate the ash pits.
- 8) The Procuring Agency/hospital administration shall provide the hospital waste management plan with the indication of waste collection points, identifying the Waste management officer and team along with their responsibilities at each healthcare facility for smooth execution.

- 9) In case of extension of work in RHCs and BHUs, the Procuring Agency shall define terms of reference in accordance with the Hospital Waste Management Rules 2014 and in consideration of already defined scope of work.

DELIVERABLES

Monthly billing of service provider shall be processed after the verification & attestation of following deliverables by the MSs/DMSs & CEOs/DHOs of healthcare facilities and districts:

- 1) Monthly Infectious Waste Generation Report from HWMI Software.
- 2) Monthly yellow vehicle travelling report from live tracking software.
- 3) Monthly HR attendance Report.
- 4) Detail of consumable consumption during the month.
- 5) Salary certificate as per Labor Law.
- 6) Monthly LPG consumption report (in case of its usage).

SECTION V. SPECIFICATIONS AND REQUIREMENTS

SPECIFICATIONS

Sr. #	Description	Appendices
1.	Equipment Specifications	<i>Appendix-B</i>

PART II –

CONDITIONS OF CONTRACT AND FORMS

DRAFT CONTRACT

**PROCUREMENT OF INFECTIOUS
WASTE MANAGEMENT
SERVICES**

Preface

1. The standard Contract form consists of four parts: (i) The Form of Contract to be executed by the Procuring Agency, Hospital(s) and the Service Provider; (ii) the General Conditions of Contract (GCC); (iii) the Special Conditions of Contract (SCC); and (iv) the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.
3. Full requirements, terms and conditions of the Contract will be agreed during clarification of the technical response of the Service Provider(s). The form and content of the negotiated Contract are expected to conform closely to the draft Contract as included in these Bid Documents/BIDDING DOCUMENT. The Service Provider will be expected to address all of the aspects of the General Conditions of Contract in their submissions.

Letter of Acceptance

[letterhead paper of the Procuring Agency]

[date]

To: *[name and address of the Service Provider]*

This is to notify you that your Bid/ Proposal dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Amount of *[in numbers and words]*, as corrected and modified in accordance with the Instructions to Service Providers is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

This service CONTRACT “**HOSPITAL WASTE DISPOSAL/MANAGEMENT SERVICES FOR PROVINCIAL HEPATITIS PREVENTION & INFECTION CONTROL PROGRAM**” (hereinafter called the “Contract”) is made at

Between

Director General Health Services, Government of the Punjab, Primary & Secondary Healthcare Department (hereinafter called the “first Party) which expression shall include successors, legal representatives and permitted assigns) of the first party

and

(herein called the “Second party”) which will be jointly and severally liable to the first party for all obligations under this Contract. This Service Includes scope of services/ Terms of Reference, General Conditions of Contract, Special Conditions of Contract, and appendices.

- A. Scope of Services
- B. Dispute Resolution Procedure
- C. General Conditions of Contract
- D. Special Conditions of Contract
- E. BOQ/ Price Schedule
- F. Joint Venture Agreement (if any)
- G. List of Healthcare facilities under the Scope of Services
- H. Notification of Award
- I. Performance Guarantee
- J. List of Vehicles
- K. Service Operating Procedures.

WHEREAS;

- (a) the first party has requested the Second Party to provide certain services as defined in the contract (hereinafter called the “HOSPITAL WASTE DISPOSAL/MANAGEMENT SERVICES FOR PROVINCIAL HEPATITIS PREVENTION & INFECTION CONTROL PROGRAM”);

- (b) the Second Party, having represented to the first Party that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

Article 1: Scope of the Services

1.1 The SECOND PARTY shall perform the Services for Hospital Waste Disposal/Management Services For Provincial Hepatitis Prevention & Infection Control Program as per Scope of Services as mentioned in the tender documents, BOQ/Price Schedule and List of healthcare facilities under the Scope of Services.

Article 2: Obligations of the SECOND PARTY

2.2 The SECOND PARTY shall (a) perform the Services using professional skills and care in accordance with applicable quality standards; and (b) undertake all necessary steps to carry out and administer the Services.

2.3 The Second Party shall start its services within 30 days.

Article 3: Mechanism

3.1 The SECOND PARTY shall perform the Services independently at all the sites mentioned in the contract under the direct administrative control of the Department or its Nominated Office for central monitoring, management and billing.

Article 4: Duration of the Contract

4.1 The Contract shall commence from the date of signature by the Parties and shall last till completion of the Services as mentioned in **SCC**.

Article 5: Consideration Amount

5.1 The Infection Control Program of Primary & Secondary Healthcare Department, Government of the Punjab, shall make payment to the SECOND PARTY as per amounts mentioned in the BOQ/Price Schedule under the Contract (hereinafter referred to as the “**Consideration Amount**”).

5.2 The FIRST PARTY hereby undertakes to pay the Consideration Amount to the SECOND PARTY after verification by the respective healthcare facility's Medical Superintendent/its nominee, respective district's CEO/DHO health and by the management of Infection Control Program.

