

BIDDING DOCUMENTS

**OUTSOURCE SERVICES FOR
INCINERATION OF INFECTIOUS
WASTE**

**FAISALABAD INSTITUTE OF
CARDIOLOGY, FAISALABAD.**

INVITATION TO BIDS

1. The Faisalabad Institute of Cardiology, Faisalabad invites sealed bids from the bidders for purchase of Goods for Faisalabad Institute of Cardiology, Faisalabad under PPA Rules 2014 amended upto date.

Schedule of Requirement:

2. The bidding document can be acquired by contacting the designated officer of Faisalabad Institute of Cardiology, Faisalabad or may be downloaded from the website of Procuring Agency. A complete set of Bidding Document containing detailed terms & conditions and scope of services is readily available and can be downloaded from the websites (www.ppra.punjab.gov.pk) & (<http://www.ftc.gop.pk/>).

3. The bidders are required to submit bid security of 2% of estimated cost in the form of CDR / Demand Draft / Pay Order / Bank Guarantee with 100% encashment warranty, duly confirmed by the concerned Bank within three days of the claim, with minimum validity period of 180 days, issued by any scheduled Bank of Pakistan, in the name of Medical Superintendent, Faisalabad Institute of Cardiology, Faisalabad. No conditional bank guarantee shall be accepted. **A copy of the bid security shall be attached with the Technical Bid and the original bid security shall be attached with Financial Bid along with the confirmatory correspondence with the concerned bank.**

4. The bidding process is being conducted under Single Stage – Two Envelopes bidding procedure as envisaged under Rule 38(2)(a) of Punjab Procurement, Rules, 2014 (as amended). All the prospective bidders shall be evaluated technically given in this bidding document and will be declared as technically responsive bidders.
5. Sealed Bids are required to be submitted by Faisalabad Institute of Cardiology, Faisalabad in the Conference Room of Faisalabad Institute of Cardiology, Faisalabad]. The bids received till the stipulated date and time shall be opened on the same day after 30 minutes of the bid submission time, in presence of the bidder(s) or their representatives who choose to be present. The bids received after the closing time and date shall not be entertained.
6. In case of any official or local holiday, falling on the last date for submission of the bids, the next working day will automatically be the last date for submission and opening of the bids.
7. The prospective bidders requiring any further information or clarification regarding the bidding documents may contact the Purchase Cell of Faisalabad Institute of Cardiology, Faisalabad.

Medical Superintendent
Faisalabad Institute of Cardiology, Faisalabad,

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Note:- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRRA Act-2009/PPRA Rules-2014, the later shall prevail.

Instructions to Bidders (ITB)

2.1. Introduction

2.1.1 Scope of Bid

i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning) the goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

i) The Invitation to Bids is open to all suppliers i.e. association of firms/companies/sole proprietor/ general order suppliers, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.)

ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].

iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.

v) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
- b) Have controlling shareholders in common; or
- c) Receive or have received any direct or indirect subsidy from any of them; or
- d) Have the same legal representative for purposes of this Bid; or

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b). if a bidder withdraws or amends or revises its bid at any time during the

forfeited and the stores may be purchased at his risk and expense.

not accepted by the bidder, the bid security / earnest money deposited by him shall be

a). if the provisional acceptance of bid issued during the validity period of the offer is amounting to more than ten percent of the Bid price is envisaged.

xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract

the Procuring Agency, as the Procuring Agency shall reasonably request.

xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to

contract effectively.

xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the

international organization.

(g) The firm, supplier and contractor is blacklisted/ debarred by any

Schedule appended with, Punjab Procurement Rules, 2014.

(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPR Act, 2009 and Rule-21, read with

Procurement Rules, 2014.

(e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPR Act, 2009 and Rule-21, read with Schedule appended with, Punjab

professional conduct;

(d) The Bidder is convicted, by a final judgment, of any offence involving

the property;

(c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of

loss of the right to administer and dispose of its property;

(b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial

insolvent;

(a) The Bidder is declared bankrupt or, in the case of company or firm,

xii) A Bidder may be ineligible if –

e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

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2.1.6. One person one bid Validity Period:

The tender is valid for the period of one year from the date of opening of the tender till the expiry of total tender period.
In case of any official or local holiday, falling on the last date for submission of the bids, the next working day will automatically be the last date for submission and opening of the bids.

