



MAYO HOSPITAL, LAHORE

DRAFT OF

BIDDING DOCUMENTS

FOR

**ANNUAL CONTRACT OF DIFFERENT CANTEENS
{FINANCIAL YEAR 2022–2023 & 2023-2024}**

**CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE**



MAYO HOSPITAL, LAHORE

TENDER NOTICE ANNUAL TENDER FOR CONTRACT OF DIFFERENT CANTEENS FOR THE FINANCIAL YEAR 2022-2023 & 2023-2024

1. Mayo Hospital, Lahore invites sealed bids from eligible bidders for tendering of below mentioned services for MAYO HOSPITAL, LAHORE.

Sr. #	Location of Canteen	4% Bid Security of Estimated Cost
1.	Emergency Ward Canteen	Rs. 387,200/-
2.	Children Ward Canteen	Rs. 290,400/-
3.	Doctors Cafeteria	Rs. 26,840/-
4.	Nursing Hostel Canteen	Rs. 24,200/-
5.	Eye Ward Canteen	Rs. 22,000/-

2. PRE-BID MEETING

- The prospective bidders are hereby notified to attend the meeting with bid document committee on **29/04/2023 at 10:30 a.m** in the Conference Room (Surgical Tower), Mayo Hospital, Lahore. You are asked to bring any observations in-writing to be raised in the meeting related to bidding documents on your company letter head duly signed by company representative.
- Draft of bidding document can be obtained from PPRA & Mayo Hospital website OR AMS(CMS) office.
- The minutes of pre-bid meeting will be uploaded on Mayo Hospital website and shall be the part of final bidding document.

3. FINAL BIDDING DOCUMENTS

The final bidding documents regarding contract of different canteens will be uploaded on PPRA as well as Mayo Hospital website on **06/05/2023**. The detail of scope of services TORs and other information will be available in the bidding document that can be obtained from Almoner office, Mayo Hospital, Lahore on payment of Rs.2,000/each (Non-refundable). Bidding document can also be down loaded from PPRA website (www.ppra.punjab.gov.pk) and Mayo Hospital website (www.mayohospital.gov.pk).

TENDER RECEIVING & OPENING DATE

- Sealed bids are required to be submitted by interested bidders in the **TENDER BOX** placed in the Committee Room (Admin Block) of this hospital on **13/05/2023 by 10:30 AM** and shall be opened publicly on the same day at **11:00 AM** in the presence of the applicants or their authorized representatives who choose to attend by T.P.C.
- Bidding shall be conducted through Single Stage Two Envelope Bidding Procedure as per Rule-38 2(a) of PPRA, Rules, 2014. The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters in separate envelopes.
- Bid security will also be deposited in shape of CDR failing which the offer will be rejected. The copy of the bid security must be attached with the Technical Proposal.
- In case the date of opening is declared as a public holiday by the Government or non-working day due to any reason, the next official working day shall be deemed to be the date of submission and opening of applications accordingly. The time and venue shall remain the same.

Note: The process shall be carried out as per Punjab Procurement Rules, 2014 (amended upto date) shall be applied.

**CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE**

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ANNEXURE - E**AREA OF DIFFERENT CANTEENS**

Sr. #	NAME OF CANTEEN	AREA
1.	Emergency Ward Canteen	Covered Area 1724 Sft Open Area 276 Sft Total Area = 2000 Sft Approx
2.	Paeds / Children Ward Canteen	918 Sft Iron Shed 420 Sft Total: 1338 Sft
3.	Doctor's Cafeteria / AVH Canteen	1286 Sft Iron Shed 990 Sft Total: 2276 Sft
4.	Nursing Hostel Canteen	Building 2542 Sft
5.	Eye Ward Canteen	Covered Area 830 Sft Open Area with Shed 370 Sft Total Area = 1200 Sft

Area of each canteen to be taken over by the Contractor in accordance with the approval of Hospital Management and as per measurements mentioned above under the (Covered Area). Any act or action in occupying or encroaching any extra area would be considered as breach of agreement/contract and can result in termination of contract or a penalty as decided by the hospital management.

INSTRUCTIONS TO BIDDER

1. A Bidder/ Service Provider shall be a legally registered entity with the formal intent to enter into an agreement.
- 1.1 The bidder must be an active tax payer. Punjab Revenue Authority (PRA) registration with documentary proof shall have to be provided by bidder(s).
- 1.2 A Bidder who is barred/ blacklisted or disqualified either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an affidavit on stamp paper of Rs. 100/- in this regard.
- 1.3 The bidder shall provide all information required in the bidding documents and documents to substantiate its claim for eligibility.
- 1.4 Joint Venture / Consortium is not permissible.
- 1.5 Alternative proposal are not permitted.
- 1.6 The service provider shall NOT have the option of submitting their Proposals electronically (only hard copy are accepted)
1. The Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment at least 5 days before the deadline for submission of bids. Such amendment/response shall be sent to all prospective Bidders that have received the bidding documents, and shall be binding on them.
2. The Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.
3. For the purpose of preparing the bid, the interested bidders are allowed to visit the site to conduct the survey and relevant assessments.
4. The bidders shall submit technical and financial proposals in separate sealed envelopes in one sealed envelope on or before **13/05/2023**, at **10:30 A.M** in the Committee Room (Admin Block) of Mayo Hospital, Lahore. In preparing the technical proposal, the bidders must examine all terms and instructions included in the Documents. Failure to provide all required information shall be at bidder's risk and may result in rejection of the proposal.
5. The technical proposals shall be opened at **11:00 A.M** on the same day in the presence of bidders and/ or their authorized representatives. Representatives shall have a signed authority letter from the bidder to be presented in the bid opening.
6. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet (BDS). Supporting documents and printed literature furnished by the Bidder will be in same language (English).
7. The offer must be valid for **180 Days** from the last date of submission of bids.
8. The procuring agency shall evaluate the technical proposal in a manner prescribed ahead in the document (BDS), without reference to the price, and reject any proposals that do not conform to the specified requirements.