Article 6: Mode of Payment

6.1 The Consideration Amount shall be paid by Cheque in PKR on receipt of Invoice from the SECOND PARTY.

6.2 The Consideration Amount shall be settled and paid within 30 days from receipt of the Invoice by First Party.

6.3 The First Party shall pay an annual 10% increase against the consumables and services mentioned in BOQ/ Price Schedule. The incremental factor shall also be 10%.

6.4 The mobilization advance of the consideration amount (for the purpose of this clause calculate on the basis of Per Month HR cost, Management Cost, Consumables Cost, POL, other service cost and LPG against a Bank Guarantee of equal amount. However, this amount shall be used for adjustments, in case of non –payment by the Department in any given months during subsistence of this Contract. The mobilization advance shall mutually be decided between first party and second party at the time of signing of contract.

Article 7: Additional Services

7.1 The FIRST PARTY may ask the SECOND PARTY to perform additional services during the currency of the Contract or as an extension to the Contract. Such additional services shall be performed with the prior concurrence of the Parties. The SECOND PARTY shall submit an estimate of the additional inputs and the additional remuneration for such additional services, which shall be mutually rationalized and approved in writing by the Parties before the commencement of the additional services as and when required.

Article 8: Confidentiality

8.1 Except as otherwise permitted in the Contract, neither the SECOND PARTY nor the FIRST PARTY may disclose the contents of the Contract or any information provided by or on behalf of the other Party that ought reasonably to be treated as confidential and/ or proprietary to any third party. Either Party may, however, disclose such information to the extent that it (a) is public information; (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information; (c) was known to the recipient at the time of disclosure or is thereafter created independently; (d) is disclosed as necessary to enforce the recipient's rights under the Contract; and (e) is required to be disclosed under applicable law of the land.

Article 9: Key Team

9.1 The Second Party at each facility shall deploy the personnel defined in BOQ/Price Schedule.

9.2 If for unforeseen reasons, it is necessary to change the composition of the team, increase or decrease in the strength of human resource, the Second Party shall advise the First Party as soon as possible, and submit a recommendation/Report according to the new requirement, the first party shall review and approve as per requirement. The obligation on the Second Party to ensure compliance with applicable labor laws in respect of such employees

Article 10: First Party Responsibilities:

10.1 The First Party shall assign a Team to oversee the Services performed by the Contractor for liaison and reviewing monthly reports etc. submitted by the Contractor and quality assurance/performance evaluation.

10.2 The First Party may provide or may cause others to provide to the Contractor promptly the available information and assistance.

Article 11: Second Party Reports:

11.1 Any information, advice, recommendations or other content of any reports, presentations or other communications provided by the SECOND PARTY under the Contract (hereinafter referred to as the "Reports") other than FIRST PARTY's Information, are for the FIRST PARTY's use consistent with the purpose/scope of the Services.

11.2 The FIRST PARTY may disclose to anyone the Reports or any portion thereof solely to the extent that it relates to the tax matters including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate (hereinafter referred to as the "Tax Advice").

Article 12: Limitations

12.1 The FIRST PARTY will recover from the SECOND PARTY any amount with respect to loss, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of the Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

12.2 The FIRST PARTY shall make any claim relating to the Services or otherwise under the Contract no later than Six Months (06) months of the act or omission alleged to have caused the claim.

Article 13: Intellectual Property Rights

13.1 The SECOND PARTY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (hereinafter referred to as the “**Materials**”) in performing the Services. Notwithstanding the delivery of any Report, the SECOND PARTY shall retain all intellectual property rights in the Materials, but not FIRST PARTY’s Information reflected in them. Equipment, vehicles and materials made available to the Contractor by the Procuring Agency, or purchased by the SECOND PARTY wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly.

Article 14: Force Majeure

14.1 The Parties shall not be liable for breach of terms of the Contract caused by circumstances beyond the reasonable control of the Parties.

Article 15: Term and Termination

15.1 The Contract applies to the Services under the Contract, if or whenever performed before the date of the Contract.

15.2 Either of the Parties may terminate the Contract or any particular Services as indicated in clause 12 of General Conditions of the Contract.

15.3 In case of termination and/or expiry the Second Party shall vacate the hospitals and hand over the good provided by the first party to respective health facility or the nominee of P&SHC Department.

Article 16: Governing Law and Dispute Resolution

16.1 The Contract matter or obligation arising out of the Contract or the Services shall be governed by and construed in accordance with the laws of, Pakistan.

