



MAYO HOSPITAL, LAHORE


DRAFT

OF

BIDDING DOCUMENTS

FOR

**HIRING OF FIRMS FOR MANAGEMENT OF
PARKING AND TRAFFIC CONTROL
SERVICES IN MAYO HOSPITAL LAHORE.**


CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE



MAYO HOSPITAL, LAHORE

INVITATION FOR BIDS TRAFFIC CONTROL & PARKING SERVICES FOR THE FINANCIAL YEAR 2023-24

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

Sr. #	Required Service	Tentative Scope Of Service
01	Outsourcing of Parking and Traffic Control Services in Mayo Hospital, Lahore.	Management of Parking and Traffic Control Services for all types of Vehicles entering Mayo Hospital such as Motorcycles, Cars, Loader Raksha, Chingche, Pickup, Truck & Mazda etc. ensuring systematic traffic flow inside hospital premises with safety and security of vehicles in a professional manner.

2. PRE-BID MEETING

- The prospective bidders are hereby notified to attend the meeting with CEO and bid document committee on **01/06/2023** 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 parking will be uploaded on PPRA as well as Mayo Hospital website on **08/06/2023**. 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 **22/06/2023** 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 (mentioned in bidding document) 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.

TABLE OF CONTENTS

INVITATION FOR BIDS	02
INSTRUCTIONS TO BIDDER.....	06- 09
<ul style="list-style-type: none"> ❖ Bid Security ❖ Bidding Method and Evaluation ❖ Bidding Method ❖ Rejection of Bids ❖ Performance Security / Guarantee ❖ Bid Evaluation ❖ Technical Evaluation ❖ Financial Evaluation ❖ Redressal of Grievances 	
GENERAL CONDITIONS OF CONTRACT	10 - 11
1. GENERAL PROVISIONS <ul style="list-style-type: none"> ❖ Definitions ❖ Applicable Law ❖ Language ❖ Notices ❖ Location ❖ Authorized Representatives ❖ Inspection and Audit by the Procuring Agency ❖ Taxes and Duties 	
2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT <ul style="list-style-type: none"> ❖ Effectiveness of Contract ❖ Commencement of Services ❖ Work Program ❖ Starting Date ❖ Intended Completion Date ❖ Force Majeure ❖ Definition ❖ No Breach of Contract ❖ Extension of Time ❖ Termination ❖ By the Procuring agency ❖ By the Service Provider 	11 - 12
OBLIGATIONS OF THE SERVICE PROVIDER	13 - 14
<ul style="list-style-type: none"> ❖ General ❖ Conflict of Interests ❖ Service Provider Not to Benefit from Commissions and Discounts. . ❖ Service Provider and Affiliates Not to be Otherwise Interested in 	

<ul style="list-style-type: none"> ❖ Project ❖ Prohibition of Conflicting Activities ❖ Confidentiality ❖ Insurance to be Taken Out by the Service Provider ❖ Service Provider's Actions Requiring Procuring agency's Prior Approval ❖ Reporting Obligations ❖ Liquidated Damages ❖ Payments of Liquidated Damages ❖ Liquidated Damages due to Lack of performance 	
SERVICE PROVIDER'S PERSONNEL <ul style="list-style-type: none"> ❖ Description of Personnel ❖ Removal and/or Replacement of Personnel 	14
OBLIGATIONS OF THE PROCURING AGENCY <ul style="list-style-type: none"> ❖ Assistance and Exemptions ❖ Services and Facilities 	14
PAYMENTS TERMS <ul style="list-style-type: none"> ❖ Payment ❖ Lump-Sum Remuneration ❖ Contract Price ❖ Payment for Additional Services 	15
QUALITY CONTROL <ul style="list-style-type: none"> ❖ Identifying Defects ❖ Correction of Deficiencies, and Non- Performance Penalty 	15
SETTLEMENT OF DISPUTES <ul style="list-style-type: none"> ❖ Amicable Settlement ❖ Dispute Settlement 	15
ARBITRATOR	16
Performance Security & Stamp Duty	16
SPECIAL CONDITIONS OF CONTRACT	17 - 18
Payment Schedule	19
SCOPE OF SERVICE <ul style="list-style-type: none"> ❖ Introduction ❖ Contextual information ❖ Scope of Service for Parking & Traffic Control Services ❖ Installation and Development Works ❖ Operations and Maintenance 	20 - 23
BID DATA SHEET	24 - 25
ELIGIBILITY CRITERIA	26 - 27