9. After submission, no amendments in the technical or financial proposal shall be permitted.
10. The Service Provider shall have to provide all relevant documents required for qualification. Service Provider shall have to give detail of HR. Claims regarding HR shall not be acceptable.
11. After the evaluation and approval of the technical proposal, the procuring agency, shall at a time within the valid period, publicly open the financial proposals of the technically responsive bidders, on a time, date and venue announced and communicated to the bidders in advance in the presence of the bidders or their representatives. The financial bids of the technically non-responsive bidders shall be returned unopened to the respective bidders.
- 11.1 Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialed.
- 11.2 Every page is to be signed and stamped at the bottom. The Bidder is required to offer competitive price. All prices must exclusive of all taxes and duties, where applicable. The bidder with highest price (exclusive of all taxes) will be considered eligible for contract. All the relevant taxes should be mentioned separately in financial bid and will be applicable on service provider as per government laws. If there is no mention of taxes, the offered/ quoted price shall be considered as exclusive of all prevailing taxes/ duties.
- 11.3 While tendering the quotation, the present trend / inflation in the rate of services and goods in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of services and goods shall be entertained after the bid has been submitted.
12. Financial proposal should be prepared using the formats attached in **(BDS)**. Financial proposals of only the technically qualified / responsive bidders will be opened after due notification and procedure as laid down in PPRA rules.
- 12.1 Conditional discounts shall not be considered in evaluation.
13. **Bid Security** – In the shape of CDR equivalent to 04% which are as under.

Sr. #	Location of Canteen	Bid Security (04% of Estimated Cost)
1.	Emergency Ward Canteen	Rs. 387,200/-
2.	Children Ward Canteen	Rs. 290,400/-
3.	Doctors Cafeteria (AVH)	Rs. 26,840/-
4.	Nursing Hostel Canteen	Rs. 24,200/-
5.	Eye Ward Canteen	Rs. 22,000/-

Original CDR of bid security should be enclosed with financial bid and its photocopy should be attached with technical bid. The CDR shall be verified from the respective Bank.

Bid Security in the name of **“Chief Executive Officer, Mayo Hospital, Lahore”**.

14. The award of the contract shall be valid for **one (01) year** from the date of signing the contract.
15. The contract between the Procuring Agency and the Service Provider can be extended upto six months but this extension will only be given if there is procedural delay in new tendering process for next financial year OR award of contract.

- 15.1 This extension shall be given on quarterly basis or till the award of new contract whichever is earliest. The annual renewal shall be based on the following conditions:
- (i) Mutual consent of both parties.
 - (ii) Performance review of the Service Provider duly signed by the Committee nominated by Chief Executive Officer.
 - (iii) Approval of Competent Authority.
 - (iv) Renewal of the performance / services by the service provider.
 - (v) Terms & Conditions will be same as per current bidding document
16. The Service Provider will enter into contract within **ten (10) days** after issuance of Letter of Award / Advance Acceptance of Tender.
17. The Service Provider must quote the Contract Title and include the following declarations:
- 17.1 We have examined the information provided in your terms of reference and offer to undertake the work described in accordance with requirements as set out in the TOR.
- 17.2 The proposal (Technical & Financial) has been arrived independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other potential investor invited to submit proposal for this contract.
- 17.3 We confirm that the enclosed hard copy of the technical proposal is true and has complete copy of these documents.
- 17.4 We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.
- 17.5 We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we are awarded with this contract.
- 17.6 We confirm that the Service Provider:
- 17.6.1 Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency or financial standing.
- 17.6.2 Have not been convicted of any offence concerning professional misconduct.
- 17.6.3 Have not been convicted of corruption the offence of bribery.
- 17.7 I confirm that I have the authority of [name of Service Provider's company] to submit proposal and to clarify any details on its behalf.

Bidding Method and Evaluation

18. Bidding Method

As per rule 38 2(a) of PPR, 2014 (amended) Single Stage Two Envelopes Bidding Procedure shall be adopted.

19. Rejection of Bids

- 19.1 The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per Rule 35 of PPR, 2014 (amended)
- 19.2 The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.
- 19.3 The bidders shall be promptly informed about the rejection of the bids, if any.
- 19.4 A complete set of original Bidding Documents shall be purchased from the Almoner Office, Mayo Hospital, Lahore on all working days during office hours on payment of non-refundable fee of Pak Rupees 2000/- for each canteen separately.

20. Performance Security / Guarantee

The successful bidder shall deliver to the Procuring Agency a performance security in the form / shape of CDR from any scheduled bank operating in Pakistan of the amount equivalent to 10% of the total annual contract amount and will be released six months after the successful completion of the contract period and after getting NOC from Procuring Agency. The CDR shall be verified from the respective Bank

- 20.1 The Service Provider shall provide the Performance Security to the Procuring agency no later than 14 days of the issuance of Letter of Acceptance or any other date specified in the Letter of acceptance.

21. Bid Evaluation

- 21.1 If the technical component achieves 70% points (as per technical evaluation criteria) (**Annexure-A / BDS**), the bid will be considered technically responsive. Those bids scoring less than 70% will not be considered for financial bid opening.

- 21.2 Financial bids of technically responsive bidders shall be opened at a date and time fixed and notified in advance to the bidder. The contract may be awarded to the highest financial bid of the technically qualified bidders (bidders scoring 70% or more in the technical evaluation) subject to reasonability of prices. However, Procuring Agency may reject all proposals as specified in rule 35 of Punjab Procurement Rules, 2014.

21.2.1 Technical Evaluation

The technical evaluation of the bid shall be according to the criteria given in **Annexure-A**. All compliance certificates need to be submitted with the technical bid along with all lists and other requirements with proofs.

21.2.2 Financial Evaluation

The financial evaluation of the bid shall be according to the financial evaluation as given in **Annexure-B / BDS**.

Incomplete bids shall stand rejected. Gas & Water charges are fixed mentioned SCC.

22. Redressal of Grievances

- 22.1 The Procuring Agency shall constitute a committee, according to Rule 67 of Punjab Procurements Rules 2014, comprising odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

- 22.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than **ten (10)** days after the announcement of the bid evaluation report.