16.2 Any dispute relating to the Contract or the Services shall be resolved as set forth in

For and on behalf of the First Party

For and on behalf of the Contractor /Firm

Witnesses:

Witnesses:

1-

1-

2-

2-

ANNEXURE-B

Dispute Resolution Procedure

In the event of any controversy or claim or dispute arising out of or relating to the Contract or the Statement of Works or a breach thereof, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the Parties. If the Parties fail to settle the controversy or claim at the expiration of thirty days from the date of its occurrence, the matter/dispute shall be exclusively and finally settled by arbitration under the provisions of the Arbitration Act, 1940. The place of arbitration will be Lahore, unless the Parties otherwise agree. The arbitral panel shall be composed of three arbitrators, one to be selected by the FIRST PARTY, one to be selected by the SECOND PARTY and the third (who shall act as the chairman of the panel) to be selected by the two previously selected arbitrators. Once the arbitral panel has been composed, the arbitrators shall act as neutrals and not as party arbitrators, and no party shall engage in any ex parte communication with any member of the arbitral panel. The arbitral panel shall determine the rights and obligations of the Parties in accordance with the substantive laws of Pakistan and without regard to conflict of laws principles thereof. Except as agreed by the Parties, the arbitral panel shall have no power to alter or modify any terms or provisions of this Contract, or to render any award that, by its terms or effects, would alter or modify any term or provision of this Contract. The Parties shall be entitled to reasonable production of relevant, non-privileged documents, carried out expeditiously. If the Parties are unable to agree upon the same, the arbitral panel shall have the power, upon application of any Party, to make all appropriate orders for production of documents by any Party. At the request of any Party, the arbitral panel shall have the discretion to order the examination by deposition of any witness to the extent the arbitral tribunal deems such examination appropriate or necessary. Each Party shall bear its own attorney fee, expenses, and costs. Any award of monetary damages shall be in writing and state the reasons upon which it is based. The award shall be final and binding on the Parties.

The Parties agree that:

- (a) all arbitration proceedings will take place in the jurisdiction of the province of Punjab, Pakistan;
- (b) except as may be required by law, neither a Party nor its representatives may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all Parties.
- (c) the language of the arbitration shall be English;
- (d) it is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 days from the date the Arbitral panel is appointed. The Arbitral Tribunal may extend this time limit in the interests of justice.
- (e) the decision of such arbitration to award or awards made by such Arbitrator(s) and Umpire shall be final and binding upon the parties hereto without appeal to any court or other party(s)
- (f) pending the decision or award, the Parties shall continue to perform their obligations pursuant to the Contract or Statement of Work.
- (g) the Arbitral panel will sit on the request of either party.
- (h) the Panel will also decide the liabilities of the parties whether financial or any other.
- (i) it will also ensure that the legal payments shall be paid timely.

ANNEXURE – C
GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

- 1. Definitions** 1.1. Unless the context otherwise requires, the following terms whenever used in this Services contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Procuring Agency’s country, as they may be issued and in force from time to time.
 - (b) “Procuring Agency” means **Directorate General Health Services of Primary & Secondary Healthcare Department** agency that signs the Services contract for the Services with the Contractor.
 - (c) “Services contract” means the legally binding written agreement signed between the Procuring Agency and the Contractor and which includes all the attached documents of the Form of Services contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (d) “Day” means a working day unless indicated otherwise.
 - (e) “Effective Date” means the date on which this Services contract will be signed.
 - (f) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Contractor to perform the Services or any part thereof under the Services contract.
 - (g) “GCC” means these General Conditions of Services contract.
 - (h) “Government” means the government of the Procuring Agency’s country.
 - (i) “Key Expert(s)” means an individual professional (s) whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Services contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Third party/ firm’s proposal.
 - (j) “Local Currency” means the currency of the Procuring Agency’s country.
 - (k) “Non-Key Expert(s)” means an individual professional (s) provided by the Contractor.
 - (l) “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them.
 - (m) “SCC” means the Special Conditions of Services contract by which the GCC may be amended or supplemented but not over-written.
 - (n) “Services” means the work to be performed by the Contractor pursuant to this Services contract, as described in Appendix hereto.
- 2. Law Governing Services contract** 2.1. This Services contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 3. Language** 3.1. This Services contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Services contract.
- 4. Communications** 4.1. Any communication required or permitted to be given or made pursuant to this Services contract shall be in writing in the language specified. Any such

notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address.

4.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified.

5. **Location**

5.1. The Services shall be performed at such locations as are specified in TORs.

6. **Authorized Representatives**

6.2. Any action required or permitted to be taken, and any document required or permitted to be executed under this Services contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified by the department.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF SERVICES CONTRACT

7. **Commencement of Services**

7.1 The Contractor shall commence the Services after 30 Days signing of the services contract and build gradually for complete scope of work.

8. **Expiration of Services contract**

8.1 Unless terminated earlier, this Services contract shall expire at the end of time period mentioned in the Scope of Services.

9. **Entire Agreement**

9.1 This Services Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

10. **Force Majeure**

a. **Definition**

10.2. For the purposes of this Services contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

10.3. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Third party/ firm or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Services contract, and avoid or overcome in the carrying out of its obligations hereunder.

10.4. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. **No Breach of Services contract**

10.5. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Services contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Services contract.

c. **Measures to be Taken**

10.6. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Services contract as far as is reasonably practical,

and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

10.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

10.8. Any period within which a Party shall, pursuant to this Services contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

10.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Procuring Agency, shall:

- (b) Continue with the Services to the extent reasonably possible, in which case the Contractor shall continue to be paid under the terms of this Services contract.

10.10. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled accordingly.

11. Suspension

11.2. The Procuring Agency may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Services contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Contractor of such notice of suspension.

