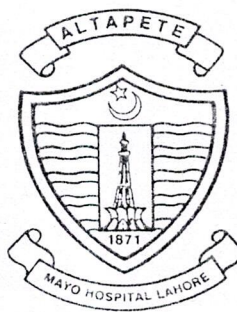


STANDARD BIDDING DOCUMENTS

FRAMEWORK CONTRACT ANNUAL BASIS
PROCUREMENT OF SERVICES REGARDING DAILY LIFTING OF
INFECTIOUS WASTE FROM MAYO HOSPITAL, LAHORE AND ITS FINAL
DISPOSAL THROUGH INCINERATION AT LICENSED FACILITY IN
ACCORDANCE WITH PROVISION OF EPA AND RULES FRAMED THERE
UNDER



Name of Procuring Agency:

MAYO HOSPITAL LAHORE

Corresponding Address:

Chief Executive Officer,
Mayo Hospital Lahore
Near Neela Gumbad,
Lahore.

Telephone No(s):

+92-42-99211129-110,117,378 & 381

Fax No:

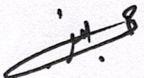
+92-42-99211115


Email:

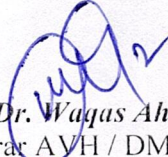
mayohospitallahore@gmail.com

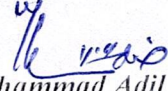
INVITATION FOR BIDS
LIFTING OF INFECTIOUS HOSPITAL WASTE AND ITS INCINERATION
MAYO HOSPITAL, LAHORE ON ANNUAL CONTRACT BASIS

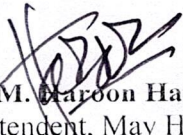
1. Mayo Hospital, Lahore, invites scaled bids from the valid license (Incineration) holding firms for provision of services regarding lifting of infectious hospital waste and its incineration for a period one year from the issuance of contract.
2. The detail of scope of services TORs and other information will be available in the bidding document that can be obtained from Almoner office, Mayo Hospital, Lahore and can also be downloaded from PPRA website (www.ppra.punjab.gov.pk) and Mayo Hospital website (www.mayohospital.gov.pk). Payment of tender fee Rs.5000/- (Non-Refundable) at Almoner office is mandatory before the submission of tender.
3. Bidding shall be conducted through Single Stage – Two Envelopes bidding procedure, as per Rules 38(2) (a) of Punjab Procurement Regulatory Authority Rules, 2014 Amended. The envelopes shall be marked as “Financial Proposal & Technical Proposal” in bold and legible letters. Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
4. Sealed bids shall be submitted as per schedule mentioned in the advertisement positively in the Admin Block, Committee Room, Mayo Hospital, Lahore. The bids received till the stipulated date & time shall be opened in accordance with the schedule in the presence of the bidders or their authorized representatives i.e. CEO/Directors/Partners/Proprietor/General Manager etc. (who choose to attend) by the tender and purchase committee, Mayo Hospital, Lahore. Prescribed Bid Security (as per advertisement) in the shape of CDR from any scheduled bank is mandatory to be furnished with the Financial Bid. Bids wherein the bid security is missing or in lesser value than the prescribed, such bids will be rejected.
5. All Bids should be submitted in tape binding. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding documents and signatures of authorized person i.e. CEO/Directors/Partners/Proprietor/General Manager etc. Moreover, signing and stamping of each page of bidding documents / form is mandatory.
6. In case the date of opening or last date of sale 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 sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
7. The bidders are requested to give their lowest best prices with their bids as no negotiations on the prices are allowed.
8. All the amendments, clarification issued by PPRA rules,2014 & Punjab Hospital Waste Management Rules, 2014 will be the part of bidding documents and applicable to all bidders.
 Note. The procurement shall be governed by the Punjab Procurement Regulatory Authority Rules, 2014 (amended).


Mr. Rana Bilal Ashraf
 Law Officer, Mayo Hospital Lahore
Member


Mr. Nouman Azhar
Sr. Budget & Account Officer
 Mayo Hospital Lahore
Member


Dr. Waqas Ahmad
 Registrar AVH / DMS (Admin)
 Mayo Hospital Lahore
Secretary


Dr. Muhammad Adil
 Additional Medical Superintendent (Admin)
 Mayo Hospital Lahore
Member


Prof. M. Karoon Hamid
 Medical Superintendent, Mayo Hospital Lahore
Chairman of the Committee

1. Scope of Bid

1. Mayo Hospital, Lahore, invites sealed bids from the valid license (Incineration) holding firms for provision of services regarding lifting of infectious hospital waste and its incineration for a period one year from the date of award.

2. Source of Funds

2.1 The Government of Punjab

3. Eligible Bidders.

3.1 This Invitation for Bids is open to all licensed facility holders / Service Providers having transportation facility for lifting of infectious waste from Mayo Hospital, Lahore in a safe and secured vehicle and its incineration as defined in the relevant laws in a valid licensed facility.

3.2 Government-owned enterprises in Pakistan may participate only if they are legally authorized to participate in bidding.

3.3 The Service Provider must possess valid authorization from the Concerned Authorities/Regulator/Govt. to lift and safely dispose off the hospital's infectious waste and shall have to submit a copy of Memorandum of Association/Partnership deed registered with the Registrar of Companies.

3.4 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are **NOT ELIGIBLE**.

3.5 The Contractor shall be liable to Collect, Transport, Handle, Store, Disposed off all types of Infectious Hospital Waste according to Rules & Regulations and shall also have the approval for the same from the same department.

3.6 Applicants & All Parties constituting the applicant shall not have a conflict of interest as defined in General Conditions of Contract.

4. Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.

4.1 The Punjab Procurement Regulatory Authority, Government of Punjab, defines Corrupt and Fraudulent Practices as *"the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the 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, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels 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; it may include any of the following practices:*

(i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

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(ii) *collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*

(iii) *corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*

(iv) *fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*

(v) *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or 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 inspection and audit rights;*

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

H/Stream

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W/2

X/2

of the

W

PROCEDURE: A notice will be issued to the agency/individual seeking it/his explanation for the lapses committed by it/him. The explanation will be required to be responded properly to the satisfaction of the institution / procuring agency within 03 days from the date of issue, (time will be fixed depending upon the intensity of lapses). In case its/his explanation is found unsatisfactory, a show cause notice shall be issued providing an opportunity of being heard followed by decision for blacklisting as per rules. The letter for debarring the agency/individual will be published on PPRA website. Once the blacklisting order is issued it shall not be revoked ordinarily unless as provided under Rule-21 of the Punjab Procurement Rules 2014.

5. Services.

5.1 There is binding upon the successful Service Provider to ensure adherence to the policies of the Government of the Punjab including Punjab Hospital Waste Management, Rules, 2014, issued till date or from time to time during the contract period.

"Services" includes services such as transportation, insurance, lifting and incineration / disposal of Hospital's infectious waste in compliance with the laws/guidelines of concerned Department of Govt of Punjab/Pakistan such as Environmental Protection Agency, Punjab and Punjab Hospital Waste Management, Rules, 2014.