- 22.3 The committee shall investigate and decide upon the complaint within **fifteen (15)** days of the receipt of the complaint.

- 22.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Arbitrator is the person as provided in SCC.
- b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- e) “Procuring agency” means the party who employs the Service Provider
- f) “Foreign Currency” means any currency other than the currency of the country of the Procuring agency;
- g) “GCC” means these General Conditions of Contract;
- h) “Government” means the Government of the Punjab;
- i) “Local Currency” means Pak Rupee (PKR);
- j) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the Special Conditions to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Procuring agency under this Contract;
- k) “Party” means the Procuring agency or the Service Provider, as the case may be, and “Parties” means both of them;
- l) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- m) “Service Provider” is a person or corporate body whose Proposal to provide the Services has been accepted by the Procuring agency;
- n) “Service Provider’s Proposal” means the completed Proposal document submitted by the Service Provider to the Procuring agency
- o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- p) “Specifications” means the specifications of the service included in the Proposal document submitted by the Service Provider to the Procuring agency
- q) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of services, Proposal document and attached Annexure “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan. All present PPRA rules and all future amendments if any would be applicable on the contract / agreement.

1.3 Language

This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Annexure – E.

1.6 Authorized Representatives

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 Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the Procuring Agency

The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency including AG Office Auditors, if so or as and when required. Any penalties, taxes, fees or levies of any sort pointed out by any audit team / auditors (internal or external), the service provider must settle the same immediately and not later than 7-days from the date of demand by the procuring agency.

1.8 Taxes and Duties

The Service Provider and their Personnel shall pay all such taxes, duties, fees, and other impositions as may be levied under the Applicable Law from time to time.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Work Program

Before commencement of the Services, the Service Provider shall submit to the Procuring agency for approval a Work Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Work Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services within seven (07) days after the date of the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties [in some exceptional circumstances](#).

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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.

2.6 TERMINATION

2.6.1 By the Procuring agency

The Procuring agency may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Procuring agency may have subsequently approved in writing;
- b) If Service Provider stops paying all or any types of dues timely despite of reminder/s.
- c) If Service Provider or its staff / workers get involved in any misconduct such as overcharging to visitors or involve in any theft of vehicles or its contents / parts, the procuring agency have the right to recover all losses or serve a notice of termination in case of no settlement satisfactorily followed by legal action if not settled amicably.
- d) if the Service Provider become insolvent or bankrupt;
- e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less forty-five (45) days; or
- f) if the Service Provider, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this sub-clause, the terms set forth constitute corrupt or fraudulent activity:
 - i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, service provider or contractor 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;
 - ii) “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;
 - iii) “collusive practices” is an arrangement among service providers (prior to or after proposal submission) designed to establish proposal 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;
 - iv) “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;

- v) “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 Client’s inspection and audit rights.

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Procuring agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

2.6.2 By the Service Provider

if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and Scope of Services, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring agency, and shall at all times support and safeguard the Procuring agency’s legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider’s sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) During the term of this Contract, neither the Service Provider nor their Subcontractors shall hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to service provider to perform any activity under this

Contract;

- (c) after the termination of this Contract, such other activities as may be **specified in the SCC.**
- 3.3 **Confidentiality**
The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring agency's business or operations without the prior written consent of the Procuring agency.
- 3.4 **Insurance to be Taken Out by the Service Provider**
The Service Provider (a) may take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring agency, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring agency's request, shall provide evidence to the Procuring agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 **Service Provider's Actions Requiring Procuring agency's Prior Approval**
The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:
(a) entering into a subcontract for the performance of any part of the Services,
(b) appointing such members of the Personnel not listed by name in Scope ("Key Personnel"),
(c) changing the Program of activities; and
(d) any other action that may be **specified in the SCC.**
- 3.6 **Reporting Obligations**
The Service Provider shall submit to the Procuring agency the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.
- 3.7 **Documents Prepared by the Service Provider to Be the Property of the Procuring agency**
All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring agency, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring agency, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**
- 3.8 **Liquidated Damages**
- 3.8.1 **Payments of Liquidated Damages**
The Service Provider shall pay liquidated damages to the Procuring agency at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.8.2 **Liquidated Damages due to Lack of performance**
If the Service Provider has not corrected a Defect within the time specified in the Procuring agency's notice, a liquidated damage for lack of performance will be paid by the Service Provider. The amount to be paid will be **specified in the SCC.**

4. SERVICE PROVIDER'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of

engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Scope of services.

4.2 Removal and/or Replacement of Personnel

a) If the Procuring agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring agency.

b) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PROCURING AGENCY

5.1 Assistance and Exemptions

The Procuring agency shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Services and Facilities

The Procuring agency shall make available to the Service Provider the services and facilities listed under Scope of Services. Provision of site free from all encumbrances for construction activity shall be the responsibility of the Procuring Agency.

6. PAYMENTS TERMS

6.1 Payment

The Service Provider shall charge fixed rates as specified in Form of Contract and any overcharge will trigger the penalty of Rs. 2000/- per event and may also cause termination if recurrence continues despite of warnings and charging of penalties.

Lump-Sum Remuneration

The Service Provider shall pay a fixed lump-sum amount within the prescribed timeline as specified in the Form of Contract to the Procuring Agency. Notwithstanding anything herein, the Service Provider shall at its own cost carry out the Services described in scope of services of Proposal document.

6.2 Contract Price

The price Rupees (PKR) is set **forth in Form of Contract**, payable to the Procuring Agency in Pak

6.3 Payment for Additional Services

For the purpose of determining the price for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the price is to be provided in BDS / FIN-2.

7. QUALITY CONTROL

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring agency shall be as **indicated in the SCC and scope of services**. The Procuring agency shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring agency considers may have a Defect.