2.1.5. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.4. Eligible Goods and Services

All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS/Technical Specification), and all expenditures made under the contract will be limited to such goods and related services.

validity period, the bid security / earnest money would be liable to forfeiture in case, the contractor / supplier fails to execute the contract strictly in accordance with the terms and conditions as laid down in the contract, the performance security deposited by him would be forfeited and the store may be purchased at his risk and expense.
The purchaser reserves the right to claim compensation for the loss caused by the delay in the delivery of the goods and services.
The delivery period, as reckoned from date of issuance of the supply order is 45 days, However, the supplier may indicate its own guaranteed earliest date by which the goods will be supplied.
In case of late delivery of goods beyond the periods specified in the supply order penalty @ 2% per month (0.067% per day) of the cost of late delivered supply shall be imposed upon the supplier and deducted from the bills / invoices. However the Chief Purchase Officer reserves the rights to cancel contract agreement and allow further negotiations with the next lowest bidder (2nd) for the purchase of store and the purchaser may purchase from local market on risk and cost basis and the difference of price will be recovered from the bid security or from the pending claims / bills of the firm without any further notice.

- i)
- i)
- iii)
- ii)
- i)
- xix)
- xviii)
- xvii)
- xvi)

The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS/Technical Specification), and all expenditures made under the contract will be limited to such goods and related services.

INSTRUCTIONS TO BIDDERS

1. Contract will be for the period of one year.
2. Following documents should be attached with tender documents.
 - i) Attested copy of ID Card.
 - ii) Affidavit of firm non black listing and non partnership.
 - iii) Copy of NTN, GST & PRA Registration certificate.
 - iv) Copy of Current financial year Income Tax return.
 - v) Bid security 2% in favour of Medical Superintendent, F.I.C, Faisalabad.
 - vi) Valid NOC issued from Environment Protection Authority.
3. The bidding process is being conducted under Single Stage – Two Envelopes bidding procedure as envisaged under Rule 38(2)(a) of Punjab Procurement, Rules, 2014 (as amended). All the prospective bidders shall be evaluated technically given in this bidding document and will be declared as technically responsive bidders.
4. The bidders are required to submit bid security of 2% of estimated cost in the form of CDR / Demand Draft / Pay Order / Bank Guarantee with 100% encashment warranty, duly confirmed by the concerned Bank within three days of the claim, with minimum validity period of 180 days, issued by any scheduled Bank of Pakistan, in the name of Medical Superintendent, Faisalabad Institute of Cardiology, Faisalabad. No conditional bank guarantee shall be accepted. A copy of the bid security shall be attached with the Technical Bid and the original bid security shall be attached with Financial Bid along with the confirmatory correspondence with the concerned bank.
5. All terms & Conditions of Punjab Procurement, Rules, 2014 (as amended upto date) will be followed.
6. Payments will not be paid in case of unsatisfactory services.
7. Firm should have Personal Incineration Plant.
8. All infectious waste should be lift out according to the SOP's of the Punjab waste management.
9. Weight of infectious waste should be on daily basis and payments will be made according to the bill.
10. Lifting of the infectious waste will be the responsibility of firm/contractor, transportation charges will not be the responsibility of Hospital.
11. Infectious waste should be lifted under the presence of committee members allocated by the Hospital authority.
12. Firm will be bound to lift infectious waste on daily basis, Rs.5000/day fine will be charged to firm, if firm delay to lift the infectious waste and Hospital management will lift infectious waste on firm/company behalf.
13. Payments will be made according to the rules on monthly basis.
14. Contract will be extendable for three months.

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15. Medical Superintendent, FIC, Faisalabad has right to cancel the contract before the completion of contract period, If the firm did follow all terms & conditions of contact and SOP of infectious waste management.

- 16. Incomplete tender documents will not be acceptable.
- 17. In case of any conflict, Medical Superintendent will act as arbitrary and his decision will be final.
- 18. Firm will be responsible to provide the computerized weight scale.

A. General Instructions:

i. Scope of Applications:

The Procuring Agency, issues this Document to the applicant firms for "Management and Operation of Hospital Waste Services in Faisalabad Institute of Cardiology, Faisalabad."

ii. Corrupt or Fraudulent Practices:

The Procuring Agency requires that all applicants should observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Applicants (prior to or after proposal submission) designed to establish proposal prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;

iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/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;

b. The Procuring Agency shall reject a proposal for Award if it determines that the applicant recommended for award has engaged in corrupt, fraudulent practices, collusive, coercive or obstructive practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

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iii. Information of the applicants:

Procuring Agency reserves the right to inspect the accounts and records and other documents relating to the application submission and contract performance of the applicant firms and to have them audited by auditors appointed by the Procuring Agency.

iv. Eligible applicants:

An applicant should be a legal entity/firms/JV.