6. Cost of Bidding.

6.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

THE BIDDING PROCEDURE

7. The Governing Rules.

The Bidding procedure shall be governed by the Punjab Procurement Regulatory Authority Rules - 2014, amended from time to time.

8. Applicable Bidding Procedure.

8.1 The bidding procedure is governed by Rule 38 "Procedures for Selection of Contractors" sub-rule (2)(a) "Single stage – Two Envelops bidding procedure". Bidders are advised also to refer to the Bid Data Sheet above to confirm the Bidding procedure applicable in the present bidding process.

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8.2 The bidding procedure prescribed in the Bid Data Sheet above is explained in the table below.

Single Stage: Two Envelope Bidding Procedure

Single stage two envelopes bidding procedure shall be used for procurement of Services where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically nonresponsive shall be returned unopened to the respective bidders; and
- (viii) the lowest evaluated bidder shall be awarded the contract;

THE BIDDING DOCUMENTS

9. Contents of the Bidding Documents

9.1 Services required, applicable bidding procedures, and Contract

Terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB)
- (b) Schedule of Requirements & Technical Specifications (Section-III)
- (c) Evaluation Criteria
- (d) Bid Forms
 - i) Letter of Intention
 - ii) Affidavit
 - iii) Technical Forms
 - iv) Financial Forms
- (f) Draft Standard Contract
 - i. Contract Form
 - ii. General Conditions of the Contract
 - iii. Special Conditions of Contract,

9.2 The "Invitation for Bids" is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies Between the Invitation for Bid and the Bidding Documents listed in 9.1 above, the Bidding Documents shall take preference.s

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9.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

10. Clarification(s) on Bidding Documents.

10.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the **Procuring Agency** in writing at the Procuring Agency's address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids.

Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

11. Amendment(s) to the Bidding Documents.

11.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

11.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, E-mail or Fax, and shall be binding on them.

11.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

12. Language of Bids.

12.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

13. Documents comprising the Bids.

13.1 The Bid shall comprise of the Bid Forms of this Bidding Documents and all those ancillary documentation that are prescribed for the eligibility of the bidders and Services and ancillary services that are found necessary and highlighted in the Bid Forms in Section V.

13.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods & Services to be supplied, a brief description of the goods & Services, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

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14. Bid Price.

14.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total bid price of the goods & Services, it proposes to supply under the Contract.

14.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom. Tender Enquiry Number of the quoted item may be marked with red/yellow marker.

14.3 The Bidder should quote the prices of goods & Services according to the technical specifications as provided in Section III of this document. The technical specifications of goods & Services, different from the required specifications, shall straightway be rejected.

14.4 The Bidder is required to offer a competitive price. All prices must include the taxes and duties, where applicable and all Ex-work & inland transportation including collection from procuring agency and dropping the same in secured manner at their Incineration facility, storage charges if any till the final destination for waste incineration. If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties, on free collection from procuring agency and drop in secured manner at incineration facility duly abide by the prevailing Government Rules.

14.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

14.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightway be rejected. Conditional offer shall also be considered as non-responsive bid.

14.7 No request for increase in price due to market fluctuation in the cost of goods & Services shall be entertained during the entire period of the agreement.

15. Bid Currencies.

Prices shall be quoted in Pak Rupees.

16. Samples.

NOT APPLICABLE

17. Documentation on Eligibility of Bidders.

17.1 Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

17.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3 above.

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18. **Documentation on Eligibility of Services.**

The Bidder shall furnish, as part of its bid (Bid Form) as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods & Services, which the Bidder proposes to supply/provide under the Contract.

19. **Bid Security.**

19.1 The Bidder shall furnish a Bid Security of estimated amount as mentioned in the advertisement (denominated in Pak Rupees) in the shape of C.D.R. from any scheduled bank in the name of Chief Executive Officer Mayo Hospital Lahore. Bid Security must have a minimum validity period of **One Hundred & Eighty (180) Days** from the last date for submission of the Bids or until furnishing of the Performance Security, whichever is later.

19.2 The Bid Security shall be forfeited by the Procuring Agency, on the occurrence of any/all of the following conditions

19.2.1.1 If the Bidder withdraws its bid during the period of bid validity specified in the bidding documents; or

19.2.1.2 If the bidder does not accept the corrections of his Total Bid Price; or

19.2.1.3 If the Bidder, having been notified for the acceptance of the bid by the Procuring Agency during the period of the bid validity, fails or refuses to furnish the Performance Security, in accordance with the Bidding Documents.

19.3 Unsuccessful bidder's bid security shall be discharged or returned soon after announcement of the successful bids. The successful Bidder's bid security shall be discharged upon signing of contract and furnishing the performance guarantee.

20. **Bid Validity.**

180 ^{days} extendable with mutual consent.

21. **Format and Signing of Bids.**

21.1 The Bidder shall prepare and submit its bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the bidder.

21.2 The Bid shall be accompanied by the original receipt for payment made for the Procuring Agency of the bidding documents. In an event where the Bidder has downloaded the bidding documents from the web, he will require to get the original payment receipt of the prescribed fee from the Procuring Agency well before the date of submission of bid.

21.3 The original bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person i.e. CEO/Directors/Partners/Proprietor/General Manager etc. Moreover, signing and stamping of each page of bidding document/form is mandatory.

21.4 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

22. **Sealing and Marking of Bids.**

22.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.

Similarly, the Bidder shall seal the proposals/bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.

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22.2 The inner and outer envelopes shall:

22.2.1 be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

22.2.2 Bid Reference No. indicated in the Bid Data Sheet, Tender Enquiry No. indicated in Section III, Schedule of Requirements & Technical Specifications and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the Bid Data Sheet for opening of Bids.

22.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".

22.4 If the outer as well as inner envelope is not sealed and marked as required by 22.1 to 22.3 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

23 Deadline for Submission of Bids

23.1 **All bids should be submitted in tape binding.** Bids must be submitted by the Bidder and received by the Procuring Agency at the address on the time and date specified in the advertisement. **Bids received later than the time and date specified in the Bid Data Sheet will stand rejected.**

23.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 23 shall be rejected and returned unopened to the Bidder.

25. Withdrawal of Bids

25.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids.

25.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity specified in Bid Data Sheet. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

OPENING AND EVALUATION OF BIDS

26. Opening of Bids by the Procuring Agency.

26.1 All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives i.e. CEO/Directors/Partners/Proprietor/General Manager etc., who chose to attend the bid opening, on the date, time and venue prescribed in the Bid Data Sheet.

26.2 The opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and elaborated in ITB Clause 9 above.

26.3 All Bidders in attendance shall sign an attendance sheet.

26.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bided/quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Regulatory Authority Rules-2014, specifically Rule 30 (Opening of Bids)

26.5 The Procuring Agency shall have the minutes of the Bid opening (technical and when applicable financial) recorded.

26.6 No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

26.7 The financial bids found having without Bid Security shall also be returned unannounced to the Bidders. However, prior to return to the Bidder, the Chairman of the Tender & Purchase Committee shall record a statement giving reasons for return of such bid(s).