7.2 Correction of Deficiencies, and Non- Performance Penalty

- (a) The Procuring agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.
- (b) Every time notice of Deficiency is given, the Service Provider shall correct the notified Deficiency within the length of time specified by the Procuring agency's notice.
- (c) If the Service Provider has not corrected a Deficiency within the time specified in the Procuring agency's notice, the Procuring agency will assess the cost of having the Deficiency corrected, the Service Provider will pay this amount, and a Penalty for Non-Performance calculated as described in Sub- Clause 3.8.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

1 If any dispute arises between the Procuring agency and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Arbitrator within 14 days of the notification of disagreement of one party to the other.

8.3 The Arbitrator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

ARBITRATOR

- 9** In case of any dispute between the Procuring Agency and the service provider(s) the matter shall be referred to the Arbitrator. Secretary Health, Specialized Healthcare and Medical Education Department will be the Arbitrator. The decision of the Arbitrator shall be final and binding on the agency and the service providers to accept and abide.
- 10.** In case the successful bidder does not deposit the following within 14 days of the issuance of advance acceptance, the Procuring Agency will have the right to cancel the bid/contract and forfeit the bid security.
 - i. Stamp duty @ 0.25% of total contract value.
 - ii. Performance Guarantee @ 10% of total contract value.
- 11** The Service Provider shall abide all the rules and regulations of Punjab Food Authority regarding cleanliness hygiene, quality control and physical and mental health of staff.

SPECIAL CONDITIONS OF CONTRACT

Number of GC	Supplements to, Clauses in the General Conditions of Contract																								
09	The Arbitrator is: Secretary, Specialized Healthcare & Medical Education Punjab																								
1.1	The Service Provider name is: [Insert the Name of Service Provider]																								
1.1	The Procuring agency is : [MAYO HOSPITAL, LAHORE]																								
1.2	The Applicable Law is: <u>Laws of Islamic Republic of Pakistan</u>																								
1.3	The language is: <u>English</u>																								
	<p>The addresses are: Procuring agency: Mayo Hospital Lahore, Lahore</p> <p>Attention: <u>Chief Executive Officer, Mayo Hospital, Lahore.</u></p> <p>Tel: 042-99211122</p> <p>Email: mayohospitallahore@gmail.com</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Tel: _____</p> <p>Email: _____</p>																								
2.1	The tentative date on which this Contract shall come into effect is _____.																								
2.2.2	The tentative Starting Date for the commencement of Services is _____.																								
2.3	<p>The Intended Completion Date is:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sr. #</th> <th style="width: 70%;">Description</th> <th style="width: 25%;">Intended Completion Date (from Starting Date)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Mobilization of Service Provider</td> <td style="text-align: center;">Within 7 days</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Renovation of Canteen facility or facilities including wash rooms and hand washing Facilities</td> <td style="text-align: center;">Within 15 days</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Procurement, supply, installation and commissioning of air conditioners</td> <td style="text-align: center;">Within 21 days</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Procurement, supply and installation of furniture, chairs, tables, crockery and utensils</td> <td style="text-align: center;">Within 21 days</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Procurement, supply, installation and commissioning of electrical appliances, fitting and fixtures</td> <td style="text-align: center;">Within 15 days</td> </tr> <tr> <td style="text-align: center;">6.</td> <td>Procurement, supply, installation and commissioning of kitchen appliances</td> <td style="text-align: center;">Within 15 days</td> </tr> <tr> <td style="text-align: center;">7.</td> <td>Mobilization of Key Personnel including qualified Chef, Manager, waiters and cleaners</td> <td style="text-align: center;">Within 21 days</td> </tr> </tbody> </table>	Sr. #	Description	Intended Completion Date (from Starting Date)	1.	Mobilization of Service Provider	Within 7 days	2.	Renovation of Canteen facility or facilities including wash rooms and hand washing Facilities	Within 15 days	3.	Procurement, supply, installation and commissioning of air conditioners	Within 21 days	4.	Procurement, supply and installation of furniture, chairs, tables, crockery and utensils	Within 21 days	5.	Procurement, supply, installation and commissioning of electrical appliances, fitting and fixtures	Within 15 days	6.	Procurement, supply, installation and commissioning of kitchen appliances	Within 15 days	7.	Mobilization of Key Personnel including qualified Chef, Manager, waiters and cleaners	Within 21 days
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3.8.1	The liquidated damages rate is 0.05 % per day of the Total Contract Value. The maximum amount of liquidated damages for the whole contract shall not exceed 10% of the total Contract Price
3.8.2	In case of any Liquidated Damages and/or penalties imposed on the Service Provider, the Service Provider upon written instruction of the Procuring Agency shall pay such amount(s) within 14 days of receipt of such instruction. The payment of Liquidated Damages and /or Penalties shall not release the Service Provider from performance of its obligation under the Contract.

UTILITY CHARGES:

Gas and Water & Sewerage charges are as under which are amendable by the CMC in case of any increase of Govt. levy/tax etc. as CMC deem fit and Service Provider must abide by the decision of CMC.

Sr. #	Particulars	Sui Gas Charges	Water & Sewerage	Electricity Charges
1.	Emergency Block Canteen	1,200,000/- Annual	225,000/- Annual	As per meter reading
2.	Children Block Canteen	750,000/- Annual	90,000/- Annual	As per meter reading
3.	Nursing Hostel Canteen	750,000/- Annual	75,000/- Annual	As per meter reading
4.	Eye Ward Canteen	750,000/- Annual	90,000/- Annual	As per meter reading
5.	Doctor's Cafeteria (AVH)	300,000/- Annual	75,000/- Annual	As per meter reading

SCHEDULE OF PAYMENTS& REPORTING MECHANISM SCHEDULE OF PAYMENTS:

Sr. #	Payment	Payment Schedule
1.	1 st Installment – 40 % contract amount	Upon Signing of the Contract
2.	2 nd Installment - 30% of Contract amount	Within 90 days of the signing of the Contract
3.	3 rd Installment - 30% Contract amount	Within 180 days of the signing of the Contract

Note:

Advance Income Tax will also be deposited alongwith 1st installment of contract money; otherwise penalty will be imposed as per rules & regulation of F.B.R.