Firms of a country may be excluded from participation if as a matter of law or official regulation, the Government of Pakistan prohibits commercial relations with that country or for other reasons.

A firm declared disqualified / blacklisted by any of the private/public sector organization in Pakistan shall be ineligible to apply for a contract during the period of embargo.

Applicants and all parties constituting the applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if they participated as an applicant in the preparation of TORs and it's processing.

The applicants must submit its proposal as per TORs.

v. Clarification or amendment documents:

The applicant may request a clarification of any part of the Documents but not later than 07 days the Proposals' submission deadline. Any request for clarification must be sent in writing to the Procuring Agency's address. The Procuring Agency will respond in writing to all applicants/firms if the Procuring Agency deem it necessary to amend the Documents as a result of a clarification, it shall do so following the procedure described below:

- a. At any time before the proposal submission deadline, the Procuring Agency may amend the Documents by issuing an amendment in writing. The amendment shall be sent to all applicants/firms and will be binding on them. The firms/applicants shall acknowledge the receipt of all amendments in writing.
- b. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the firms/applicants reasonable time to take an amendment into account in their Proposals.

The applicant/firm may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

B. Preparation of Proposals:

I. Language of Proposal:

The application prepared by the applicant, as well as all correspondence and documents relating to the process exchanged by the applicant and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the applicant may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the application, the translation shall govern.

II. In preparing the Proposal, the applicant is expected to examine the Documents in detail. Material deficiencies in providing the information requested in the Documents may result in rejection of the Proposal.

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- III. The applicant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency (PA) shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The PA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the applicant as per PRA 2014.
- IV. The applicant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form.
- V. The Applicant Proposal must remain valid for 90 days after the Proposal submission deadline.
- VI. During this period, the applicant firm shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- VIII. If it is established that any Key Expert nominated in the applicant Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
- IX. The PA will make its best effort to complete the process within the proposal's validity period. However, if the need arises, the PA may request, in writing, all applicants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- X. If the applicant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- XI. The applicant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be evaluated further.
- XII. If any of the Key Experts become unavailable for the extended validity period, the Applicant shall provide a written adequate justification and evidence satisfactory to the PA together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- XIII. If the Applicant fails to provide a replacement of Key Expert(s) with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the PA, such Proposal will be rejected.
- XIV. The Applicant shall not subcontract the Services.
- XV. While preparing the Proposal, the Applicant must give particular attention to the following:
- a. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- b. The Applicant is required to submit a Full Technical Proposal.
- c. The Financial Proposal shall be prepared using the Standard Form provided in these Documents. It shall list all costs associated with the assignment, including:

Any proposal received by the Procuring Agency after the deadline for submission of Proposals prescribed by the Procuring Agency shall be rejected and returned unopened to the Applicant.

IV.

Late submission:

Proposals must be submitted by the Applicant and received by the Procuring Agency at the address specified in Invitation Letter. The Procuring Agency may, at its discretion, extend this deadline for the submission of Proposals by amending the documents, in which case all rights and obligations of the Procuring Agency and Applicants previously subject to the deadline shall thereafter be subject to the deadline as extended.

III. Deadline for Submission of Bids/ Proposals:

If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the proposal's misplacement or premature opening. The inner envelopes shall also indicate the name and address of the Applicant/ Lead Applicant to enable the proposal to be returned unopened in case it is declared as non-responsive or late.

- a) be addressed to the Procuring Agency at the address given in the Invitation for Proposals; and
 - b) bear the sentence: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the invitation letter.
- The inner and outer envelopes shall:

The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. It should contain marking "Management and Operation of Hospital Waste Services in Healthcare Facilities"

II. Sealing and Marking of Proposals:

All the documents should be duly attested (signed and stamped) by the authorized person of applicant or Lead applicant. The proposal shall be typed and signed by the applicant or Lead applicant. The person or persons signing the proposal shall initial all pages of the proposal.

I. Format and Signing of proposal:

C. Submission of Proposals:

XVII. The Applicant may express the price for its Services in Pak Rs.

XVI The Applicant and its Sub-applicants and Experts are responsible for meeting all tax liabilities arising out of the Contract.