TECH-1: Technical Proposal Submission Form	28
TECH-2: PROPOSAL SECURITY	29
TECH-3: Team/Staff Composition	30
TECH-4: APPROACH, METHODOLOGY, AND WORK PLAN	31
TECH-5: Organization and Experience	32
FIN-1: Financial Proposal Submission Form	33
FIN-2: FINANCIAL MODEL	34
FORM OF PERFORMANCE SECURITY	35 – 36
BID FORM	38
DRAFT CONTRACT/ AGREEMENT	39 - 41

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/-.
 - 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)
2. 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.
3. 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.
4. For the purpose of preparing the bid, the interested bidders are allowed to visit the site to conduct the survey and relevant assessments.
5. The bidders shall submit technical and financial proposals in separate sealed envelopes in one sealed envelope on or before **22/06/2023, at 10:30 A.M** in the Committee Room (Admin Block) of Mayo Hospital, Lahore. In preparing the technical proposal, the bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at bidder's risk and may result in rejection of the proposal.
6. 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 present in the bid opening.
7. 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 BDS. Supporting documents and printed literature furnished by the Bidder may be in same language.
8. The offer must be valid for **180 Days** from the last date of submission of bids.
9. 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.



10. After submission, no amendments in the technical or financial proposal shall be permitted.
11. 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.
12. 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.
- 12.1 Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialed.
- 12.2 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.
- 12.3 While tendering your 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.
13. 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.
14. Conditional discounts shall not be considered in evaluation.
- 14.1 **Bid Security** – In the shape of CDR equivalent to 02% which are as under
i.e Rs.834,900/- of total estimated cost of Rs.41,745,000/- in the name of “Chief Executive Officer, Mayo Hospital, Lahore”.
- 14.2 Original CDR of bid security should be enclosed with financial bid and its photocopy should be attached with technical bid.
- 14.3 The currency used for the purpose of this document is PKR (Pakistani Rupees).
15. The award of the contract shall be valid for **one (01) year** from the date of signing the contract.
16. The contract between the Procuring Agency and the Service Provider can be extended, but this extension will only be given if there is procedural delay in new tendering process for next financial year OR award of contract.
- 16.1 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
17. The Service Provider will enter into contract within **ten (10) days** after issuance of Letter of Award / Advance Acceptance of Tender.
18. The Service Provider must quote the Contract Title and include the following declarations:
- 18.1 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.
- 18.2 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.
- 18.3 We confirm that the enclosed hard copy of the technical proposal is true and has complete copy of these documents.
- 18.4 We confirm that Service Provider will be available to undertake the services.
- 18.5 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.
- 18.6 We confirm that the Service Provider:
- 18.6.1 Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency or financial standing.
- 18.6.2 Have not been convicted of any offence concerning professional misconduct.
- 18.6.3 Have not been convicted of corruption the offence of bribery.
- 18.6.4 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.
- 18.7 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

19. Bidding Method

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

20. Rejection of Bids

- 20.1 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)
- 20.2 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.
- 20.3 The bidders shall be promptly informed about the rejection of the bids, if any.
- 20.4 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/- each tender.
- 20.5 The number of copies of the Proposal to be completed and returned shall be: One (1) original

21. Performance Security / Guarantee

The successful bidder shall deliver to the Procuring Agency a performance security in the form / shape of CDR OR Bank Guarantee 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.

21.1 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.

22. Bid Evaluation

22.1 If the technical component achieves 70% points in part-B and Part-C respectively (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.

Part-C will be evaluated by a special committee constituted by CEO for this purpose.

Passing marks of Part-C will be 21/30. The firm failing to pass in part-C will be considered Non-Responsive.

22.2 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.

22.2.1 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.

22.2.2 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.


23. Redressal of Grievances

23.1 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.

23.2 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.

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

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



GENERAL CONDITIONS OF CONTRACT

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 Scope of services, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring agency may approve.

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 shall pay 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 (10) 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 2.5, 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 Force Majeure

2.4.1 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.

2.4.2 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 TERMINATION

2.5.1 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 2.5.1:

- a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) 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 sixty (60) 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.

2.5.2 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.

The Service Provider may request for termination of the 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 2.4.2:

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.