FINES & PENALTIES

Sr. #	Description	Fine Amount (Rs.)
1.	Cleanliness	2000/- per complaint
2.	Worker without Uniform	500/- per worker per inspection
3.	Medical Certificate not submitted	1000/- per worker per inspection
4.	COVID-19 Vaccination of workers/ staff	500/- per worker per inspection
5.	Ensure SOPs of cooking healthy hygienic food	5000/- per complaint
6.	Holidays without Govt. Holidays	10,000/- per day
7.	Un resolved public complaint (misconduct / misbehavior)	3000 per complaint
8.	Any other unsatisfactory performance under the contract or non-compliance	5000 per event
9.	Any strike or protest from the service provider will lead to termination of the contract.	
10.	In case of any Liquidated Damages and/or penalties imposed on the Service Provider, the Service Provider upon written instruction of the Procuring Agency shall pay such amount(s) within 14 days of receipt of such instruction. The payment of Liquidated Damages and /or Penalties shall not release the Service Provider from performance of its obligation under the Contract.	
11.	In case of fine / penalty imposed by Food Authority Hospital will not impose any fine on same issue but if the canteen is sealed by Food Authority or any other authority other than hospital fine Rs. 10,000/- of fine and penalties will be imposed.	

**CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE**

Annexure - C

Appendix A — Rate List of Edibles and Food Items & Reporting Mechanism.

(Mention indicative price list with items which will be negotiated and got approved by the Canteen Management Committee (CMC) once the bidder is qualified technically and financially and thereafter every quarter till the expiry of the contract.)

Sr. No.	Description of Items	Rate (PKR)	Sr. No.	Description of Items	Rate (PKR)
1.	Slice Bread	10	34.	Chicken Leg Fried Rice	140
2.	Sandwich Toast	50	35.	Yougurt (Big Bowl)	
3.	Simple Roti	15	36.	Yougurt (Small Bowl)	
4.	Simple Paratha	40	37.	Chicken Qourma	200
5.	Allo Wala Paratha	50	38.	Chicken Bonless (100 Gram)	10
6.	Boiled Egg in Summer	30	39.	Chicken Achari (100 Gram)	10
7.	Boiled Egg in Winter	35	40.	Chicken Chest Piece	160
8.	Omelet	30	41.	Chicken Leg Piece	160
9.	Bharji		42.	Chicken Karahi (500 Gram)	600
10.	Chai	35	43.	Chicken Karachi Plate	250
11.	Coffee	80	44.	Mutton Karahi (500 Gram)	1800
12.	Lassi Glass (Big)		45.	Mutton Karahi Plate	
13.	Lassi Glass (Small)		46.	Dahi Bhala	90
14.	Chana Plate	70	47.	Fruit Chaat	100
15.	Halwa Poori (02 Nos)	45	48.	Channa Chaat	90
16.	Daal Chawal	150	49.	Pakora Plate	
17.	Chicken Biryani	230	50.	Simple Samosa	35
18.	Simple Biryani	140	51.	Chicken Samosa	
19.	Vegetable Plate	120	52.	Salad Russain	
20.	Chinese Rice	160	53.	Gol Gappa (01 Dozen)	
21.	Daal Plate	120	54.	Ice Cream (Big)	
22.	Ice Cream (Small)		55.	Anda Shami Burger	90
23.	Fries Plate (Big)	100	56.	Chicken Shawarma	150
24.	Fries Plate (Small)	60	57.	Club Sandwich	250
25.	Chapli Kabab (02 Nos)		58.	Chicken Sandwich	250
26.	Slush (Big)		59.	Zinger Shawarma	200
27.	Slush (Small)		60.	Chicken Tikka (4 pieces)	160
28.	Milk	Market Rate	61.	Malai Boti (4 Pieces)	160
29.	Simple Roll		62.	Chicken Seekh Kabab	140
30.	Chicken Roll		63.	Paratha Roll	1850
31.	Banana Shake	120	64.	Mango Shake	120
32.	Strawberry Shake	120	65.	Apple Shake	120
33.	Masammi Shake	150	66.	Anar Juice	300

NOTE:

- *All Rates are Negotiable.*
- *Canteen Management Committee shall Finalize Rates after award of the contract to the bidder within two weeks.*

Appendix B — Key Personnel, Utilities and Equipment

List under: B-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work, and staff-Months for each.

B-2 Tentative List of Equipment, with specifications, to be provided by Service Provider. service providers shall provide brochure/sample at time of Proposal opening. Procuring agency will assess the sample/brochure. Service provider will provide approved sample if the contract is awarded to him

B-1

Sr. No	Manpower Description	Qualification & Experience	Nos.
1.	Chef	[to be inserted]	
2.	Manager	[to be inserted]	

SCOPE OF SERVICES

Terms of References (TORs) or Scope of Services

1. Introduction:

The Service Provider shall provide, render and ensure Canteen and Canteen Services as assigned by the Procuring Agency on **round-the-clock basis, 24 hours per day, 7 days per week including Sundays and holidays**. The Service Provider shall be required to perform at its own cost, all works and service which are necessary to manage the canteen and Canteen facilities including but not limited to, procurement, supply, storage, preparation of food items and provide sufficient furniture in the Canteen which shall be either new or in good condition acceptable to the Canteen Management Committee. and other duties as outlined in this Scope of Services. Unless directed by Procuring Agency, the requirements of this shall **continue uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters** (natural, deliberate, or accidental).

2. SCOPE OF SERVICE:

The Scope of works including but not limited to the following;

- 2.1 The Service Provider shall be bound to sell only those food items that are fresh, freshly prepared, well within the expiry and of good brands and are being sold at three leading brand stores of the city. The brands should be approved by the Canteen Management Committee including raw materials used will also be decided by the committee. Water being sold at canteens should be of the leading three brand companies and approved by CMC . These items should be approved by the Punjab Food Authority.
- 2.2 The selling price of each food item must be reasonable and should not be more than the price being charged outside hospital if not less. All items sold in the Canteen shall not be sold beyond their retail prices & will be provided at subsidized rates to employees / attendants in Mayo Hospital, Lahore. The rates should be finalized by the Canteen Management Committee after 1-Months.
 - i) The advantage of having canteens at Mayo hospital should be reflected in the unit rates of food items and subsidized rates shall be charged and the implementation report should be sent on weekly basis by Canteen Management Committee & further sent their report along with their recommendation (if any) to the Chief Executive Officer. Dietitian of the hospital will be secretary of the canteen management committee.