- (i) Remuneration for Key Expert(s) and Non-Key Expert(s)
- (ii) Provisional sums when applicable
- (iii) Contingency.
- (iv) Other expenses

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The Applicant's names, amount of Proposal Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of Technical Proposal. No proposal shall be rejected at technical proposal/ opening of Technical Proposal, except for late Proposals, which shall be returned to the Applicant. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the proposal prices, discounts (if any), and the presence or absence of requisite proposal security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

The Procuring Agency shall initially open only the envelopes marked "TECHNICAL PROPOSAL" in the presence of Applicant's representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Proposals. The Applicant's representatives who will be present shall sign the attendance sheet as evidence of their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" shall remain unopened and be retained in safe custody of the Procuring Agency till completion of the evaluation process.

I. Opening of Proposals by the Procuring Agency:

E. Opening of Proposals:

- (viii) The proposal found to be the lowest evaluated proposal shall be accepted.
- (vii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the proposal validity period, publicly open the financial proposals of the technically accepted Proposals only. The financial proposal of applicant/firm found technically non-responsive shall be returned un-opened to the respective Applicants; and
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (v) The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements or fail to fulfill the evaluation criteria.
- (iv) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened;
- (iii) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- (ii) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- (i) The proposal shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

Single stage – two envelopes procedure shall be applied:

D. Procedure for selection of firms:

No proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity. Withdrawal of a proposal during this interval will make the applicant eligible to be debarred for further procurements for a period as deem necessary by the Procuring Agency.

V. Withdrawal of Proposals:

The Applicant may withdraw its proposal prior to the deadline specified in the invitation.

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II. Clarification of Proposals:
During evaluation of the Proposals, the Procuring Agency may, at its discretion, ask the Applicant for a clarification of its proposal. The request for clarification and the response shall be in writing, and no change in the prices or substance of proposal shall be sought, offered, or permitted.

F.

Evaluation of Proposals:

I. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the proposal within the stipulated proposal validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their Proposals shall be asked to extend their respective proposal validity period. Such extension shall be for not more than the period equal to the period of the original proposal validity.

Applicants who,

(a) agree to the Procuring Agency's request for extension of proposal validity period shall not be permitted to change the substance of their Proposals; and
(b) do not agree to an extension of the proposal validity period shall be allowed to withdraw their Proposals, if any.

II. Preliminary Examination:

The Procuring Agency shall examine the Proposals to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the Proposals are generally in order. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a proposal which does not constitute a material deviation (or changes the substance of the proposal), provided such waiver does not prejudice or affect the relative ranking of any Applicant.

Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each proposal to the Documents. For purposes of these Clauses, a substantially responsive proposal is one, which conforms to all the terms and conditions of the documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals. The Procuring Agency's determination of a proposal's responsiveness is to be based on the contents of the proposal itself without recourse to extrinsic evidence.

If a proposal is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Applicant by correction of the nonconformity.
In the financial Proposals (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis:
a. If there is a discrepancy between the unit price 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. If the Applicants/Suppliers do not accept the correction of the errors, its proposal shall be rejected.
b. If there is a discrepancy between words and figures, the amount in words shall prevail.

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Any effort by any Applicant to influence the Procuring Agency in its decisions on proposal evaluation, proposal comparison, or Contract Award will result in the rejection of the Applicant's proposal and subsequent black listing. Canvassing by any Applicant at any stage of the evaluation is strictly prohibited.

No Applicant shall contact the Procuring Agency on any matter relating to its proposal, from the time of the proposal opening to the time the Contract is awarded.

H. Contacting the Procuring Agency:

Any applicant not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction. Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

Any applicant feeling aggrieved by any act of the Procuring Agency after the submission of his application may lodge a written complaint concerning his grievances not later than ten days after the announcement of the proposal evaluation report.

G. Redressal of grievances by the Procuring Agency

- e. The lowest evaluated applicant will be declared with standard requirements. The price of optional items will not be considered while establishing the winner. The applicant is required to quote the price of goods and services separately. Lowest bidder will be declared on the basis of cumulative price of goods and services.
- d. Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial proposal may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the former will prevail.
- c. Incomplete proposal shall stand rejected. The scope of work or services described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.
- b. Financial proposals shall be opened publicly in the presence of the applicants' representatives who choose to attend. The name of the applicants shall be read aloud. The financial proposal of the technically responsive applicants shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically non-responsive Applicants shall be returned unopened). The financial proposals shall then be opened, and the total prices will be read aloud and recorded.
- a. After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals.

IV. Evaluation of Financial Proposals:

The financial proposals of only technically responsive applicants will be opened.