12. Termination

12.1. This Services contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Agency

12.2. The Procuring Agency may terminate this Services contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice

- (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
- (b) If the Contractor becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

- (e) If the Contractor fails to employ the personnel as specified in article 10 of the Contract.
- b. By the Contractor**

12.4. The Contractor may terminate this Services contract, by not less than sixty (60) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

 - (a) If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Services contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration within Sixty (60) days.
 - (d) If the Procuring Agency is in material breach of its obligations pursuant to this Services contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor notice specifying such breach.
- c. Cessation of Rights and Obligations**

12.5. Upon termination of this Services contract or upon expiration of this Services contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth, (iii) the Contractor obligation to maintain their accounts and records set forth, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**

12.6. Upon termination of this Services contract by notice of either Party to the other, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Procuring Agency, the Contractor shall proceed as provided, respectively.
- e. Payment upon Termination**

12.7. Upon termination of this Services contract, the Procuring Agency shall make the following payments to the Contractor:

 - (a) payment for Services satisfactorily performed after evaluating all performance measurement indicators prior to the effective date of termination;

C. OBLIGATIONS OF THE CONTRACTOR

13. General:

- | | |
|---|---|
| <p>a. Standard of Performance</p> | <p>13.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Services contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.</p> <p>13.2. The Contractor shall employ and provide such qualified and experienced Experts as are required to carry out the Services.</p> |
| <p>b. Law Applicable to Services</p> | <p>13.3. The Contractor shall perform the Services in accordance with the Services contract and the Applicable Law and shall take all practicable steps to ensure that all of its Experts, comply with the Applicable Law which is Punjab Pakistan's Law.</p> <p>13.4 The contractor shall be responsible to fulfill all the financial requirements of Human resource in terms of bonuses, increments and all other compensation factors of human resource management within the approved cost of HR. It is the responsibility of contractor to fulfill all needs related to HR within the agreed money, no additional amount in that reference will be paid in day to day business. However, the Procuring Agency shall only pay the annual increment of 10% against contract price related to the all kind of services including HR, Vehicle operations, and consumables.</p> |
| <p>14. Conflict of Interests</p> | <p>14.1. The Contractor shall hold the Procuring Agency's interests' paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> |
| <p>15. Confidentiality</p> | <p>15.1. Except with the prior written consent of the Procuring Agency, the Contractor and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> |
| <p>16. Inspection and Auditing</p> | <p>16.1. The Contractor shall keep, and shall make all reasonable efforts to keep, accurate and systematic records in respect of the Services and in such form and details.</p> |
| <p>17. Reporting Obligations</p> | <p>17.1. The Contractor shall submit to the Procuring Agency the reports and documents regularly which will also keep track the activities in right directions as per requirements.</p> |
| <p>18. Proprietary Rights of the Procuring Agency in Reports and Records</p> | <p>18.1. All reports and relevant data and information, database, other documents, supporting records or material compiled or prepared by the Contractor for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Contractor shall, not later than upon termination or expiration of</p> |

this Services contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof.

19. Equipment, Vehicles and Materials

19.1. Equipment, vehicles and materials made available to the Contractor by the Procuring Agency, or purchased by the Contractor wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Services contract, the Contractor shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose off such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. The repair, maintenance & operations services of such equipment etc. will be the responsibility of the Contractor.

19.2. Any equipment or materials brought by the Contractor or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Contractor or the Experts concerned, as applicable.

D. CONTRACTOR'S EXPERTS

20. Replacement of Key Experts

20.1. Procuring Agency may agree in substituting the deployed staff.

20.2 Notwithstanding the above, the substitution of deployed team during Services contract execution may be considered only based on the Contractor's written request and due to circumstances outside the reasonable control of the Contractor's, including but not limited to death or medical incapacity. In such case, the Contractor's shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

21. Removal of Experts

21.1. If the Procuring Agency finds that any of the deployed staff has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that Contractor's staff have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Contractor shall, at the Procuring Agency's written request, provide a replacement.

21.2. In the event that any of staff is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Contractor to provide a replacement.

21.3. Any replacement of the removed staff shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

21.4. The Contractor shall bear all costs arising out of or incidental to any removal and/or replacement of such staff.

E. OBLIGATIONS OF THE PROCURING AGENCY

22. Assistance and Exemptions

22.1. The Procuring Agency shall use its best efforts to:

- (a) Assist the Contractor in getting work permissions for the health facilities and such other documents as shall be necessary to enable the Contractor to perform the Services.
 - (b) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - (e) First Party is obliged to provide its reasonable assistance as may necessary in execution of services.
- 23. Access to Health Facilities**

23.1. The Procuring Agency warrants that the Contractor shall have, free of charge, unimpeded access to the health facilities in respect of which access is required for the performance of the Services.

23.2 The procuring Agency / Hepatitis/ Infection Control Program shall ensure the availability of office for the District Manager / Coordinator, Computer operator and other related staff along with the office furniture.