- ii) Quality of food items shall be of the essence of this agreement and shall not, in any case, be compromised. If anyone gets affected by the use of any sub-standard commodities provided by the Service provider neither the Procuring Agency nor the Hospital shall be responsible for this and it shall be sole responsibility of the Service Provider to pay compensation etc., to the affected person(s) and face litigation, if any, due to the poor quality of the food/drinks etc. The instructions conveyed by the Punjab Food Authority from time to time shall be meticulously observed.
- 2.3 The Service Provider shall provide and maintain new crockery, utensils and furniture in the Canteen as per the requirement of the Canteen Management Committee. In case of any repair or replacement is required the Service Provider is bound to provide new items within three days.
- 2.4 The Service Provider shall be responsible to maintain and keep the entire canteens / cafeterias and kitchen clean at all times as per the criteria of Punjab Food Authority and also to decorate and maintain the area in good working condition.
- 2.5 The Service Provider shall be required to provide all necessary kitchen appliances including but not limited to fridge, freezer, microwave oven, stove, cooking range and any other accessories required for the provision of services
- 2.6 The Service Provider shall make necessary arrangement for providing clean and filtered cold drinking water to all the consumers and will also facilitate hand washing in the Canteen. The hand washing areas should be clearly demarcated, easy to locate and easy to use.
- 2.7 All staff working in the Canteen must be medically & physically fit to handle food. Moreover, the staff shall be properly groomed and trained for their jobs. Canteens Management Committee shall ensure the availability of medical certificate form and personal hygiene assessment form of every staff working in the canteen.
- 2.8 The staff shall wear clean white uniform or any other approved by the CMC in the Canteen and any staff member without proper uniform shall not be allowed to work inside the Canteen and/or kitchen. Further the relevant instructions issued by Punjab Food Authority from time to time shall be meticulously adhered by the staff.
- 2.9 The Service Provider shall provide adequate number of waiters for providing services.
- 2.10 The Service Provider shall be responsible for the disposal of waste / garbage collected in the Canteen in line with the Waste Management Rule 2014. Further, no waste shall be accumulated or scattered in the Hospital premises and will be packed in shoppers and properly disposed of and dustbins will be placed below each and every table and emptied on one hourly basis. The

service provider shall be responsible not to accumulate waste on the roofs of the canteen or adjoining areas.

- 2.11 The Service Provider shall be responsible for the payment of electricity and gas bills which are consumed in the Canteen. The Service Provider shall install separate sub-meters for the electricity.
- 2.12 The Service Provider shall, with the prior consent of Procuring Agency ensure and be responsible for installing, maintaining and replacing of;
- a) All best quality furniture, Sofas and seating arrangements.
 - a) All electrical fixtures which are required for the effective provision of services included LEDs, Fans, AC's, etc.
 - b) All sanitary fitting and fixtures including floor tiles, wall tiles, plumbing works, water closet, basin etc.
 - c) Air conditioning units in accordance with the space at each canteen / cafeteria.
 - d) Floor and wall tiles in the Canteen
- 2.13 The Service Provider shall use quality products in kitchen including but not limited to meat, chicken, cooking oil, ghee, tomato ketchup, juice and beverages, water, vegetables, spices, salt, sugar and other edible items. Such items and their respective brands shall be approved by the Canteen Management Committee prior to their purchase and will be those approved by Punjab Food Authority.
- 2.14 The Service Provider shall prepare a Standard Operating Procedure (SOP) for the storage of cooked and uncooked items which shall be submitted to the Procuring Agency for approval. The Canteens Management Committee shall ensure the compliance of these SOPs during their periodic surprise visits. The uncooked and cooked items shall be stored separately and service provider will submit plan with proposal.
- 2.15 The Service Provider shall be responsible for the supply, procurement and usage of all edible items. In case of any expiry, the Service Provider shall immediately remove such food product from the premises of the Hospital.
- 2.16 The Service Provider shall be responsible for the supply, procurement and storage of all consumables, including soap, dishwashing liquid etc. and other cleaning materials.
- 2.17 The Service Provider shall be strictly prohibited to use or sell any expired food product in the kitchen and /or store. In case of any expired product found within the vicinity of canteens/cafeterias the Cafeteria Management Committee shall have the right to impose penalties as mentioned separately or if not removed within the prescribed time may lead to termination of the Contract.
- 2.18 The Service Provider shall strictly comply with the standards and quality measure as stipulated

in Punjab Food Authority Act and any other applicable law or standard (RATE LIST ANNEXURE C)

- 2.19 The Service Provider shall conduct periodical 6 monthly medical checkups and also at employment of their employees from a Govt. Hospital including lab tests (typhoid, hepatitis B, C, HIV, and Syphilis etc.) and such reports shall be shared with the Canteen Management Committee and displayed at a prominent place in canteen. The Committee shall be responsible for keeping the upto date medical record of the employees of the service provider.
- 2.20 The Service Provider shall submit design theme, monthly menu and sitting arrangement with the Canteen Management Committee for approval before execution of services including waiting time as well.
- 2.21 The uniform provided to the staff members including manager, chef, receptionist, cashier and waiters shall be approved by the Canteen Management Committee.
- 2.22 The Service Provider shall provide adequate human resource depending on customer inflow rate. At minimum, the Service Provider shall provide one qualified Manager, one qualified Chef, sufficient number of trained waiters, cleaners. It should be physically verified by the Canteen Management Committee on monthly basis.
- 2.23 The Service Provider will develop and modify, from time to time, a detailed operating plan for the management of Canteen and food court services. The Operating Plan will detail all aspects of operations including but not limited to sitting arrangement, food serving mechanism, complaint registration system and customer service procedures.
- 2.24 The Service Provider shall promptly notify any hazardous conditions that might appear to warrant action and report these conditions first by telephone to the security team in place, or if necessary to the authorized representative of the hospital.
- 2.25 The Service Provider shall provide identity cards to their working force.
- 2.26 The Service Provider shall be responsible for any damage to fixture of premises under his possession due to his or his staff's negligence.
- 2.27 The Service Provider shall provide and place a complaint book at a customer's convenient location in the Canteen to register the complaints/grievances of the customer. Such customer complaint shall be promptly addressed by the Service Provider with a follow up feedback mechanism. The Canteen Management Committee reserves the right to inspect such complaint book and in case of any unresolved complaint impose penalties to the Service Provider in accordance with rate mentioned in SCC of this Contract.