A proposal once opened in accordance with the prescribed procedure shall be subject to invitation of Proposals. Only those rules, regulations and policies that are in force at the time of issue of notice for on the basis of the defined criteria.

III. Evaluation and Comparison of Proposals:

The Procuring Agency shall evaluate and compare the Proposals on the basis of complete scope of work services. The Procuring Agency's evaluation of technical proposal shall be

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- I. **Rejection of Proposals:**

The Procuring Agency may reject all proposals at any time prior to the acceptance of proposal(s). The Procuring Agency shall upon request communicate to any Applicant who submitted a proposal, the grounds for its rejection of any or all proposals, but is not required to justify those grounds.

Notice of the rejection of any or all proposals shall be given promptly to the concerned Applicants that submitted proposals.
- J. **Re-Invitation:**

If the Procuring Agency rejects all proposals, it may call for a re-invitation or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.
- K. **Announcement of Evaluation Report:**

The Procuring Agency shall announce the results of proposal evaluation as a report giving justification for acceptance or rejection of proposals as per Punjab Procurement Rules 2014.
- L. **Notification of award:**

Prior to the expiration of the period of proposal validity, the Procuring Agency shall notify the successful Applicant in writing that its proposal has been accepted. The notification of Award shall constitute the formation of the Contract.
- M. **Signing of Contract:**

At the same time as the Procuring Agency notifies the successful Applicant that its proposal has been accepted, the Procuring Agency shall send the Applicant the Contract Form provided in the documents, incorporating all agreements between the Parties.

Within ONE week of receipt of the Contract Form, both the successful Applicant and the Procuring Agency shall sign the Contract.
- N. **Performance Guarantee:**

On the date of signing of the Contract, the successful Applicant shall furnish the Performance Guarantee/Security equal to 3% of the contract amount calculated for one year that will be extendable for the contract period and will be released after completion of the contract (three years). The performance security shall be deposited in the shape of Bank Guarantee within 07 days of Notification of Award/Letter of Intent.
- O. **Schedule of Requirement:**

The service provider/Contractor will start providing the services within 15 days of the date of signing of Contract (without penalty).

In case of delay, beyond the period specified in the Schedule of Requirements, penalty @ 0.2% per day of the Contracted amount for late accomplishment of the assignment shall be imposed.
- P. **Arbitration**
- R. **Payment:**

Arbitrator will be appointed by the mutual consent of the Procuring Agency and Contracting Firm. The decision of the Arbitrator will be final and binding on the Parties.

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5. **Duration of Contract:**
Mode of payment will be Delivery Duty Paid (DDP).
Payment for the goods will be made after deliver and inspection/acceptance.
The payment of services will be made on per month basis, after fulfilling all the legal and
codal formalities by the Procuring Agency.
The contract will be signed initially for the duration of one (01) year, which will be
extendable subject to the satisfactory performance of the Contractor.

BID DATA SHEET

| A. Introduction | |
|---|---|
| BDS Clause Number | Amendments of, and Supplements to, Clauses in the Instruction to Bidders |
| 1. | Name of Procuring Agency: Faisalabad Institute of Cardiology, Faisalabad. The subject of procurement is: Incineration of infectious waste |
| 2. | Financial year for the operations of the Procuring Agency: [2023-24] Name of financing institution: [Government of the Punjab] Name and identification number of the Contract: [Faisalabad Institute of cardiology, Faisalabad. Joint Venture not acceptable. |
| B. Bidding Documents | |
| 4. | The address for clarification of Bidding Documents is: [Purchase Cell, Faisalabad Institute of cardiology, Faisalabad] |
| 5. | The number of bidding documents to be completed and returned is in one original |
| C. Bid Price, Currency, Language and Country of Origin | |
| 6. | [Specify the language: English |
| 7. | The price quoted shall be PKR |
| 8. | [Please expressly mention that the price shall be fixed]. DDP |
| 9. | Country of origin [follow the specification] |
| D. Preparation and Submission of Bids | |
| 10. | <ol style="list-style-type: none"> 1. Receipt of Purchase of tender. 2. The bidders will attach 2% CDR with the financial bid and also attach the defaced photocopy of the CDR with the technical bid. 3. Acceptance of terms and conditions, tender documents duly signed and stamped. 4. Price reasonability certificate on Judicial Paper worth Rs. 100/- mentioning therein that the Prices quoted are not more than the prices charged from any agency (Government or private) in Pakistan and in case of any discrepancy the contract shall have to refund the payment charged in excess. Whenever detected. 5. An affidavit on stamp paper of Rs.100/- submitting that the firm is never blacklisted on any ground whatsoever. 6. Approval of operation issued by Environment Protection Department of collection, Transportation, Storage, Disposable of Hazardous waste and Non-Hazardous waste. 7. Firm should have its own incineration plant. Furthermore, if the inspection |