26.8 One person one bid rule of PPRA shall be applicable

27 Clarification of Bids.

During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

28. Preliminary Examination.

28.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

28.2 In the financial bids the arithmetical errors shall be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

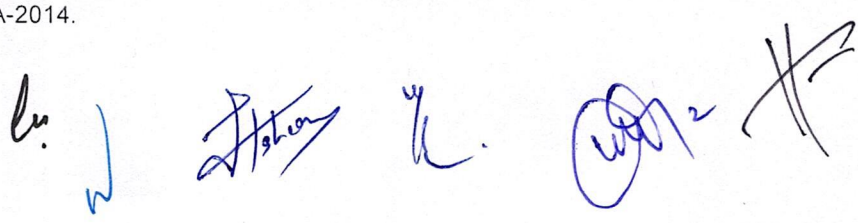
28.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, Taxes & Duties and internationally recognized best practices shall be deemed to be a material deviation for technical proposals and Bid Security for financial proposals. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

28.4 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

29. Evaluation of Bids.

29.1 The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with ITB Clause 29 above.

29.2 All bids shall be evaluated in accordance with the Evaluation Criteria and other terms and conditions set forth in these bidding documents i.e., Rule 32 of PPRA-2014.

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30 Qualification of Bidder

30.1 A procuring agency, at any stage of the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not prequalified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the procuring agency may decide.

30.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

30.3 The Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily.

30.4 The determination can take into account the Bidder's financial, technical waste management handling and incinerating capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Further, during the process of technical evaluation of Bidder, the Procuring Agency may inspect the manufacturing/disposal/Incineration plant with capacity/warehousing/storage system/practices by a team of experts for assessment, if and when it deems necessary.

30.5 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30.6 The procuring agency shall disqualify a contractor on the ground that he had provided false, fabricated or materially incorrect information.

31. Rejection of Bids

31.1 The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as prescribed in Rule 35 of Punjab Procurement Regulatory Authority Rules-2014 (PPRA-2014). The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of all bids, but shall not be required to justify those grounds.

31.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 31.1 towards Bidders who have submitted bids.

31.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders who submitted bids.

32 Re-Bidding

If the Procuring Agency rejected all bids pursuant to ITB Clause 31, it may proceed with the process of fresh bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for bidders.

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33. Announcement of Evaluation Report

The Procuring Agency shall announce the results of the bid evaluation in form of a report, not inconsistent with Rule 37 of the Punjab Procurement Regulatory Authority Rules, 2014, giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

34. Contacting the Procuring Agency.

34.1 Subject to ITB Clause 28 above, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing within 10-days after decision uploading of Technical Evaluation Committee's decision.

34.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

AWARD OF CONTRACT (Annex-D)

35. Acceptance of Bid and Award Criteria.

The Bidder, whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

36. Notification of Award.

36.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted.

36.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.

36.3 The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.

37. Limitation on Negotiations.

Save and otherwise provided in Punjab Procurement Regulatory Authority Rules-2014, and Punjab Hospital Waste Management, Rules-2014. Procuring Agency shall not negotiate with any bidder.

38. Signing of Contract.

38.1 After the completion of the Contract **Negotiations** the Procuring Agency shall send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the Parties.

38.2 Within **TWO Weeks** of receipt of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract in accordance with the legal requirements in vogue.

The bottom of the page contains several handwritten signatures in blue ink. From left to right, there is a small 'n', a signature that appears to be 'A. Shree', a signature that appears to be 'G. K.', a signature that appears to be 'M. K.', and a signature that appears to be 'M. K.'.

38.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently.

38.4 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document, and shall be governed by the terms and conditions mutually agreed in the contract, bidding documents & relevant laws/rules.

38.5 The contract is to be made on stamp paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January, 2014 or amended from time to time.

39. Performance Guarantee.

39.1 On the date of signing of Contract, the successful Bidder shall furnish a 5% Performance Guarantee in the shape of CDR from any scheduled bank in the name of Chief Executive Officer Mayo Hospital, Lahore.

39.2 The Bid Security submitted by the bidder at the time of submitting its bid shall be returned to the Bidder on request upon submission of Performance Guarantee.

39.3 Failure to provide a Performance Guarantee by the Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the next lowest evaluated bidder or call for new bid.

40. Price Reasonability Certificate.

The Service Provider shall certify on judicial stamp paper that the prices quoted to the Mayo Hospital, Lahore, Government of the Punjab, against the items/services mentioned at Tender Enquiry. No. _____

are not more than the Trade Prices as per MRP (Maximum Retail Price) fixed by the Federal Government under Drugs Act, 1976/DRAP Act, 2012 or any other Government authorities act/law for lifting and disposal of Infectious waste of the hospital.

41. Redressal of Grievances

41.1 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.

41.2 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.

41.3 The committee shall investigate and decide upon the complaint within Ten (10) days of the receipt of the complaint.

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

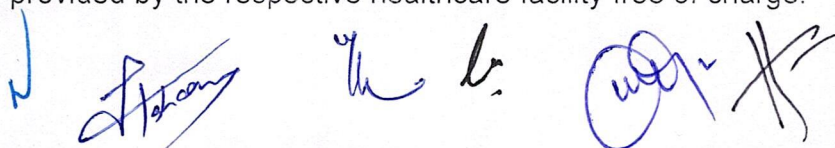
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SCOPE OF WORK/TERMS OF REFERENCES

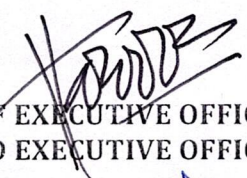
- Cost heads of Human Resource, Goods, Consumables and other running expenses for the provision of mentioned HWM services shall be considered same as per the rates of finalized contract and to be deployed as per actual BOQ requirement.
- The service provider will ensure training and capacity building of hospital staff on hospital waste management as continuous process. Minimum one training at each block will be provided in one month. Training shall be provided by the Experts having experience and credentials on hospital waste management.
- The service provider shall be responsible for the human resource management of all staff deployed at healthcare facility for continuous and smooth operations.
- 2 persons shall be deputed in each block of hospital (total 12 persons from ward to ward waste collection).
- Driver and vehicle helper with each yellow vehicle for record keeping of vehicle (i.e. Log book, and receipts and registers being used in transportation of waste), loading and unloading of waste, cleanliness of yellow vehicle, safety and repair & maintenance of yellow vehicle etc.
- The service provider will be responsible to provide all record related to Hiring / Credentials of Staff hired in this project.
- The service provider shall be responsible for all the disciplinary affairs of their hired staff, in case of any misconduct on the part of staff deployed at healthcare facilities, necessary appropriate actions shall be taken by the procuring agency and service provider will be bound to take action against that staff as per recommendations of the Procuring Agency.
- The service provider shall be responsible to pay the salaries of staff as per Labor Laws of Pakistan.()
- The service provider will follow the Labour laws for the working of the staff deployed for this project.
- The service provider will be responsible to provide all kind of record related to this project deemed necessary by the procuring agency / end user as and when required.
- The service provider shall be responsible to register the complete staff in following institutes:
 - a. Employee old age benefit institution (EOBI)
 - b. Punjab employee social security institution (PESSI)
- The Service Provider shall be responsible to operate, run and manage the project according to the best management practices. The procuring agency shall assess and measure the performance of services through the deliverables defined in the TORs quarterly.
- The Service Provider shall be responsible for the operation and maintenance of already and new supplied goods and equipment to keep them in the optimum working condition.
- The service provider shall collect waste on daily basis including holidays.
- The service provider shall be responsible for the placement of bags in the designated ward level waste bin (Yellow).
- The service provider shall be responsible for the collection of Infectious waste from the wards as per pre-defined HWM SOPs through waste collection trolley specialized with weighing scale.
- The service provider shall be responsible for sealing of waste bags (Yellow) at

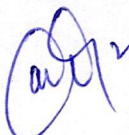
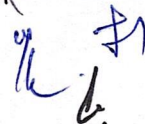

the time of collection from ward level bins through Thermal Sealing Machine, mounted in the waste collection trolley.