BID DATA SHEET

ITB CLAUSE	DESCRIPTION
1.4	Joint Venture / Consortium is not permissible.
16	The Intended Date for commencement of services is: <u>(10) Ten Days after the award of contract</u>
Page. 1	The name and identification number of the Contract is: HIRING OF FIRMS REGARDING CONTRACT OF DIFFERENT CANTEENS Proposal / Contract Number No:
07	The offer must be valid for 180 Days from the date of opening of bids.
Annex-B	The bidder shall have to quote the prices as per “Annexure-B” along with acceptance of Terms of Reference / Scope of work, otherwise offer of the firm will straight away be rejected.
13	The price shall be quoted in PKR.
12	Financial proposal should be prepared using the formats attached
17	Bid Security in the shape of CDR equivalent to 04% of estimated cost.
21	Single Stage-Two Envelope Bidding Procedure (38) (2) (a) shall be used for selection of Contractors.
N/A	Address for communication: Address for communication: For clarification purposes, the Procuring Agency address is: The Chief Executive Officer Mayo Hospital, Lahore. Ph: +92-42-99211134 Email: mayohospitallahore@gmail.com
24	Performance Security / Guarantee Performance Guarantee/CDR/Security equal to 10% of the contract amount for 01 year and will be released six months after the successful completion of the contract period and after getting NOC from Procuring Agency.
19	The deployment of Services completed in all aspects within 10 days from the date of signing of contract, while the Performance Guarantee and stamp duty must be submitted within 15 days from the date of issuance of Advance Acceptance of Tender (AAT).

ELIGIBILITY CRITERIA

The bidders fulfilling the following basic eligibility criteria shall only be considered for further evaluation (relevant documents to be attached):

PART-A MANDATORY PARAMETERS

- i. Copy of C.N.I.C
- ii. Copy of NTN, GST & Professional Tax Certificate
- iii. Copy of Bid Security / CDR
- iv. Under Taking Certificate that firm is not suspended / black listed / defaulter from any Government / Autonomy Institution at any time.
- v. Tender Documents alongwith Terms & Conditions which should be read carefully and signed & stamped each paper by the bidder.
- vi. The service provider shall have to provide undertaking that he will pay all applicable taxes imposed by the Government of the Punjab OR Government of the Pakistan at any time during the contract period and will not demand any extra financial favour from the procuring agency in this regards.
- vii. Tender Purchase Receipt (**Original**)
- viii. Valid license from Punjab Food Authority.
- ix. Undertaking on stamp paper that service provider will abide by all the rules and regulation of Punjab Food Authority.

TECHNICAL EVALUATION

PART-B ORDINARY PARAMETERS

Sr. #	PARAMETERS	MARKS
1.	Experience of Running & managing Cafe / Canteens in 1000 bed hospital. a) Experience More than 10 Years = 25 Marks b) Experience 05 to 10 Years = 15 Marks c) Experience Less than 05 Years = 05 Marks	25
2.	a) National / International Brand / Food Chain in Single City = 05 Marks b) National / International Brand / Food Chain in Multiple City = 05 Marks	10
3.	a) Income Tax Return Statement of consecutive preceding 3 years = 10 marks b) Company consecutive preceding 3 year audit report = 10 marks c) Sales Tax Return of consecutive preceding 3 years = 10 marks	30
4.	Number of professional staff of the organization a) More than 03 professional staff having relevant certified courses = 05 marks with documentary proof. b) Qualified Chef having degree/certification in relevant field = 05 marks with documentary proof.	10
5.	Bank statement for Financial Position for last three years Total Turn Over a) Less than 05 Million = 04 marks b) 05 to 10 million = 06 marks c) 11 to 15 million = 08 marks d) More than 15 Million = 10 marks	10
6.	a) ISO 9001 Registration Certificate (valid) = 7.5 marks b) ISO 22000 Registration Certificate (valid) = 7.5 marks	15

Qualifying Marks 70%

NOTE: Zero (0) marks should be given if the professional staff certificates less than 03 & Income Tax Return, Company Audit Report & Sales Tax Return consecutive preceding less than three years.

**CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE**

TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

To: [MAYO HOSPITAL, LAHORE]

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

We are submitting our 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 Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITB-8.
- (c) We have no conflict of interest in accordance with ITB-20.5.
- (d) We meet the eligibility requirements and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}:
_____ Na

me 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*

(Bid Security to be furnished by the Service provider in the amount specified in Bid Data sheet in the shape of CDR)

TECH-3: *TEAM/STAFF COMPOSITION*

{Please describe the structure and composition of your team/staff, including the list of the administrative and support staff. Share complete details, required in the form below, of staff that will be deployed for this service from existing staff on payroll of service provider. For new hiring, only list number, hiring methodology, time frame and criteria for hiring} The Canteens Management Committee (CMC) shall have the right to ensure that the enlisted staff is deployed in the Canteen/s by the Service Provider. However in case of failure the Canteens Management Committee have the right to take strict disciplinary action against the Service Provider. Further, CMC has the authority to impose the fine on Service Provider.