23.2 The Procuring Agency / Hepatitis / Infection Control Program shall ensure the availability of Store Room attached to the office for the storage of waste bags, equipment and other consumables.
- 24. Change in the Applicable Law Related to Taxes and Duties**

24.1. If, after the date of this Services contract, there is any change in the applicable law in the country with respect to taxes and duties which decreases or increase the cost shall be addressed accordingly by the procuring agency.

F. PAYMENTS TO THE CONTRACTOR

- 25. Services contract Price**

25.1. The contract price for the services is as per BOQ/Price Schedule. The Government will pay an annual increase as mutually decided of the contracted amount, as per BOQ/Price Schedule covering services cost.

25.2. Any change to the Services contract price can be made only if the Parties have agreed to the revised scope of Services and have amended in writing the Terms of Reference.
- 26. Taxes and Duties**

26.1. The Prices mentioned in this contract are inclusive of all kind of taxes. The Contractor is responsible for meeting all duties, tax liabilities arising out of the services contract with present rates.
- 27. Currency of Payment**

27.1. Any payment under this Services contract shall be made in PKR.
- 28. Mode of Billing and Payment**

28.1. The total payments under this Services contract related to the services portion shall be paid within 30 days of invoice submission by the contractor, the contractor is supposed to submit the bill in the first week of every month for onward processing and issuance.

28.2. The invoice submitted against the services will be processed according to the Clause 28.1.

28.3 The payment against the goods will be made on the successful supply and inspection of received goods at the P&SHC Department / Hepatitis/

Infection Control Program Store or at the hired or government declared store for this consignment/Project.

28.4 The payment against the Goods/Consumables is permitted for partial delivery and partial payment.

28.5 The payment against management cost defined in the BOQ/Price Schedule to contractor will be payable from the date of signing of contract.

29. Supply Chain / Delivery

29.1 The goods as per BOQ/Price Schedule will be delivered at the Hepatitis/ Infection Control Program Store or at the hired or government declared store for this consignment/Project by the contractor.

29.2 The consumables for one year shall be supplied in two lots biannually; the bill will be cleared against each lot.

29.2 After the successful inspection of goods, the Program will take the goods on its indent being the government property. Thereafter, goods will be handed over to the contractor for onward transportation and deployment at all the defined health facilities. The contractor shall be responsible for its safe transportation and deployment at all the health facilities. In case of any damage during this process, procuring agency shall not be responsible for such loss.

29.3 The Procuring Agency shall issue Purchase Order as per the requirement of consumables i.e. PPEs, uniforms, barcode labels, waste bags, cable ties etc. as per actual requirement annually.

29.4 The contractor shall be responsible to ensure the availability of waste bags/Consumables (tags, cable ties, washing detergents) after initiation of the project at all the times. In case of requirement of any other goods available in the already finalized BOQ, the demand will be discussed by the both parties and will proceed accordingly for its procurement.

29.4 In case of any new requirement, the demand will be discussed by both the procuring agency and contractor and will proceed as per article-7 under this contract.

G. FAIRNESS AND GOOD FAITH

30. Good Faith

29.1. The Parties undertake to act in good faith with respect to each other's rights under this Services contract and to adopt all reasonable measures to ensure the realization of the objectives of this Services contract.

H. SETTLEMENT OF DISPUTES

31. **Amicable Settlement**
- 30.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 30.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. If the Parties fail to settle the controversy or claim at the expiration of thirty days from the date of its occurrence, the matter will be referred to a Sole Arbitrator to be appointed by the Parties with mutual consent within fifteen days from the date of receipt of a notice of arbitration served by any Party hereto.
32. **Dispute Resolution**
- 31.1. Any dispute between the Parties arising under or related to this Services contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration as per Dispute Resolution Procedure of the Contract.

ANNEX - D SPECIAL CONDITIONS OF CONTRACT

Special Conditions of the Contract will be formulated by mutual understandings between Third Party and Procuring Agency.

Time Period of Contract:	The initial time period of the contract shall be for three years, which is further extendable for one-year subject to satisfactory performance of service provider.
Contract price	<p>The Contract price against per Month HR, Management/Running Heads Cost for HWM Operations is Rs. _____</p> <p>The contract price against the supply of goods and equipment is Rs. _____</p> <p>The amount against the running/Operational expense of POLs of vehicles will be paid as per actual.</p>
The payment schedule	The amount will be paid as per GCC Clause 25, 26, 27 & 28 of this contract.
Documents' ownership	Complete submitted documents, Monthly Report will be the property of the Procuring Agency.
Mobilization Advance	The advance for the rendering of services shall be paid by the Procuring Agency to the service provider with mutual consent at the time of signing of contract.

7- PENALTIES

7.1 Daily Monitoring: The Second Party's performance will be monitored on daily basis by the respective healthcare facility MS / its nominee and through central monitoring infrastructure of Infection Control Program.