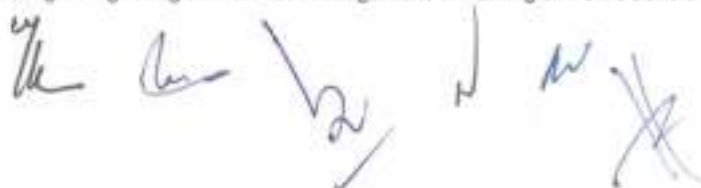
4.2 Removal and/or Replacement of Personnel

- 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



- 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 parking rates as specified in Form of Contract and any overcharge will trigger the penalty (as per SCC) of minimum Rs.2,000/- per complaint and maximum Rs.20,000/- per complaint, depending on the Severity 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 as per 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**

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.

9. ARBITRATOR

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.





SPECIAL CONDITIONS OF CONTRACT (SCC)

Number of GC Clause	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 near Neela Gumbad, Lahore</p> <p>Attention: <u>Chief Executive Officer, Mayo Hospital, Lahore.</u></p> <p>Tel: 042-99211122 Email: mayohospitallahore@gmail.com</p> <p>Service Provider: _____ Attention: _____ Tel: _____ 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: 10%;">Sr. No.</th><th style="width: 50%;">Description</th><th style="width: 40%;">Intended Completion Date</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td><td>Installation of E-Ticketing Machines at all entry and exit points along with arm gates/barriers</td><td>30 days from the Starting of Contract Date</td></tr> <tr> <td style="text-align: center;">2.</td><td>Development of Parking areas Completed</td><td>90 days from the Starting of Contract Date</td></tr> <tr> <td style="text-align: center;">3.</td><td>Installation of CCTV cameras and surveillance system</td><td>30 days from the Starting of Contract Date</td></tr> </tbody> </table>	Sr. No.	Description	Intended Completion Date	1.	Installation of E-Ticketing Machines at all entry and exit points along with arm gates/barriers	30 days from the Starting of Contract Date	2.	Development of Parking areas Completed	90 days from the Starting of Contract Date	3.	Installation of CCTV cameras and surveillance system	30 days from the Starting of Contract Date
Sr. No.	Description	Intended Completion Date											
1.	Installation of E-Ticketing Machines at all entry and exit points along with arm gates/barriers	30 days from the Starting of Contract Date											
2.	Development of Parking areas Completed	90 days from the Starting of Contract Date											
3.	Installation of CCTV cameras and surveillance system	30 days from the Starting of Contract Date											