- The service provider will use cable ties for sealing of waste bags where electricity breakdown or some unforeseen circumstances may occur.
- The service provider shall be responsible for the weighing of waste bags (Yellow) at the time of collection from ward level bins through Barcode Weighing scale mounted in waste collection trolley.
- The service provider shall be responsible for pasting the bar code labels on waste bags (Yellow) at the time of collection from ward level bins. The Bar code shall contain the following information.
 - a. Hospital Name
 - b. Weight in KGs
 - c. Time of Collection
 - d. Date of Collection
- In addition to the digital traceability and track ability system of hospital infectious waste, manual data recording shall also be maintained. The manual data recording system shall be comprising of different registers which will be mainly carrying following information/data.
 - e. Hospital Name
 - f. Weight in KGs
 - g. Time of Collection 45
 - h. Date of Collection
 - i. Name & signatures of Waste Collector
 - j. Verified by District Manager/Supervisor
- The service provide shall be responsible for the transportation of the infectious waste bag through waste collection trolley to the yellow room of respective healthcare facility.
- The service provider shall be responsible for the cleanliness and disinfection of waste collection trolley as per pre-defined SOPs by using cleaning items including detergents, disinfectants, duster, soap etc.
- The service provider shall be responsible for the cleanliness and disinfection of yellow room as per pre-defined SOPs by using cleaning items including Detergents, disinfectants, wipers etc.
- Yellow Vehicles' Petrol Oil Lubricant (POL), road expenses / toll taxes, insurance, tyres replacement, refrigerated cabin maintenance, accidental damage repairs any other repair and maintenance shall be the responsibility of the service provider.
- The service provider will immediately notify the procuring Agency in case of accidents or damages to the vehicle.
- The vehicle trackers should have live monitoring enabled and the Procuring Agency have access to the live tracking.
- The Service Provider shall develop and implement Standard Operating Procedures (SOPs) as per Punjab Hospital waste management Rules, 2014 after approval from the Procuring Agency. The list of Standard Operating Procedures (SOPs) shall be provided by the service provider before awarding the contract and same will be the part of contract.
- The Service Provider shall be responsible for proper vaccination of the deployed staff. The waste management staff shall be tagged as high-risk group and screening for Hepatitis B, C and HIV/AIDS must be done. The staff tests facility will be provided by the respective healthcare facility free of charge.

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- The Service Provider shall operate and maintain following;
 - i. Already installed Trackers in all vehicles
 - ii. 06 Yellow Trollies with 150Kg capacity atleast.
 - iii. 06 Digital Printing & Barcode Weighing Scale mentioned inside or beside trolley.
 - iv. 06 Portable Thermal Sealer Machines inside trolley
 - v. 04 Barcode Reading/Scanning Machines
 - vi. 03 Laptops
 - vii. Web portal (cloud based / Server Based) for the monitoring and evaluation of daily collection and disposal of waste bags
 - viii. Vehicle Tracking Software.
- Theses service shall be considered as essential services (policy decision) and cannot be allowed to be ceased / suspended in any case without the consent of the procuring agency. The service provider shall submit an affidavit on PKR 100 Notarized stamp paper that the firm shall not cease / suspend any of the operations in any case without approval of procuring agency.
- In case centralized waste management bidding is proposed by Specialized Healthcare & Medical Education Department contract with the service provider shall be considered nullified straightaway.


CHIEF EXECUTIVE OFFICER
MAYO EXECUTIVE OFFICER

Schedule of Requirements:**“Annex-A”****Respective Consignee's End:****Mayo Hospital, Lahore**

MODE OF PENALTY	LIFTING OF 100% QUANTITY ON DAILY BASIS
Non/Irregular lifting of waste charge Rs.70000/- Per Day from Yellow Room	100% satisfy on daily basis.
Non provision of staff / collection of waste from wards	Rs.2,000/- Per Site

LIFTING OF INFECTIOUS HOSPITAL WASTE AND ITS INCINERATION AS PER PUNJAB HOSPITAL WASTE MANAGEMENT RULES, 2014 & OTHER APPLICABLE RULES IF ANY INCLUDING BUT NOT LIMITED TO PUNJAB ENVIORNMENTAL PROTECTION ACT-1997 (AMMENDED UPTO DATE)

FOR THE FINANCIAL YEAR ANNUAL BASIS

Fine upon Non Lifting of Infectious waste will be Rs.70,000/- per day.
In case of non-implementation of usage of Proper kit & PPE,s per day fine Rs.5,000/- shall be imposed.

Non lifting of waste continuously for 07-Days on 8th day, cancellation of contract and forfeiture of security (Performance Security).

Depending upon quantum / need of Hospital waste management section if necessary the arrangements for lifting and final disposables of infection waste will be made by the hospital at risk & cost of the successful bidder under such circumstances on procurement of these services will be recovered from the defaulter (either from invoice / bid security / performance guarantee or any other mode applicable / permissible under Laws / Rules. Risk purchase will be in addition to the fine described above.

Alternate arrangements shall be made at the risk of the contractor, in addition to fine imposed.

PARAMETERS FOR TECHNICAL EVALUATION / QUALIFICATION

A. MANDATORY DOCUMENTS:-

Sr. No.	Compulsory Documents Required	Remarks(Yes/No)
1-	Copy of C.N.I.C	
2-	Registration with Security & Exchange Commission of Pakistan (SECP) / Registrar of firms for such services. (Attested document from SECP / Registrar firms)	
3-	Registered with PESSI & EOBI and amount deposited to these institutions. (Certificate of registration & copies of amount deposited to these institutions).	
4-	Copy of N.T.N. Certificate	
5-	Active Income Tax Payer (Attested Document)	
6-	Active Sale Tax Payer (GST / PST) (if applicable)	
7-	Copy of Professional Tax Certificate (Attested Document)	
8-	Original Tender Purchase Receipt.	
9-	Copy of Bid Security CDR/Pay Order/Bank Draft	
10-	Affidavit as per Bid Form 2 on stamp paper	
11-	Tender Documents which should be read carefully and each paper should be duly signed and stamped by the bidder or authorized person as per ITB clause 14.2	
12-	Firm Should be Approved by EPA (Attested from EPA)	
13-	Firm Should have at least 03 Years' Experience of Hospital Waste Management.	