TECH-4: *Approach, Methodology, and 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 training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of this section}:

- a) Technical Approach and Methodology
- b) Work Plan (you may include CAD designs and details of plans, specifically asked in scope, in this section)
 - 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, if any (including interim approvals by the Client). 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.}
 - c) **Equipment Specification.** {Please describe the specifications of equipment which needs to be procured and installed as described in Section IV, “Scope of Services” that will be used for the purpose of this project. You may attach brochures of equipment. Please also specify the quantity of equipment that you are proposing. After award of the contract, service provider will be bound to provide the quantity and quality of equipment specified by him in this section}
 - d) A declaration to uplift the standards of premises share Canteens / Cafeteria is placed / located with a view to improve general tool, facilities, furniture including but not limited to re-construction renovation and refurbishment of each premises / location of all canteens / cafeterias.

TECH-5:

Organization and Experience

1. Individual Service providers Or Individual Members of Joint Ventures

Or

Sole Proprietor

Or

Partners

Or

Limited Companies

1.1 Constitution or legal status of Service provider: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Proposal: *[attach]*

1.2 Total annual volume of Services performed in five years, in the currency specified in the BDS: *[insert]*

1.3 Services performed as prime Service Provider on the provision of Services of a **similar nature and volume over the last five years**. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Name of client and country	Type of Services provided (brief description) and year of completion	Duration	Value of contract
{e.g., Ministry of}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }	e.g., Jan.2011–Apr.2012} – 15 Months	{e.g., PKR 3 mill}

1.4 Major items of Service Provider's Equipment/Gadgets/Tools proposed such as Oven, Fridges, Burners, and Hoods etc. for carrying out the Services. List all information in Section V (Specification).

Item or Equipment	Description, make and age	Condition (new, good, poor) and number available	Owned, leased or purchased

2. Additional Requirements

2.1 Service providers should provide any additional information required in the BDS and bidding documents.

FIN 1: Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding amount(s) currency(ies)} {Insert amount(s) in words and figures}, *inclusive of all taxes in accordance with Clause 25.3 in the Data Sheet*. The estimated amount of taxes is {Insert currency} {Insert amount **in words and figures**} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the 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 Proposal and Contract execution.

We understand you are not bound to accept any 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/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FIN 2: FINANCIAL MODEL

	COST
	{Service provider must state the proposed amount for financial evaluation in accordance with Clause 15 of the Bid Data Sheet }
	{Insert Currency}
Total amount paid to the Procuring Agency for the one year	
*Total Amount of the Contract	

* *Exclusive of all applicable taxes. Service provider may give breakdown of cost*

* *(Income tax as per rules defined by the FBR on services)*

* *The Financial assessment shall be done on the Total Amount of the Contract.*

**CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE**

DRAFT CONTRACT

**CONTRACT OF
CANTEENS**

BID FORM

Date: _____

Tender No: _____

Name of the Item: _____

To: *[Name and address of Procuring Agency]*

Respected Sir

Having examined the bidding documents including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to provide services as per scope mentioned under the above-named Contract in full conformity with the said bidding documents for the sum of [Total Bid Amount], [Bid Amount in words] and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to provide services as per scope mentioned in accordance with the service schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per the bidding documents.

Name and address of bidder Amount and Currency
(if none, state "none")."

Dated this day of, -----/-----/2023

Signature (in the capacity of)

Duly authorized to sign bid for and on behalf of Attachment

Canteen and Food Court Services

PREFACE

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Service Provider, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and 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 agreement will be agreed during clarification with the technical responsive service providers. The form and content of the negotiated contract are expected to conform closely to the draft Contract Agreement as included in these Proposal Documents. Service Providers will be expected to address all of the aspects of the General Conditions of Concession 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 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

DRAFT CONTRACT/ AGREEMENT

FORM OF CONTRACT

[Letterhead paper of the Procuring Agency]

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between,

CHIEF EXECUTIVE OFFICER, [INSERT NAME AND LOCATION OF MAYO HOSPITAL, LAHORE] (hereinafter called the “**Procuring Agency**”) and

[NAME OF SERVICE PROVIDER] having its registered office at (insert address of the Service Provider) (hereinafter called the “**Service Provider**”).

The Procuring Agency and the Service Provider hereinafter referred to individually as “**Party**” and collectively as the “**Parties**”

WHEREAS

- (a) the Procuring agency has requested the Service Provider to provide certain services as defined in the Scope of Services attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Procuring agency that they have the required professional skills, technical and financial resources, have agreed to provide the Services on the terms and conditions set forth in this Contract for amount of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - (a) the Letter of Acceptance;
 - (b) this Form of Contract
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Scope of Services;
 - (f) Performance Specifications and Drawings;
 - (g) Annexures; and
 - (h) the Service Provider’s Proposal
2. The mutual rights and obligations of the Procuring agency and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the Scope of Service and provisions of the Contract; and
 - (b) The Terms of Reference of Canteen Management Committee shall be formed and this bidding document shall be operated under those TORs.
 - (c) The Service Provider shall charge the rates of edible items to be sold with the approval of Canteens Management Committee (CMC). The CMC is authorized to review such rates considering the market forces.

- (d) The Canteens Management Committee shall define the frequency of surprise visits of the canteens in a month/quarter to check the compliance of the instructions contained in the bidding document/contract. The Committee shall submit their surprise visit report along with their recommendation (if any) to the Chief Executive Officer.
 - (e) The Procuring agency shall provide the possession of land/areas to the Service Provider in accordance with the provisions of the Contract. The Canteen Management Committee in its periodic surprise visits shall ensure that service provider is operating in the prescribed area as specified in the bidding document/contract.
 - (f) The Service Provider shall be responsible to develop, maintain, renovate & upgrade the Canteen to a reasonably good condition at its own cost in line with the guidelines of Punjab Food Authority and Hospital Management. Canteens Management Committee (CMC) will examine & approve the set up during 1st month of start of contract.
 - (g) ***A performance guarantee / security @ 10% of contract amount shall be deposited by the contractor or otherwise as instructed by the Procuring agency. The Performance Security shall be extended each year before 28 days of its expiry date and will remain with the Procuring Agency till the satisfactory completion of contractual obligations.***
3. The duration of the Contract shall be one (1) years commencing from the signing of this Agreement. The Agreement may be extended for a period as mutually agreed by the Parties in writing.

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]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[Name of member] [Authorized Representative]