3.8.1	The liquidated damages rate is <u>0.05 %</u> 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.																				
	Fine & Penalties																				
	<table><tr><th>Sr. No</th><th>Description</th><th>Performance Liquidated Damages (Pakistani Rupees)</th></tr><tr><td>1.</td><td>personnel(s) deployed under the contract is (are) absent</td><td>PKR 500/per worker per absent</td></tr><tr><td>2.</td><td>public complaint (misconduct / misbehavior / overcharging)</td><td>Minimum PKR. 2,000/- and maximum PKR.20,000/- per complaint, depending on the Severity</td></tr><tr><td>3.</td><td>Any other unsatisfactory performance under the contract</td><td>Minimum PKR 10,000/event depending on the severity and it may lead to the termination of contract</td></tr><tr><td>4.</td><td>If rate list is not displayed properly and at prominent place</td><td>PKR. 5,000/- per inspection</td></tr><tr><td>5.</td><td>If the lifter is not available in the hospital</td><td>PKR. 5,000/- per day</td></tr></table>	Sr. No	Description	Performance Liquidated Damages (Pakistani Rupees)	1.	personnel(s) deployed under the contract is (are) absent	PKR 500/per worker per absent	2.	public complaint (misconduct / misbehavior / overcharging)	Minimum PKR. 2,000/- and maximum PKR.20,000/- per complaint, depending on the Severity	3.	Any other unsatisfactory performance under the contract	Minimum PKR 10,000/event depending on the severity and it may lead to the termination of contract	4.	If rate list is not displayed properly and at prominent place	PKR. 5,000/- per inspection	5.	If the lifter is not available in the hospital	PKR. 5,000/- per day		
Sr. No	Description	Performance Liquidated Damages (Pakistani Rupees)																			
1.	personnel(s) deployed under the contract is (are) absent	PKR 500/per worker per absent																			
2.	public complaint (misconduct / misbehavior / overcharging)	Minimum PKR. 2,000/- and maximum PKR.20,000/- per complaint, depending on the Severity																			
3.	Any other unsatisfactory performance under the contract	Minimum PKR 10,000/event depending on the severity and it may lead to the termination of contract																			
4.	If rate list is not displayed properly and at prominent place	PKR. 5,000/- per inspection																			
5.	If the lifter is not available in the hospital	PKR. 5,000/- per day																			
	In case of any type of damage or loss to a vehicle of any type parked inside the hospital or its theft, the service provider will settle / pay all the damages and ensure recovery / repair / replacement of parts / vehicle etc. to the owner's satisfaction. In case of failure within 7-days after the event, the service provider would also be charged Rs.10,000/- per week until the loss is completely paid up / settled / recovered.																				
	The amount in Pak Rupees is: [INSERT THE CONTRACT PRICE]																				
	The Service Provider shall charge the token fee per 24 hrs. in accordance with below mentioned rates;																				
	Note:																				
	<table><tr><th>Sr. No.</th><th>Detail of Vehicles</th><th>Parking Fee</th></tr><tr><td>1</td><td>Truck, Mazda</td><td>Rs. 50.00</td></tr><tr><td>2</td><td>Car / Jeep / Loader Rikshaw</td><td>Rs. 30.00</td></tr><tr><td>3</td><td>Auto Rikshaw, Chingche,</td><td>Rs. 20.00</td></tr><tr><td>4</td><td>Motor Cycle / Scooter</td><td>Rs. 20.00</td></tr></table>	Sr. No.	Detail of Vehicles	Parking Fee	1	Truck, Mazda	Rs. 50.00	2	Car / Jeep / Loader Rikshaw	Rs. 30.00	3	Auto Rikshaw, Chingche,	Rs. 20.00	4	Motor Cycle / Scooter	Rs. 20.00					
Sr. No.	Detail of Vehicles	Parking Fee																			
1	Truck, Mazda	Rs. 50.00																			
2	Car / Jeep / Loader Rikshaw	Rs. 30.00																			
3	Auto Rikshaw, Chingche,	Rs. 20.00																			
4	Motor Cycle / Scooter	Rs. 20.00																			
	Time must be mentioned on slip. Double charge will be done after 24 hrs. of parking time not after 12 midnight. The parking fee must not be more than the fee decided by Lahore Parking Authority.																				

CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE

Page 18 of 42

PAYMENT SCHEDULE

Sr. No.	Year of Contract	Amount in Pak Rupees	Date of Payment	Discussion
1.	1 year of Contract	1 st Installment of 40% of 1 st year contract amount	Upon Signing of the Contract	
2.		2 nd Installment of 30% of 1 st year of Contract amount	Within 90 days of the signing of the Contract	
3.		3 rd Installment of 30% of 1 st year of Contract amount	Within 180 days of the signing of the Contract	

NOTE:

In case of late payment (one week after due date) a fine of Rs.5,000/- per day will be imposed on service provider for each day above schedule payment.


CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE


SCOPE OF SERVICE

1. Introduction:

The Service Provider shall provide, render and ensure Parking & Traffic Control Services as assigned by the Authority 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 parking and traffic control facilities including but not limited to, designing, procurement, construction & development of designated parking facilities, procurement and installation of E-Ticketing Machine, CCTV cameras, vehicle surveillance system, parking security regarding vehicles and other duties as outlined in this Scope of Services. Unless directed by Authority, 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. Contextual information

a. Mayo Hospital Lahore

Mayo Hospital Lahore is located near to Neela Gumbad, Nisbat Road, Lahore.

3. Scope of Service for Parking & Traffic Control Services

The Service Provider shall have to provide round-the-clock parking and traffic control services in the vicinity of Mayo Hospital Lahore.

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

- i. Develop a parking and visitor management plan in coordination with Mayo Hospital management
- ii. Provision of Parking Facilities and Maintenance (detailed TORs on parking below).
- iii. Regulate parking area by providing parking attendants to work in parking area, located in the hospital facility.
 - a) Atleast 30 persons shall be provided for traffic control in this hospital, separate from staff deputed at gates. (Morning – 15, Evening – 10 & Night – 05)
- iv. Undertake basic development of parking facilities including the parking barriers (where required), signage and demarcation of parking areas. The Service Provider shall use existing parking facilities, where available, and develop new where necessary.
- v. Parking for each facility in zone may or may not be awarded at time of contract. The decision lies with Procuring Agency

- vi. The Service Provider shall be responsible for the appointment of qualified and skilled staff to perform the Services under this Contract.