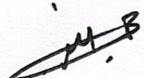
B. TECHNICAL EVALUATION CRITERIA (MARKING CRITERIA):-


Sr. No.	Parameters	Total Marks	Marks Obtained
1-	<p>Relevant Incineration Facilities e.g. Plant, Waste Carriage Vehicles, etc. (to be inspected by the hospital committee formed for the purpose) (Relevant documents / evidence must be attached).</p> <p>Plant:</p> <p>i. Collection point with proper construction alongwith temp maintenance with Chiller (700Kg to 1000Kg storage capacity). 10 marks</p> <p>ii. Proper way/protocol to dump waste in the incinerator. 10 marks</p> <p>iii. Maintenance of temperature of incinerator. 05 marks</p> <p>iv. Proper place for dumping of waste after incineration. 05 marks</p> <p>v. Record keeping regarding collected waste from different collection points & data infection of dumping waste. 05 marks</p>	35	
2-	<p>Waste Carriage Vehicles with Tracking Devices & EPA license (Valid):</p> <p>Design of waste carriage vehicle should be proper for containment of liquid waste in order to avoid spillage / leakage on the way and vehicle must be company or personal owner name registered.</p> <p>i. One vehicle 05 marks</p> <p>ii. Two vehicles 10 marks</p> <p>iii. Three vehicles or more than three vehicles 15 marks</p>	15	

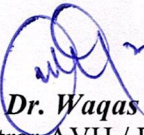
3-	ISO Certified		
	i. ISO 9001:2015 (Valid)	05 Marks	20
	ii. ISO 14001:2015 (Valid)	05 Marks	
	iii. ISO 27001:2013 (Valid)	05 Marks	
	iv. ISO 45001:2018 (Valid)	05 Marks	
4-	I. Audit Report of last three financial years (Documented Proof)	05 Marks	15
	II. Annual Income Tax Return of last Three financial years (Documented Proof)	05 Marks	
	III. Bank Statement of last Three financial years (Minimum 10 Million per annum)	05 Marks	
5-	Online Portal for Waste Data Disposal Website / Mobile Application (Any One)		05
6-	The firm must have its regular staff (Bank salary transection receipts / detail attached)		05
7-	The firm must have its relevant key technical staff including Engineers for maintenance of equipment (related to this project) and Environmental Sciences / Engineer. (Bank Salary details)		05
TOTAL MARKS			100

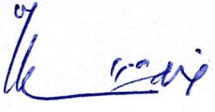
Note: -

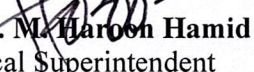
Qualifying marks 65% if the participant (firm) qualifies from the Part-A Mandatory Documents. The Technical Committee will visit the premises at any time before the award of contract and during the contract period to check the incineration facilities and working in compliance with Punjab Hospital Waste Management Rules, 2014.


Mr. Rana Bilal Ashraf
 Law Officer
 Mayo Hospital Lahore
Member


Mr. Nouman Azhar
 Sr. Budget & Account Officer
 Mayo Hospital Lahore
Member


Dr. Waqas Ahmad
 Registrar AVH / DMS (Admin)
 Mayo Hospital Lahore
Secretary


Dr. Muhammad Adil
 Additional Medical Superintendent (Admin)
 Mayo Hospital Lahore
Member


Prof. Dr. M. Haroon Hamid
 Medical Superintendent
 Mayo Hospital Lahore
Chairman of the Committee

Submitted for approval Please:


CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE



SECTION V BID FORM

BID COVER SHEET

Bid Ref. No. ----- Date-----

Name of the Service Provider/Firm Contractor: -----

Address: -----

Bid Security.

NO

Bid for:

<i>Item/Tender Enquiry No.</i>	<i>Detail</i>	<i>Price</i>

Signed:

Dated:

Official Stamp:

Attachment:

Handwritten signatures and initials in blue ink, including a signature that appears to be 'Asthem' and other illegible marks.

BID FORM 1**Letter of Intention**

Bid Ref No.

Date of the Opening of Bids

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

Dear Sir/Madam,

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 supply and deliver the Goods & Services under the above-named Contract in full conformity with the said bidding documents 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 above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods & Services in accordance with the delivery schedule specified in the schedule of requirements and to provide a performance security/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 Bid Data Sheet 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 understand that you are not bound to accept the lowest or any bid you may receive.

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 ITB clauses 18 & 19 of the bidding documents.

Dated this ***[insert: number]*** day of ***[insert: month]***, ***[insert: year]***.

Signed:

In the capacity of ***[insert: title or position]***

Duly authorized to sign this bid for and on behalf of ***[insert: name of Bidder]***

BID FORM 2

AFFIDAVIT

I/We, the undersigned solemnly state that:

- 1) I/We have read the contents of the Bidding Documents and have fully understood it.
- 2) The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents.
- 3) The Goods & Services that we propose to supply under this contract are eligible goods & Services within the meaning of Clause 18 of the ITB.
- 4) The undersigned are also eligible Bidders within the meaning of Clause 19 of the ITB and we shall abide by rules & regulations by the Government Punjab Hospital Waste Management, Rules-2014 for collecting, transporting and incinerating the hospital infectious waste and shall be solely responsible for its proper disposal in a manner that all safety, security and other set standards by the relevant authority / Government are strictly met.
- 5) The undersigned are solvent and competent to undertake the subject contract under the Laws of Pakistan including Punjab Hospital Waste Management, Rules-2014.
- 6) The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.
- 7) The undersigned are not blacklisted or facing debarment from any Government, or its organization or project.
- 8) That the prices offered are not more than to any other Government Institution/Autonomous/District Government institutions.
- 9) I/We, further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.
- 10) In case centralized waste management bidding is proposed by Specialized Healthcare & Medical Education Department contract with the service provider shall be considered nullified straightaway.

I/We affirm that the contents of this affidavit are correct to the best of our knowledge and belief.

Signed:

In the capacity of *[insert: title or position]*

Duly authorized to sign this bid/affidavit for and on behalf of *[insert: name of Bidder]*

BID FORM 3(A)

Name of the Firm:

Registered Address:

Bid Reference No:

Date of Opening of Bid:

Documentary Evidence: Eligibility of the Bidders and Goods & Services.

Sr. No	Required Documentation (To Be Filled by the Procuring Agency)	Checklist ¹ (To be initialed by the Bidder against each document)	Relevant Page Number ² in the Bid (To be filled by the Bidder)	Supporting Documents ³ (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
1.	Letter of Authorization/License from the competent authority			
2.	Partnership Deed / registration with SECP if (Ltd.) company and memorandum article of Association with form 29 & I.D cards of all partners directors / CEO / Shareholders / Sole Proprietor. Or any other governing document. (where applicable)			
3.	NTN Certificate			
4.	GST Certificate			
5.	Letter of Intention			
6.	Affidavit			
7.	Past Performance Evidence			
8.	Child Labor Free Certificate			
9.	Original Tender Purchase Receipt.			