The fine imposing mechanism against each non conformity has been outlined in Table 1 which as follows:

Table 1				
	Activities	Fine Imposing Mechanism		
		First Time Occurrence	Second Time Occurrence within Same Month	Third Time Occurrence within Same Month
High Risk Activity	Non-Collection of Segregated Waste from source / ward with 24 hours	Fine of Rs. 5000 along with Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 10,000	Double the Fine, Rs. 20,000

	Poor Waste Bag Sealing / Cable Tying	Fine of Rs. 5000 along with Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 10,000	Double the Fine, Rs. 20,000
	Mismatching of weight of waste from the ward till the incinerator.	Fine of Rs. 5000 along with Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 10,000	Double the Fine, Rs. 20,000
	Deviation of yellow vehicle from its route.	Fine of Rs. 5000 along with Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 10,000	Double the Fine, Rs. 20,000
	Non collection of waste from wards as per defined SOPs	Fine of Rs. 5000 along with Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 10,000	Double the Fine, Rs. 20,000
	Non-compliance of PPEs	Fine of Rs. 5000 along with Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 10,000	Double the Fine, Rs. 20,000
	Violation of any clause of the TORs	Fine of Rs. 5000 along with Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 10,000	Double the Fine, Rs. 20,000
	Non deployment of required number of waste collectors at the health facility	Fine of Rs. 5000 along with Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 10,000	Double the Fine, Rs. 20,000
Medium Risk Activity	Down time for HWM Portal continuously for 24 hours.	Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 5,000	Double the Fine, Rs. 10,000

	Down time for Vehicle Tracking Portal continuously for 24 hours.	Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 5,000	Double the Fine, Rs. 10,000
	Non cleanliness of Yellow Vehicle at the end of day after completion of daily transportation.	Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 5,000	Double the Fine, Rs. 10,000
	Non cleanliness of Yellow Trolley at the end of each shift.	Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 5,000	Double the Fine, Rs. 10,000
	Not transportation of the waste from yellow room within 72 hours	Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 5,000	Double the Fine, Rs. 10,000
	Non Incineration of transported waste within 24 hours.	Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 5,000	Double the Fine, Rs. 10,000
	Non-deashing of the incinerator before the start of next day cycle.	Written Warning Issued by Infection Control Program to the Service Provider	Imposing of Fine of Rs. 5,000	Double the Fine, Rs. 10,000





NOTE:




1. If the firm has been given 03 warnings during same months, then on the 04th time show cause notice will be issued to the firm leading to the termination of the contract / blacklisting.
2. If the firm found guilty of Theft / Pilferage of the waste or its disposal other than incineration the show cause notice will be issued to the form leading to the termination of the contract / blacklisting.

APPENDIX B – EQUIPMENT SPECIFICATIONS

1	DIGITAL PRINTING AND BARCODE WEIGHING SCALE
	<p>General</p> <ul style="list-style-type: none"> • Scale Orientation: Bench Type • Maximum Loading Capacity: 30 kg • Scale Calibration/Adjustment: Yes • Error Codes Display: Yes • Loading Tray: Stainless Steel • Body: Plastic • Levelling: Circular Spirit Level, 4-Level Adjusting Screws <p>Thermal Printer</p> <ul style="list-style-type: none"> • Printing Head Length: 60 mm • Print Roll Capacity: 500 - 800 Labels • Label Size: W40 x L60 mm • Price Look Up (PLU): 5000 min • Print Formats: User-Configurable, Default • Bar Code Printing: EAN13, EAN8, UPC-A, UPC-E, EAN-128, EAN-128C, Code-128, Code-128C, ITF25, PDF417, QR, Code39-Std, Code39-Ext, Code93 <p>Display Panel</p> <ul style="list-style-type: none"> • Customer Window: 4-windows Display Panel (Tare, Weight/Pcs, Change/Unit Price, Total Price) • Salesman Window: 5-windows Display Panel (4-windows + 160 x 32 dot matrix LCD display) • 5th window: Time, Date, additional message, Accumulation Record in Idle Mode, PLU's Name in PLU mode <p>Keyboard</p> <ul style="list-style-type: none"> • Membrane type keys with protective transparent plastic lamination • Alphanumeric keys, Print, Re-Print, PLU, Sale, Feed, Tare, Enter, Program Keys, Special Function keys • Different keys arranged and color-coded as per category <p>Specification</p> <ul style="list-style-type: none"> • Power supply: AC200V - 240V, 47 - 53Hz • Operation Temperature: 0°C - 40°C • Conservation temperature: -20°C - 70°C • Operation humidity: 15% - 85%RH • Capacity: 30 kg