3.1 Installation and Development Works:

The Service Provider shall perform the works which includes but not limited to;

- 3.1.1 Installation of E-Ticketing machine and provision of Vehicle Surveillance System at gate No. 1 & gate No. 2 round the clock (24/7/365)
- 3.1.2 There must be atleast 3 booths for ticketing purpose in a row for cars and separate booth for bikes.
- 3.1.3 There must be automatic tag readable system (M-Tag) for hospital staff.
- 3.1.4 Enforcement (Enforcement Officers deployed on foot), Clamping & Removals, Enforcement Control Centre along with software & hardware, and multi-purpose vehicle counting.
- 3.1.5 Setup of Command and Control Centre / Monitoring Room equipped with CCTV & software based surveillance.
- 3.1.6 Install surveillance CCTV camera at necessary location which includes but not limited to entry and exit points, parking facility areas, Outpatient Department, emergency, to monitor traffic flow and parking areas.
- 3.1.7 Atleast two Car removal Truck / lifter must be available (24/7) to lift / remove the vehicle parked at wrong place / non parking area / obstructing the road.
- 3.1.8 Installation of Road Blockers and Tire Busters, where required, as per the traffic management plan.
- 3.1.9 Infrastructure development of designated parking areas which includes but not limited to leveling of allocated land, installation of road pavers, installation of curb stone as dividers, road lining & painting.
- 3.1.10 Installation of Gates Barrier / Lift Arm Gates / Slide Gates / Swing Gates, for the efficient management of traffic.
- 3.1.11 Development of parking area (50% for staff and 50% for general public) opposite Quaid-e-Azam Musafir Khan, Doctors car parking and Liver Clinic or any other place decided by the hospital authority.
- 3.1.12 Rotary parking approximately 20 numbers may be installed.

3.2 Operations and Maintenance:

- 3.2.1 The Service Provider will develop and modify, from time to time, a detailed operating plan for the Parking System with the permission of hospital authority. The Operating Plan will detail all aspects of operations including but not limited to branding, signage, geometric design enforcement, facility maintenance, and customer service procedures.
- 3.2.2 The Service Provider will incorporate suggestions from Client on the Operating Plan and Parking Management Plans and operate the Parking System in accordance with the approved Operating Plan and Parking Management Plans.



- 3.2.3 Ensure that the flow of traffic is maintained without any hindrance and that the vehicles are not allowed to violate lane/slot displayed in the Parking Area.
- 3.2.4 The Service Provider shall assign uniformed staff members with equipment to each facility to perform required services during the designated hours of operation and to open and close each parking facility at the times designated by the Hospital.
- 3.2.5 The Service Provider will be responsible for security staffing in the parking area and for all the vehicles parked in the parking facility.
- 3.2.6 The Service Provider will perform all essential security check, including but not limited to mirror checking, other surveillance and checking procedures with due diligence on all vehicles entering the parking facility.
- 3.2.7 Parking shall be free and reserved only for staff members and other government officers/officials. The service provider will not collect any charges for the parking for such staff and government officials.
- 3.2.8 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.
- 3.2.9 Bear all expenses towards operation of the Parking System through the entire period and not claim any additional expenses.
- 3.2.10 Maintain the facility parking plan to include visitor and staff access to the facility.
- 3.2.11 Parking plan should include clear signage and direction indicators for staff parking, ambulance and visitor parking and none of the vehicles from each designated area should block ways for other vehicles.
- 3.2.12 The Service Provider shall at minimum provide dedicated staff at the entry and exit points, emergency department, outpatient department, pharmacies, cafeteria or any other area deemed necessary by the Service Provider to ensure smooth flow of traffic.
- 3.2.13 The Service Provider shall be responsible keep parking facilities clean.
- 3.2.14 The Service Provider shall discourage parking at undesignated areas and shall take appropriate action to ensure smooth traffic flow.
- 3.2.15 The equipment, infrastructure, buildings or any other facilities developed under this Contract shall remain the property of Procuring Agency even after the expiry or completion of the Contract.
- 3.2.16 The Service Provider shall issue token to every vehicle entered or parked vicinity of the Hospital and will be responsible for their safety and protection. In case of any loss or damage of motor car, motorcycle or cycle (excluding natural climate) the Service Provider shall

compensate the affected person (owner of vehicle) accordingly as per prevailing market rates or as decided by the hospital authority within a reasonable time.