1. Bidders should only initial against those requirements that they are attaching with the form 3(a). In case they do not have any document to attach the corresponding cell in column 2 should be left blank.
2. Bidders are required to
3. Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.
4. In case of Sole Agent.
5. Bidders are required to furnish a certificate to the effect that their firm is free from child labor and having standard child labor free policy.







mention the exact page number of relevant document placed in the Bid.
BID FORM 3(B)

AUTHORIZATION

To: [Name & Address of the Procuring Agency]

WHEREAS [name of the Service Providers] who are established and reputable company/firm of [Handling, lifting, transporting and disposing off the Hospital's Infectious waste] do hereby authorize [name and address of Service Provider/ Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against the Invitation for Bids (IFB) No. [Reference of the Invitation to Bid] for the goods & Services mentioned above.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods & Services offered for supply by the above firm against this Invitation for Bids in accordance with Punjab Hospital Waste Management, Rules-2014.

Signature: -----

Designation: -----

Official Stamp: -----

This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

(Handwritten signatures and initials in blue ink)

BID FORM 4-

FIRM'S PAST PERFORMANCE.

Name of the Firm:

Bid Reference No:

Date of opening of Bid: _____

Assessment Period: (Minimum Two Years as per Evaluation Criteria)

Name of the Purchaser/Institution	Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's ⁸ Certificate

- 1 Bidders may use additional Sheets if required.
- 2 All certificates are to be attached with this form.
- 3 If a Bidder does not wish to offer an item wise discount but intends to offer an overall discount to its quoted price that should be mentioned here.

[Handwritten signatures and initials in blue ink]

BID FORM 5

PERFORMANCE GUARANTEE

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of contractor]* (hereinafter called "the Service Provider") has undertaken, in pursuance of

Contract No. *[Number]* dated *[date]* to supply *[description of goods & Services]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish performance guarantee in shape of CDR from scheduled bank **for the sum of 5% of the total Contract amount** as a Security for compliance with the service provider performance obligations in accordance with the Contract.

And whereas we have agreed to give the Procuring Agency a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of *[Amount of the Guarantee in Words and Figures]* and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of Guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 201_____

Signature and Seal of the Guarantors/ Bank

Address:

Date:

[Handwritten signatures and initials in blue ink]

Contract Form

"Annex – A"

AGREEMENT

THIS CONTRACT is made at on day of 201___, between the (Insert the name of Procuring Agency), (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the "Service Provider") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Procuring Agency invited bids for lifting of hospital's infectious waste, in pursuance whereof M/s(*firm name*)being authorized sole agent / Service Provider of (*item services name*) in Pakistan and ancillary services offered to supply the required services; and Whereas, the Procuring Agency has accepted the bid by the Service Provider as per following detail;

Tender Enquiry/ Item No.	Item Name	Approved Specifications	Unit Price in PKR (As per contract)	Quantity	Total Cost (PKR)

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - a. This Contract Form
 - b. The Schedule of Requirements Annex- A
 - c. Special Conditions of Contract & the Technical Specifications Annex- B
 - d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. Annex- C
 - e. The Notification of Award / Advance Acceptance (AAT) Annex- D
 - f. Work Order / Award Letter Annex-E
 - g. Payment Schedule Annex-F
 - h. The General Conditions of Contract Annex-G
 - i. Performance Guarantee/Security Annex-H
 - j. Certificate of handling / dealing / lifting and incinerating the infectious waste of the hospitals under the prevailing regulation as applicable including but not limited to Punjab Hospital Waste Management, Rules-2014. Annex-I
 - k. The bidding document of Procuring Agency Annex-J

2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract".
3. **The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended/extended by mutual consent.
4. The Service Provider declares as under:
- i. The Service Provider undertakes to comply with the Punjab Hospital Waste Management, Rules-2014 as per notification Dated: 03-07-2014 from Government of Punjab, Environment Protection Department alongwith all the sections of applicable Environment Protection Act-1997 (Amended-2012).
 - ii. *[Name of the Service Provider]* hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
 - iii. Without limiting the generality of the foregoing, *[the Service Provider]* represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
 - iv. *[The Service provider]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
 - v. *[The Service Provider]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
 - vi. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Service Provider]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Service Provider]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Procuring Agency.
 - vii. In case of any dispute concerning the interpretation and/or application of this Contract the same shall be settled through arbitration. The Secretary Health, Specialized HealthCare & Medical Education Department Lahore.
Or
His Nominee shall act as sole Arbitrator.







The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

5. Services to be provided:

- (i) The Service provider shall provide to the services on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Annex C).
- (ii) Each Items/services supplied shall strictly conform to the Schedule of Requirements (Annex A) and to the Technical Specification (Annex B) prescribed by the Procuring Agency against each item
- (iii) The Unit Cost agreed in the Price Schedule (Annex C), is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

6. Payments: The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Goods & Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Service Provider, the amount against the delivered item / services or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

7. Mode of Payment: All payments to the Service Provider shall be made through Crossed Cheques issued in the name of [**Service Provider Name**].

8. Payment Schedule: All payments to the Service Provider shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

9. Performance Guarantee/Security:

(i) The Service Provider, within 15-days or any other timeframe allowed/agreed by procuring Agency of signing of this contract, shall provide to the Procuring Agency a **Performance Security in the form of CDR to 5% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner.** This Performance Guarantee/Security shall be released to the Service Provider upon successful completion of the Contract.

(ii) Service Provider Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub-clause (i) above.

(iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract. Failure to furnish the required Performance Guarantee/Security shall constitute a breach of the contract and the procuring agency shall be entitled to make other arrangement at risk and expenses of firm without any notice.

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Bidding Documents for the procurement of service of lifting infectious Waste from Mayo Hospital Lahore and its incineration as per Punjab Hospital Waste Management, Rules-2014

(Name & Address of Procuring Agency to be inserted here)

10. Penalties/ Liquidated Damages

Fine in lieu of Non Lifting of Infectious waste will be Rs.70000/- per day except agreed by Hospital Management.

In case of non-implement of usage of Proper kit & PPE,s per day fine Rs. 5000/- should be imposed.

Non lifting of waste continuously for 07-Days and on 8th days, cancellation of contract and forfeiture of security (Performance Security).

Depending upon quantum / need of Hospital waste management section if necessary the arrangements for lifting and final disposables of infection waste will be made by the hospital at risk & cost of the successful bidder under such circumstances on procurement of these services will be recovered from the defaulter (either from invoice / bid security / performance guarantee or any other mode applicable / permissible under Law / Rule.

Risk purchase will be in addition to the fine described above.

- 11. All the amendments, clarifications issued by PPRA-2014 and Specialized Healthcare & Medical Education Department Lahore or Punjab Hospital Waste Management Rules-2014 amended from time to time will be the part of bidding documents and applicable to all bidders.

Notices:

All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Procuring Agency:
(Name of procuring agency)

For the Service Provider:

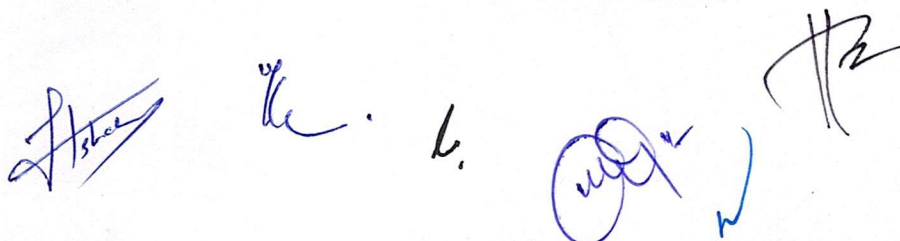
IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed:
For The Service Provider /
Authorized Agent.