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| | committee is not satisfied with the physical inspection of the premises and services, the firm will be rejected technically and will not be entertained for further evaluation. |
| 11. | Bid shall be submitted to: <i>[conference Room of Faisalabad Institute of Cardiology, Faisalabad.</i> |
| 12. | The deadline for Bid submission is as mentioned on advertisement. |
| 13. | Time, date/ Month/ Year, and place for Bid opening as mentioned on advertisement. |
| 14. | Amount of Performance Guarantee is 5% of total awarded amount. |
| 15. | Amount of Bid security is: 2 % of estimated/quoted price. |
| 16. | Bid validity period after opening of the Bid is: 180 days (may be extendable as per PPA Rules). |
| 17. | Number of copies of the Bid to be provided is one. |
| E. Opening and Evaluation of Bids | |
| 18. | The Bid opening shall take place at: <i>conference Room of Faisalabad Institute of Cardiology, Faisalabad</i> |
| 19. | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>PKR only</i> |

BID EVALUATION CRITERIA

Compulsory Parameter:

1. Receipt of Purchase of tender.
2. The bidders will attach 2% CDR with the financial bid and also attach the defaced photocopy of the CDR with the technical bid.

3. Acceptance of terms and conditions, tender documents duly signed and stamped.
4. Minimum 01 year business history in and Government, semi Government (not less than 100 beds)
5. The company should have its own incineration plant. **No joint venture is allowed and will not be entertained.**

6. Price reasonability certificate on Judicial Paper worth Rs. 100/- mentioning therein that the prices quoted are not more than the prices charged from any agency (Government or private) in Pakistan and in case of any discrepancy the contract shall have to refund the payment charged in excess.
7. An affidavit on stamp paper that no judicial case is pending against the firm in any Court of Law of Pakistan.
8. Approval of operation issued by Environment Protection Department of collection, Transportation, Storage, Disposable of Hazardous waste and Non-Hazardous waste.

9. If the inspection committee is not satisfied with the physical inspection of the premises and services, the firm will be rejected technically and will not be entertained for further evaluation.

Particulars:

| Sr. # | Attributes | Marks |
|--------------------------|---|------------|
| 1. | Complete Company Profile including Engineering, Managerial and Technical Staff | 15 |
| 2. | Maximum Clientage list with Award Letters and satisfactory certificates in other government and well reputed private organization. | 10 |
| 3. | Average Annual Turnover for last 03 years (duly supported by Audited Financial Statements) 10-15 Million (10 Marks) More than 15 Million (15 Marks) | 15 |
| 4. | Information regarding list of vehicles for collection/ transportation of waste etc, | 15 |
| 5. | Online tracking system for checking of vehicles | 15 |
| 6. | Income tax, General Sales tax and valid professional tax certificate. | 10 |
| 7. | Physical inspection of the premises | 20 |
| Total Marks: | | 100 |
| Qualifying Marks: | | 70 |

* The firm will be responsible for arranging inspection visit of the committee at its own expense.

Note:

1. Non-compliance of any of above compulsory parameters will lead to the rejection of bid straight way.
2. The Technical status of offers will be declared as Qualified/Disqualified of any firm cannot be challenged in any Court of Law.
3. In case of requirement, Procuring Agency / Technical Evaluation committee may inspect

the premises of bidder to inspect the Technical and Management Capability /setups for ensuring incineration services.

Medical Superintendent
Faisalabad Institute of Cardiology,
Faisalabad.

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Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Department] (hereinafter called the "Procuring Agency") and, on the other hand, [name of Third Party] (hereinafter called the "Third Party").

[Note: If the Third Party consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Procuring Agency") and, on the other hand, a joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Third Party's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Third Party")."]