3.2.17 The Service Provider shall provide identity cards to their working force.

3.2.18 The Service Provider shall be responsible for any damage to fixture of premises under his possession due to his negligence.

3.2.19 The Service Provider shall not allow any commercial vehicle to park in the vicinity of Mayo Hospital

[Handwritten signatures and initials in blue ink]

BID DATA SHEET (BDS)

ITB clause reference	DESCRIPTION
1.4	Joint Venture / Consortium is not permissible.
17	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 FOR PROVIDING MANAGEMENT FOR PARKING AND TRAFFIC CONTROL SERVICES Proposal / Contract Number No:
B. Proposal Documents	
20.5	The number of copies of the Proposal to be completed and returned shall be: <u>One (1) original</u>
C. Preparation of Proposals	
1.3	This document has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.
22.2.1	The Proposal document to be submitted shall comprise the following: 1. <u>TECHNICAL PROPOSAL:</u> a. Tech-1 b. Tech-2 c. Tech-3 d. Tech-4 e. Tech-5
22.2.2	2. <u>FINANCIAL PROPOSAL:</u> a. FIN-1 b. FIN-2 3. Proposal Security; 4. and any other materials required to be completed and submitted by service providers Technical and Financial Proposals shall be sealed separately, both enclosed in one common envelope.
21	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.

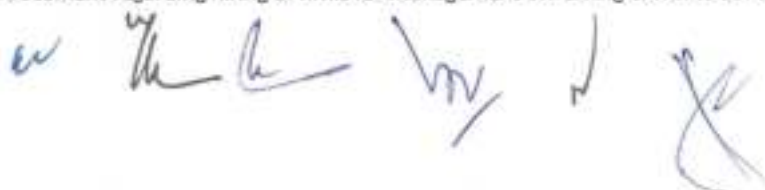
17	The deployment of Services completed in all aspects within 10 days from the date of signing of contract, while the Performance Guarantee and stamp duty must be submitted within 14 days from the date of issuance of Advance Acceptance of Tender (AAT).
14.3	The currency used for the purpose of this document is: PKR (Pakistani Rupees)
8	The period of Proposal validity shall be 180 days after the deadline for proposal submission specified in the BDS.
14.1	Interested parties shall provide Bid Security in the shape of CDR only.
	The amount of Bid Security shall be PKR Rs.834,900/-
1.5	Alternative proposal are not permitted.
D. Submission of Proposals	
1.6	The service provider shall NOT have the option of submitting their Proposals electronically (only hard copy are accepted)

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

1. Copy of C.N.I.C
2. Copy of NTN, GST & Professional Tax Certificate
3. Must be Active Tax payer
 - i. Sales Tax Returns of last 2 years (if applicable)
 - ii. Income Tax Returns of Last 2 years (if applicable)
4. Copy of Bid Security / CDR
5. Tender Purchase Receipt (Original)
6. Under Taking Certificate that firm is not suspended / black listed / defaulter from any Government / Autonomy Institution at any time. (On Stamp Paper)
7. Tender Documents alongwith Terms & Conditions which should be read carefully and signed & stamped each paper by the bidder.
8. 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.
9. Bidder must provide a positive cash flow statement (atleast 20 Million) for last three (3) years.
10. Company Registration Certificate with the SECP or Registrar of Firms.
11. Company Registration with Chamber of Commerce & Industry.
12. That the Bidder must have at least two (02) parking sites in the operation and management of modern parking facilities equipped with Parking Equipment, E-ticketing system and Parking Management Information System in Pakistan.
13. The bidder should have in-house software and live cloud based database with live access online for parking management and E-ticketing.