	<ul style="list-style-type: none"> Resolution: 3000 Division: 10 g (0.01 kg) Accuracy: III <p>Communication</p> <ul style="list-style-type: none"> PC Communication: RS232, USB disk, Ethernet <p>Configuration</p> <ul style="list-style-type: none"> Configuration Program: CD provided with the Scale, Windows 10 based Download/Upload: RS-232, Ethernet, USB Disk <p>(Imported)</p>
2	PORTABLE THERMAL SEALING MACHINE
	<ul style="list-style-type: none"> Type: Thermal Impulse Sealer Preheat Time: No preheating time, instant operation Operation Initiation: Limit switch operated by movable arm Impulse Power: 500 - 600 Watt Supply: 220 VAC, 50 Hz Heat Time: 1 – 9 Sec Sealing Length: 400mm (16 inch) Sealing Width: 2 mm Max Sealing Thickness: 0.254 mm Construction: Die Cast Aluminum <p>(Imported)</p>
3	WASTE COLLECTION CENTRAL TROLLEY
	<p>General Description</p> <p>A hand driven trolley built for collection of infectious waste from the hospital wards and transport it to the yellow room.</p> <p>The trolley is equipped with a:</p> <ul style="list-style-type: none"> Thermal Sealer (for sealing the filled infectious waste bags), Barcode Printing Weighing Scale (for weighing the sealed waste bags, printing a barcode label for pasting on waste bags) and Storage Shelf for carrying new waste bags to the collection points <p>Trolley Construction</p> <ul style="list-style-type: none"> Material of Construction: Mild Steel (MS) sheet supported on angle iron Size of Trolley Body: W2 x L4 x H2.5 ft Grab Handles: Two, one on either ends for driving in either direction <p>Equipment Cabinet</p> <ul style="list-style-type: none"> Location: At one end of the trolley Purpose: Installation of Thermal Sealer, Barcode Printing Weighing Scale and a plain shelf for storage of New

	<p>Waste Bags.</p> <ul style="list-style-type: none"> • Cabinet Door: Double Leaf with Magnetic Catchers, two doors handles and a Lockable Door Latch. • Shelves' Heights: To suit the respective equipment • Movable Shelf: For Barcode Printing Weighing Scale with slide rails for easy in/out movement of Scale. • Waste Bin for Waste Bags: Top loading Waste with lockable double leaf door, door handles, and a Lockable Door Latch • Trolley Wheels: 4 Castor Wheels (2 with and 2 without brakes), Each with two ball bearings and a Swivel Bracket • Wheel Bracket & Hub: Galvanized Iron • Loading Capacity of each wheel: 200 kg Min. <p>Trolley Finish</p> <ul style="list-style-type: none"> • Smooth surface painted with Lemon Yellow Powder Coat Paint • Rust thoroughly removed before painting • Flex Sign pasted with Infectious Waste Logo and Image <p>(Local)</p>	
4	PERSONNEL PROTECTIVE EQUIP. INCLUDES SAFETY SHOES, HELMETS, GLOVES ETC	
	<p><u>Safety Shoes</u> (for Waste Collectors, Handlers & Helpers)</p> <ul style="list-style-type: none"> • Ankle-high Shoes • Upper Option: Yellow, Rexene/Synthetic Leather • Sole: Black, Rubber/PVC, Anti-Slip • Steel Toe: Not Required • Lining: Breathable Mesh, Non-Rubbing • Eyelets: Non-Corrosive Metallic • Laces: Yellow, Woven Polyester or Polyamide <p><u>Safety Gloves</u> (for Waste Collectors, Handlers & Helpers)</p> <ul style="list-style-type: none"> • Material: White Woven Cotton • Yellow PVC Coated: On Palm and Back Sides, Wrist Uncoated • Wrist Area: Woven Cotton with Elastic • Washable: Yes • Disposable: No <p><u>Cap</u> (for Waste Collectors & Helpers)</p> <ul style="list-style-type: none"> • Baseball Cap: Yellow Color • Material: Cotton • Peak: Nylon Reinforced • Logo: Yes • Washable: Yes <p><u>Safety Helmet</u> (for Waste Handlers only)</p> <ul style="list-style-type: none"> • Safety Helmet Color: Yellow 	   

	<ul style="list-style-type: none"> • Material: HDPE • Harness: Nylon • Headband: Adjustable Strip Ratchet • Sweatband: Sponge foam • Logo Required: Yes <p><u>Safety Goggles (for Waste Collectors, Handlers & Helpers)</u></p> <ul style="list-style-type: none"> • Safety Goggles • Lens: Polycarbonate • Frame: Black Nylon • Arm Length: Adjustable • Anti-Fog: No <p><u>Mask (for Waste Collectors, Helpers)</u></p> <ul style="list-style-type: none"> • Surgical Face Mask • Material: Non-woven • Protection: 3-Layer • Nose Wire: Plastic • Ear-loops: Yes • Color: Green • Disposable: Yes <p><u>Mask (for Waste Handlers)</u></p> <ul style="list-style-type: none"> • Dust Respirator Mask • Elastic fixing • White color • Non-woven • Disposable: Yes <p>(Local / Imported)</p>	  
5	UNIFORM FOR STAFF (RELIEVERS + WASTE MANAGEMENT STAFF+ OPERATIONAL STAFF)	
	<p>Waste Collector, Waste Handler & Vehicle Helper Uniform</p> <ul style="list-style-type: none"> • Uniform: Shirt & Trousers • Material: Cotton • Color: Yellow • Front Pockets: Carry Logo • Fluorescent Stripes: 2 Red Fluorescent Strips in the Vertical Mid of the Shirt • Shirt Rear: Contractor's Company Name/Logo <p>Driver Uniform</p> <ul style="list-style-type: none"> • Uniform: Shirt & Trousers • Material: Cotton 	