Sealed & Signed on behalf of
Procuring
Agency

Name Of Contractor
Designation in the Firm

(Procuring Agency)



Bidding Documents for the procurement of service of lifting infectious Waste from Mayo Hospital Lahore and its incineration as per Punjab Hospital Waste Management, Rules-2014.

(Name & Address of Procuring Agency to be inserted here)

Witnesses-1 on behalf of the Contractor Witnesses-1 on behalf of the Procuring Agency

Name of Witness
Designation in the Firm

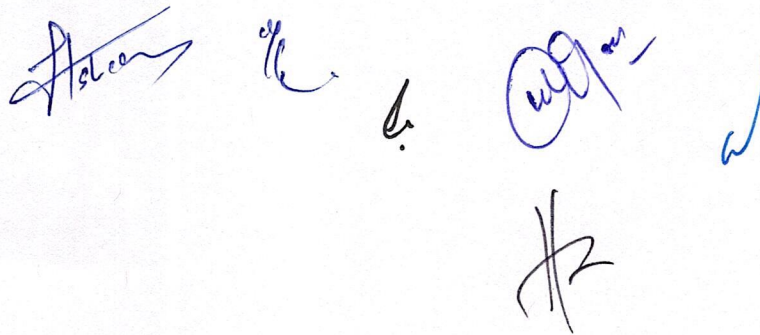
Witnesses-2 on behalf of the Contractor

Witnesses-2 on behalf of the Procuring Agency

Name of Witness
Designation in the Firm

C.C.

1. -----
2. -----
3. -----

The image shows several handwritten signatures in blue ink. On the left, there is a signature that appears to be 'Haleem'. To its right are two smaller, less legible signatures. Further right, there is a signature that looks like 'M. J. Khan' with a circled initial 'M'. Below this signature is another signature that looks like 'R'. To the far right, there is a single, simple signature.

Annex. D

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated: "The Contract" means the agreement Entered into
- (a) between the Procuring Agency (_____) and the Service Provider, as recorded in the Agreement signed by the Parties, including all attachments and appendices there to and all documents incorporated by reference therein.
 - (b) "Act" means the Punjab Environmental Protection Act 1997 (XXXIV of 1997)
 - (c) "Agency" means Environmental Protection Agency, Punjab.
 - (d) "Local Council" means a local council in the geographical limits of which any hospital is located;
 - (e) "Hospital" means a clinic, laboratory, dispensary, pharmacy, nursing home, health unit, maternity center, blood bank, autopsy center, mortuary, research and veterinary institutions, veterinary hospital or clinic and any other facility involved in health care and biomedical activities;
 - (f) "Hospital Waste" means both risk waste and non-risk waste;
 - (g) "Hospital Waste Management" means the management of risk and non-risk hospital waste through documentation, segregation collection, transportation, storage, disposal, minimization and reuse;
 - (h) "Hospital Waste Management supervisory committees" means committees, established at provincial, divisional, district, tehsil and Rural Health Center(RHC) levels for monitoring, supporting, guiding and directing the public or private hospitals for implementation of the rules;
 - (i) "Hospital Waste Management Team" means committee notified as such by the Medical Superintendent, Chief Executive, proprietor or owner of public or private hospital or clinic, or veterinary hospital, clinic or institution for management of hospital waste with distribution of responsibilities entrusted with different office bearers in the hospital;
 - (j) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its Contractual obligations.
 - (k) "The Goods & Services" means all those supplies/services which the Service Provider is required to supply/provide to the Procuring Agency under the Contract.
 - (l) "Chemical Waste" means waste includes chemicals from diagnostic & experimental work, cleaning processes, housekeeping & disinfecting procedures, mercury waste such as from broken clinical equipment and spillage and cadmium waste such as from discarded batteries;
 - (m) "Enquiry or Inspection" means enquiry or inspection as provided under clause (a) of sub-section (2) of section 6 of the Act;
 - (n) "Non-Risk Waste" means paper and cardboard, packaging, food waste, aerosols and others;
 - (o) "Pathological Waste" means tissues, organs, body parts, fetuses, blood and body fluids;
 - (p) "Genotoxic Waste" means waste includes cytotoxic drugs & out dated materials, vomitus, feces or urine from patients treated with cytotoxic drugs or chemicals, and materials such as syringes and vials contaminated from preparation and administration of such drugs;
 - (q) "Infectious Waste" means waste contaminated by any type of pathogens such as bacteria, viruses, parasite or fungi and includes cultures from laboratory work, waste from surgeries and autopsies, waste from infected patients, discarded or disposable materials and equipment which have been in contact with such patients and infected animals from laboratories;
 - (r) "Pharmaceutical Waste" includes expired or unused pharmaceutical products, spilled contaminated pharmaceutical products, surplus drugs, vaccines or sera and discarded items used in handling pharmaceutical such as bottles, boxes, gloves, masks, tubes or vials;
 - (s) "Radioactive Waste" means liquid, solid and gaseous waste contaminated with radionuclides generated from in-vitro analysis of body tissue and fluid, in-vivo

body organ imaging and tumor localization, and investigation and therapeutic procedures;

- (t) "Risk Waste" means infectious waste, pathological waste, sharps, pharmaceutical waste, genotoxic waste, chemical waste and radioactive waste;
 - (u) "Sharp" means whether infected or not, needles, syringes, scalpels, infusion sets, saws and knives, blades, broken glass and any other item that could cut or puncture;
 - (u) "The Services" means those services ancillary to the supply of above goods & Services, such as lifting, transporting, incineration and Disposing off hospital's infectious waste in accordance with the TORs/requirements of the Hospital as per rules and regulation of Government of Punjab/Pakistan with amendment from time to time while complying with the detailed specification and other requisites mentioned in the bidding document/contract.
 - (v) "GCC" mean the General Conditions Of contract contained in this section.
 - (w) "SCC" means Special Conditions of the Contract.

 - (y) "The Procuring Agency" means the Mayo Hospital, Lahore

 - (z) "The Service Provider" means the individual or firm supplying the Goods & Services under this Contract.
- "Day" means calendar day.

2. Application

These General Conditions shall apply to the extent that they Are not superseded by provisions of other parts of the Contract.

3. Source of Import

Not Applicable as the Procuring Agency is hiring the services of lifting of Hospital's infectious waste

4. Standards

- 4.1 The Services supplied under this Contract shall conform to the Standards mentioned in the Technical Specifications.
- 4.2 All Standards set by Punjab Hospital Waste Management, Rules-2014 must be met with no deviation what so ever and to be considered part of this agreement.
- 4.3 In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service provider hereby covenants with the Procuring Agency to provide the Goods & Services and to remedy defects/weaknesses therein in conformity in all Respects with the provisions of this Contract.
- 4.4 If the Service Provider provide substandard services and fail to provide the Standard services, the payment of risk purchase (which will be purchased by the **(Insert name of Procuring agency)** the Price difference shall be paid by the Service Provider.
- 4.5 In case of supply of substandard services, the cost associated With lifting/disposal/destruction/incineration or associated handling by a third party shall be borne by the service provider.