TECHNICAL EVALUATION

PART-B **ORDINARY PARAMETERS**

SR. #	PARAMETERS	Maximum Marks
1.	Experience of e-ticketing & e-parking implementation and digital Parking system Less than 2 years = 00 marks 02 to 04 years = 05 marks More than 4 years = 10 marks {Experience less than 10 million monitory value (annual basis) will not be considered.}	10
2.	Technical staff <u>Information Technology (I.T) related Staff:</u> Project Manager: Must have master of computer science with at least 05 years' experience in Transportation = 05 marks <u>Transportation-related staff:</u> Project Manager: Must have Bachelor of Transportation Engineering / Mechanical Engineering with at least 05 years' experience in Transportation = 05 marks	10
3.	Financial Capability 1. Average Annual Turnover (PKR Million) for the last three (3) financial years. Less than 10 million = 00 Marks 10 to 20 million = 05 marks 21 to 30 million = 10 marks 31 to 35 million = 15 marks More than 35 million = 20 Marks 2. Audit Report of Last year = 05 Marks	25
4.	Software and Reporting Inhouse Parking Software for auto reconciliation of (daily / weekly / monthly) revenue along with vehicle parking history = 05 marks Providing Cloud-based data storage = 05 marks Vehicle detection, counting and reconciliation system The system of count the vehicles = 05 marks Number plate readable system = 05 marks	20

Minimum Qualifying Marks: 70% (46/65)

PART-C


	A) Approach, Methodology Plan and Presentation = 25 Marks	
5.	i. Working Plan, Implementation of working Plan = 05 marks ii. E-Ticketing, Revenue Collection (Digital system) = 05 marks iii. Public Facilitation, Keep the flow of traffic = 05 marks iv. Online monitoring control of vehicle = 05 marks v. Development of parking lots = 05 marks	35

	<p>B) Visit to the existing facilities (any two as per choice of committee) = 10 marks</p> <p>i. E-Ticketing = 03 marks ii. Online Monitoring = 03 marks iii. Traffic Flow = 02 marks iv. Parking Lots = 02 marks</p> <p>Note: Work plan given in presentation will be the part of bidding document and firm shall have to abide by the plan.</p>	
--	--	--

Part-C will be evaluated by a special committee constituted by CEO for this purpose.

Passing marks of Part-C will be **24/35**. The firm failing to pass in part-C will be considered Non-Responsive.

Note: Original documents can be obtained by the Technical Evaluation Committee from the bidder during the process of technical evaluation.


CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE

[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 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 Bid Data Sheet, Clause 8.
- (c) We have no conflict of interest in accordance with GCC 3.2.
- (d) We meet the eligibility requirements as stated in Annex-A, 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 than the date indicated in Clause 17 of Bid Data Sheet.

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

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

Address: _____

Contact information (phone and e-mail): _____

TECH 2: PROPOSAL SECURITY

(Proposal Security to be furnished by the Service provider in the amount specified in Data sheet in the form of copy of CDR.

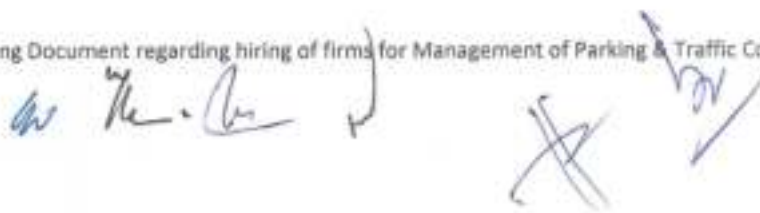
DRAFT



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}

DRAFT



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)
- c) Working Plan, Implementation of working Plan
- d) E-Ticketing, Revenue Collection (Digital system)
- e) Public Facilitation, Keep the flow of traffic
- f) Online monitoring control of vehicle
- g) Development of parking lots

Shall be presented on power point in front of the committee alongwith question answers sessions on the stipulated date and time. Conveyed to the participation firms later on.

Note: Work plan given in presentation will be the part of bidding document and firm shall have to abide by the plan.



TECH 5: Organization and Experience

1. Individual Service providers

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.2017) ~19 Months	{e.g., PKR 3 mill}

1.4 **Major items of Service Provider's Equipment** proposed for carrying out the Services. List all information regarding equipment required in Section V (Specification)/ Annexure A.

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

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 22.2.2 in the Bid 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 8 of the Bid 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: _____



FIN 2: FINANCIAL MODEL

	COST
	{Service provider must state the proposed amount for financial evaluation in accordance with Clause 14 of the Data Sheet}
	{Insert Currency}
Total amount paid to the Procuring Agency for the 1 st year	
*Total Amount of the Contract	

**Exclusive of all applicable taxes. Service provider may give breakdown of cost, revenue from parking services and tax amount separately for clarification.*

(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**

FORM OF PERFORMANCE SECURITY

..... 2023

To:

The Chief Executive Officer

Mayo Hospital, Lahore

PERFORMANCE SECURITY NO.