	<ul style="list-style-type: none"> • Color: Khaki • Front Pockets: Carry Logo • Shirt Rear: Service Provider's Company Name/Logo (Local)
6	BAR CODE READING / SCANNING MACHINE
	Operational <ul style="list-style-type: none"> • Light Source Visible Red LED • Visual Indicators Yes • Host System Interface USB Scan Performance <ul style="list-style-type: none"> • Scan Pattern Area Image (1280 x 512 pixel array) • Motion Tolerance 47 cm/s (18 in/s) for 13 mil UPC at optimal focus • Scan Angle Horizontal: 50°; Vertical: 20° • Decode Capability Reads standard 1D and 2D (Imported)
7	LAPTOP
	General <ul style="list-style-type: none"> • Display: 12" or more • Storage: 500 GB HDD • Processor: Intel Core i7 • RAM: 4 GB DDR4 • Graphic Processor Intel HD 620 • Processor Intel Core i7-7500U • Capacity 8 GB Peripherals <ul style="list-style-type: none"> • Optical Drive DVD R/W Writer • Keyboard Standard Notebook Keyboard General Information <ul style="list-style-type: none"> • Operating System Type 64-bit • Operating System Windows 10 Ports <ul style="list-style-type: none"> • Headphone Jack Yes • Microphone Jack Yes • USB 2.0 Slots Minimum 2 (Imported)
8	WEB PORTAL SOFTWARE FOR HOSPITAL INFECTIOUS WASTE MANAGEMENT & OPERATION MONITORING
	General

	<p>A web-based application software for Hospital Infectious Waste Management, Operation & Monitoring to keep record of all the waste bags collected and incinerated from all the healthcare/hospital sites.</p> <p>The software should have following features:</p> <p>Live Monitoring</p> <ul style="list-style-type: none"> • Waste bag scanning and de-scanning record (collection & incineration) • Live summary of each site waste collection • The detail of each single bag, Name of waste management and operational staff, weight of bag with time of each collection/incineration of bag • Backlog; yet to be disposed, and lying in-stock <p>Reports</p> <p>The software should have following reports provision:</p> <ul style="list-style-type: none"> • Daily, weekly, monthly, quarterly and annual reports for the waste collected and incinerated. <p>Dash Board</p> <ul style="list-style-type: none"> • The dashboard of a graphical representation of the waste collection and incineration. • Till Date, Current Week, Current Month and Current Day information in the following formats: <ul style="list-style-type: none"> ○ Collected waste vs. incinerated waste numerical values ○ Collected waste vs. incinerated waste bar graph <p>Staff Duty Roster</p> <ul style="list-style-type: none"> • The staff duty roster (waste management and operational staff, drivers, helpers, supervisors and district managers) into the software. • Addition or deletion of duty staff is possible in a user-friendly manner • Each waste collection transaction with the names of respective staff involved in the transaction, for the sake of traceability. • Any missing staff member in the transaction to be notified by a pop up and prevent the user from completing the particular transaction. <p>Access Rights</p> <ul style="list-style-type: none"> • Each user of the software to be provided with a user login either for waste collection/disposal scanning or for monitoring purpose. • The access rights to various functions/features of the software are managed by a system administrator. <p>Web Hosting and Support</p> <ul style="list-style-type: none"> • The software should be installed on a reliable server / hosting service managed by the service provider. • The service provider should provide technical support 24/7 regarding software as well as server-based hardware issues. <p>(Local / Imported)</p>
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9	STATIONERY REQUIREMENTS
	<ul style="list-style-type: none"> • Receipt for On-Site Infectious Waste Bag Collection • Register for Infectious Waste Bags Received in Hospital Yellow Room • Receipt for New Waste Bags • Receipt for Infectious Waste Bag Collection • Register for New Waste Bags Issuance • Register for Infectious Waste Bags Delivered to Incinerator • Register for Manual Data Entry of Infectious Waste Bag Label • General Stationery Items <p>(Local)</p>
10	NON-CHLORINATED LOW AND HIGH-DENSITY POLY-ETHYLENE BAGS
	<ul style="list-style-type: none"> • Size of Waste Bag 29" x 34" • Color Yellow • Material HDPE (High Density Polyethylene) • Sides Inner Folded Sides (Gusseted) • Load Bearing Capacity 15 kg • Logo Printing Name and logo <p>(Local / Imported)</p>
11	THERMAL PRINTING LABEL ROLL (FOR WEIGHING SCALE)
	<ul style="list-style-type: none"> • Label Size 60 x 40 mm • Core Diameter 40 mm • Outer Diameter 80 mm • Labels per Roll 600 pcs <p>(Local / Imported)</p>
12	CCTV CAMERAS
	<ul style="list-style-type: none"> • Resolution 5 MP • Recording Capacity 1 Month • Storage Capacity 1 TB • NVR 4 Channels NVR • Integrated with web portal and with complete cabling and installation
13	INTERNET DEVICES
	<ul style="list-style-type: none"> • Maximum Data Limit 65 GB • Maximum Speed up to 150 Mbps • Connection Type 4G/3G/2G Fall back option. • Power Source 1500mAh rechargeable lithium battery

Note: Any other item required will be considered on the basis of sample submission and acceptance.