(a) the Procuring Agency has requested the Third Party to provide certain services as defined in this Contract (hereinafter called the "Services");

(b) the Third Party, having represented to the Procuring Agency 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;

1. NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
- In the event of any inconsistency between the documents, the following order of precedence shall prevail the Special Conditions of Contract; the General Conditions of Contract; Appendices.
2. The mutual rights and obligations of the Procuring Agency and the Third Party shall be as set forth in the Contract, in particular:

- (a) the Third Party shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Agency shall make payments to the Third Party in accordance with the provisions of the Contract.
- IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Name of Procuring Agency]

Authorized Representative of the Procuring Agency – name, title and signature
For and on behalf of [Name of Third Party or Name of a Joint Venture]

Authorized Representative of the Third Party – name and signature
[Note: 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.
For and on behalf of each of the members of the Third Party [insert the Name of the Joint Venture]
[Name of the lead member]

Authorized Representative on behalf of a Joint Venture
[add signature blocks for each member if all are signing]

General Conditions of Contract

General Provisions

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this 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 [the implementing/ executing] agency that signs the Contract for the Services with the Selected Third Party.
- (c) "Third Party" means a legally-established professional consulting firm or entity selected by the Procuring Agency to provide the Services under the signed Contract.
- (d) "Contract" means the legally binding written agreement signed between the Procuring Agency and the Third Party and which includes all the attached documents of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (e) "Day" means a working day unless indicated otherwise.
- (f) "Effective Date" means the date on which this Contract comes into force and effect.
- (g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Third Party, Sub-Third Party or JV member(s) assigned by the Third Party to perform the Services or any part thereof under the Contract.
- (h) "GCC" means these General Conditions of Contract.
- (i) "Government" means the government of the Procuring Agency's country.
- (j) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses 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.
- (k) "Key Expert(s)" means an individual professional (s) whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Third Party's proposal.
- (l) "Local Currency" means the currency of the Procuring

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5.1. The Services shall be performed at Faisalabad Institute of Cardiology, Faisalabad.

7.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Third Party may be taken or executed by the officials specified.

6. Authorized Representatives

5. Location

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

4. Communications

Any communication required or permitted to be given or made pursuant to this 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.

3. Language

3.1. This 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 Contract.

2. Law Governing Contract

2.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

(q) "Third Party" means any person or entity other than the Government, the Procuring Agency, the Third Party.

(p) "Services" means the work to be performed by the Third Party pursuant to this Contract, as described in Appendix hereto.

(o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(n) "Party" means the Procuring Agency or the Third Party, as the case may be, and "Parties" means both of them.

(m) "Non-Key Expert(s)" means an individual professional provided by the Third Party.

Agency's country.

A. Commencement, Modification, Completion, and Termination of Contract

7.1. The Third Party shall confirm availability of Key Experts and begin carrying out the Services immediately after signing of the contract.

8.1. Unless terminated earlier, this Contract shall expire at the end of time period mentioned.

9.1. This 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 Definition

For the purposes of this 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, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action or any other action by Government agencies.

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 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 Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

10.4. 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 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 Contract.

c. Measures to be Taken

10.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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12.2. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Third Party 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 in case of the event referred to in (f):

a. By the Procuring Agency

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

12. Termination

11.1. The Procuring Agency may, by written notice of suspension to the Third Party, suspend all payments to the Third Party hereunder if the Third Party fails to perform any of its obligations under this 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 Third Party to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Third Party of such notice of suspension.

11. Suspension

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

(b) continue with the Services to the extent reasonably possible, in which case the Third Party shall continue to be paid under the terms of this Contract.

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

Any period within which a Party shall, pursuant to this 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.

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.

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- (a) If the Third Party fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
 - (b) If the Third Party becomes (or, if the Third Party consists of more than one entity, if any of its members 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 Third Party fails to comply with any final decision reached as a result of arbitration proceedings;
 - (d) If, as the result of Force Majeure, the Third Party is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
 - (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - (f) If the Third Party fails to confirm availability of Key Experts as required.
- 12.3. Furthermore, if the Procuring Agency determines that the Third Party has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Third Party, terminate the Third Party's employment under the Contract.
- 12.4. The Third Party may terminate this Contract, by not less than thirty (30) 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 Third Party pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Third Party that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Third Party 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.
 - (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not

b. By the Third Party

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13.2. The Third Party shall employ and provide such qualified and any dealings with the third parties.