We, [●]³, being the Bank Guarantee issuing bank (the **issuing Bank**) understand that [●] a company incorporated under the laws of [●] having its registered office located at [●] (the **Service Provider**) has been selected as the successful bidder following a tendering process for the outsourcing of parking services for **** Name****.

Further, we understand that pursuant to such tender process, the Service Provider is required to provide **** Name**** with a performance bond equal to PKR _____ (10% of annual quoted price of contract).

The above premised, We (the Issuing Bank) hereby undertake irrevocably and unconditionally to pay to ****Name****, without any notice, reference or recourse to the Service Provider or to any other entity or without any recourse or reference to the Contract, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

PKR _____

(The **Bank Guarantee Amount**)³Insert name of Issuing Bank;

at sight and immediately, however not later than within five (5) business days from the date of receipt of the **** Name**** first written demand (the **Demand**) at the Issuing Bank's offices located at [●], such Demand shall state that the Service Provider is entitled to make a demand under the Guarantee and shall set out the total amounts demanded.

The Demand shall only be honoured by us, if it is made by and bears the signature of the Chief Executive Officer, Mayo Hospital, Lahore of **** Name****.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in




immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

After having come into force, this Guarantee and our obligations hereunder will expire on *[Insert date and time]* (the **Expiry Hard Date**) (six months after the successful completion of the contract period) provided that, in the event that the Procuring Agency issues a Demand to the Issuing Bank on or immediately prior to the Expiry Hard Date, the Issuing Bank shall honour that Demand.

Upon expiry, this Guarantee shall be returned to the Service Provider after getting NOC from the Procuring Agency. Multiple Demands may be made by **** Name**** under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between **** Name**** and the Service Provider without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Service Provider's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract or other instruments are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

**** Name**** may not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the applicable laws and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory (ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

****Signed by authorized signatory****.



DRAFT CONTRACT

**Traffic Control &
Parking Services**

W. H. K. ✓ *X* *✓*

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



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, 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 Service Provider shall charge the parking rates in accordance with following table;

Sr. No.	Detail of Vehicles	Parking Fee
1	Truck, Mazda	Rs. 50.00
2	Car / Jeep / Loader Rikshaw	Rs. 30.00
3	Auto Rikshaw, Chingche,	Rs. 20.00
4	Motor Cycle / Scooter	Rs. 10.00

- (c) The Procuring agency shall provide the possession of parking areas to the Service Provider in accordance with the provisions of the Contract.

In case of overcharging by the service provider fine amounting to Rs. 2000/- shall be imposed for each event. Large number of complaints of overcharging or any other misconduct could lead to termination of contract at the discretion of the Procuring Agency.

- (d) The Service Provider shall pay an amount [INSERT AMOUNT] for the 1st year to the Procuring Agency in accordance with the below mentioned payment schedule.

Sr. No.	Year of Contract	Amount in Pak Rupees	Date of Payment	Discussion
1.	1 st year of Contract	1 st Installment of 40% of 1 st year contract amount	Upon Signing of the Contract	
2.		2 nd Installment of 30% of 1 st year of Contract amount	Within 90 days of the signing of the Contract	
3.		3 rd Installment of 30% of 1 st year of Contract amount	Within 180 days of the signing of the Contract	

- (e) The Service Provider shall deposit income tax in advance, at the rate of 10% of the contract amount for such respective year with the 1st installment of each year.
- (f) The Service Provider shall provide Performance Security @ 10% of the proposed yearly amount of the Contract. The Performance Security shall be extended each year before 28 days of its expiry date and will be remained with the Procuring Agency till the satisfactory completion of contractual obligation. In case if, the Service Provider offers varied yearly contract amounts, the Performance Security shall also be adjusted accordingly.
3. The duration of the Contract shall be **one (1) year** commencing from the signing of this Agreement. The Agreement may be extended for a period as mutually agreed by the Parties in writing.

[Handwritten signatures and marks]

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]

[name of member]

[Authorized Representative]

[Handwritten signatures and initials]