13.1 The Third Party 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 Third Party shall always act, in respect of any matter relating to this 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

a. Standard of Performance

13. General:

B. Obligations of the Third Party

(a) payment for Services satisfactorily performed prior to the effective date of termination; and
(b) in the case of termination, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

e. Payment upon Termination

12.7. Upon termination of this Contract, the Procuring Agency shall make the following payments to the Third Party:

12.6. Upon termination of this Contract by notice of either Party to the other, the Third Party 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 Third Party and equipment and materials furnished by the Procuring Agency, the Third Party shall proceed as provided, respectively.

d. Cessation of Services

12.5. Upon termination of this Contract or upon expiration of this 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 Third Party's obligation to permit inspection, copying and auditing of their accounts and records set forth, and (iv) any right which a Party may have under the Applicable Law.

c. Cessation of Rights and Obligations

remedied the same within forty-five (45) days (or such longer period as the Third Party may have subsequently approved in writing) following the receipt by the Procuring Agency of the Third Party's notice specifying such breach.

Any change to the 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.

The Contract price is fixed.

18. Contract Price

E. Payments to the Third Party

17.1. If, after the date of this Contract, there is any change in the applicable law in the country with respect to taxes and duties which increases or decreases the cost shall be incurred by the Third Party in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Third Party under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount.

17. Change in the Applicable Law Related to Taxes and Duties

16.2. Any equipment or materials brought by the Third Party 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 Third Party or the Experts concerned, as applicable.

16.1. The Third Party shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

16. Accounting, Inspection and Auditing

15.1. Except with the prior written consent of the Procuring Agency, the Third Party 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 Third Party and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

15. Confidentiality

14.1. The Third Party 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.

14. Conflict of Interests

13.3. The Third Party shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law which is Pakistan's Law.

b. Law Applicable to Services

experienced Experts as are required to carry out the Services.

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19. Taxes and Duties

19.1. The Third Party and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

20. Currency of Payment

20.1. Any payment under this Contract shall be made in the Pak Rupees.

21. Mode of Billing and Payment

The total payments under this Contract shall not exceed the Contract price set forth.

The payments under this Contract shall be made in lump-sum against deliverables (hardware component) and for the services will be made at the end of every month after fulfilling all the legal and codal formalities by the Procuring Agency.

F. Fairness and Good Faith

22. Good Faith

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

G. Settlement of Disputes

23. Amicable Settlement

23.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

24. Dispute Resolution

31.2. 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. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, the decision will be made by the Additional Chief Secretary, Punjab; being an Arbitrator.
32.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration.

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

- Expiration of Contract:**
The time period shall be _____ days after signing of the Contract.
- Contract price**
The Contract price is Rs. _____ inclusive of all taxes.
- The payment schedule**
The amount will be paid as per terms and conditions of bidding documents.
- Documents ownership**
Complete documents, Final Report, Data Base will be the property of the Procuring Agency.



ANNEXURE-I

TERMS OF REFERENCES

The firms are required to submit the complete proposal. The following tasks need to be carried out:

OBJECTIVES

- "Management and Operations of Hospital Waste Vehicles and Waste Management in healthcare facilities Under Hepatitis Control Program, Punjab". There will be 36 Incineration Sites for disposal of waste.
- There are 25 District Headquarter (DHO) Hospitals and 121 Tehsil Headquarter (THQ) Hospitals for the provision of mentioned services in Punjab Under administrative control of Primary & Secondary Healthcare Department.
- The Procuring Agency will include the 313 Rural Health Centers. The major Private Hospitals in addition to Public Hospitals will also be covered under this assignment.

SCOPE OF WORK

The assignment will include but not limited to the followings:

- 1) The Contractor will carry out management of hospital infectious waste in all the 36 Districts (two stations for District Bahawalpur) under Hepatitis Control Program, Punjab.
- 2) The Contractor will be provided 37-Retriggered Waste Carrying Vehicles; fabricated on 4x2 Toyota Hilux (Diesel) vehicles (Brand new) by the Department and will be responsible for their maintenance and running.
- 3) The maintenance of all the vehicles should be carried out through Authorized Service Centers of Toyota. The Contractor will be responsible to carry out the service of vehicles as per standard of requirements for services of Toyota Vehicles and will submit a computerized and attested job cards to the Procuring Agency.
- 4) The vehicle trackers should have live monitoring enabled and Hepatitis Control Program have access to the live tracking.
- 5) The vehicles will be comprehensively insured for all accidents and comprehensively cover the expenses of the third party as well.
- 6) The Contractor will install the Trackers in all the 37 the vehicles, minimum two cameras at each incineration site and establish a web portal (cloud based) and software to monitor the real time location of all the vehicles and incineration process. The tracking system should be installed and implemented as per standards of system containing all the information of driver and support staff mentioning their valid contact numbers and legal parameters.
- 7) The Contractor will be responsible to ensure the availability of whole staff.