4.6 The services provider shall implement all rules / regulation prescribed for collection of waste. safe and secure transportation and good incineration practices by observing & implementing guideline pertaining to public / environment safety at all levels .

5. Use of Contract

5.1 The Service Provider shall not, without the Procuring Agency prior written

Documents and Information.

consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall

Extend only as far as may be necessary for purposes of such performance.

5.2 The Service Provider shall not, without the Procuring Agency prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and Shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

5.4 The Service Provider shall permit the Procuring Agency to inspect the Service Provider accounts and records relating to the performance of The Service Provider..

6. Ensuring

Storage

Arrangements

To ensure storage arrangements for the intended supplies, the Service Provider shall inform the Procuring Agency at least **one (01) week** in advance in case of goods/product.

Lifting of infectious waste of hospital, its storage after lifting if need be, carriage, incineration and disposal in accordance with the EPA/Government laws and regulations will be the sole responsibility of the Service Provider.

7. Inspections and

Tests

7.1 The Procuring Agency or its representative shall have the right to inspect and / or to test the goods & Services in accordance with the licensed facility dedicated for incineration.

7.2. Nothing in GCC Clause 9 shall in any way release the Service Provider From any warranty or other obligations under this Contract.

8. Delivery and Documents

8.1 The Service provider in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of Services.

8.2 The Service Provider shall furnish all necessary documentation The Service Provider shall furnish all necessary documentation necessary for completion of quality of service delivery in the manner prescribed.

- 8.3 The goods & Services supplied under the Contract shall be rendered under which all type of risk whatsoever is transferred to the Service provider once the infectious waste has been lifted from the premises of the hospital.
- 09. Insurance**
- 9.1 The Service Provider shall be solely responsible for Insurance if and where required as per requirement of the Govt, Punjab Waste Management rules 2014 against any claim or loss of any sort while handling, transporting, incinerating or disposing the infectious waste.
- 10. Transportation**
- 10.1 The Service Provider shall arrange such transportation of the goods & Services as is required to prevent their damage of any sort to anybody handling infectious waste during lifting and/or transit to their final destination for Incineration and in accordance with the terms and manner prescribed in the Schedule of Requirement
- 10.2 All costs associated with the transportation of the goods & Services subject To this contract shall be borne by the Service Provider.
- 11. Incidental Services**
- The Service Provider shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.
- 12. Warranty**
- 12.1 All goods & Services subject to this contract shall be accompanied by the necessary warranty in the manner prescribed in the SCC.
- 12.2 The Procuring Agency shall promptly notify the Service Provider in writing of any claims arising under this warranty.
- 13. Payment**
- 13.1 The Procuring Agency shall make payments to the in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
- 13.2 The currency of payment shall be Pakistan Rupee.
- 14. Prices**
- Prices charged by the Service Provider for goods & Services delivered under the Contract shall not vary from the prices quoted by the Service Provider in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.
- 15. Contract Amendments**
- No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.
- 16. Assignment**
- The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency prior written consent.
- 17. Subcontracts**
- The Service Provider shall not be allowed to sublet and award subcontracts under this Contract.
- 18. Delays in the Service Provider Performance**
- 18.1 Delivery of the goods & Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Purchase in the Schedule of Requirements. In case the contractor fails to adhere to the prescribed time schedule, the purchaser is at liberty to make risk purchases at the risk & cost of the contractor in the best public interest.

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- 18.2 If at any time during performance of the Contract, the Service Provider Encounters conditions impeding timely delivery of the goods & Services, the Service Provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider notice, the Purchaser shall evaluate the situation and may at its discretion extend holidays considering the circumstances and may claim liquidated damages, if they deem necessary.
- 18.3 Except as provided under GCC Clause 20, a delay by the Service Provider in the performance of its service delivery obligations shall render the Service Provider liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree otherwise.

19. Termination for Default

19.1 The Purchaser, without prejudice to any other remedy For breach of Contract, by written notice of default sent to Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to provide Services within the period(s) or as per Punjab Hospital Waste Management, Rules-2014 specified period in the signed contract, and subsequent agreement or order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (c) if the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) For the purpose of this clause Corrupt and fraudulent practices means:

“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the 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, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels 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; it may include any of the following practices:

- (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) corrupt practice by offering, giving, receiving or

Soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or 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 inspection and audit rights;

19.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of Bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

19.3 The following are the events which would lead to initiate under Rule 21 of PPRA Rules 2014 Blacklisting / Debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

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PROCEDURE:

A notice will be issued to the agency/individual seeking it/his explanation for the lapses committed by it/him. The explanation will be required within ____ days from the date of issue, (time will be fixed depending upon the intensity of lapses). In case its/his explanation is found unsatisfactory, a show cause notice shall be issued providing an opportunity of being heard followed by decision for blacklisting for a maximum period of three years depending upon the intensity of lapses. The letter for debarring the agency/individual will be published on PPRA-2014 website. Once the blacklisting order is issued it shall not be revoked ordinarily unless as provided under Rule-21 of the procurement Rules 2014.

“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the 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, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels 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; it may include any of the following practices:

- i. *Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. *Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. *Corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *Fraudulent practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. *Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or 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 inspection and audit rights;*

J. Shaban

U.

(Signature)

h.

(Signature)

(Signature)

20. Force Majeure

- 20.1 Notwithstanding the provisions of GCC Clauses 20 and 21, the Service Provider shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Service Provider and not involving the Service Provider fault or negligence Directly or indirectly purporting to miss-planning, mismanagement and / or lackof foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
- 20.2 If a Force Majeure situation arises, the Service Provider shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of the purchase order under the signed contract and inform the Service Provider of its findings promptly.
- 20.3 Unless Purchaser informs the Service Provider in writing of its agreement on the application of force majeure, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

21. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice of one month time to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Service Provider, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties. In case of any dispute **The Secretary Health, Specialized HealthCare & Medical Education Department Lahore** will be declared as Arbitrator and his decision will be acceptable by both parties.

22. Arbitration

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23. Arbitration and Resolution of Disputes

- 23.1 The Purchaser and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 23.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 23.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

24. Governing Language

The Contract shall be written in English language. Subject to GCC Clause 26, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

25. Applicable Law

This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.


26. Notices

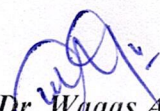
- 26.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
- 26.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.


27. Taxation


All taxation, whether International, Federal, Provincial or Local, shall be borne by the Service Provider.


Mr. Rana Bilal Ashraf
 Law Officer
 Mayo Hospital Lahore
Member


Mr. Nouman Azhar
 Sr. Budget & Account Officer
 Mayo Hospital Lahore
Member


Dr. Waqas Ahmad
 Registrar AVH / DMS (Admin)
 Mayo Hospital Lahore
Secretary


Dr. Muhammad Adil
 Additional Medical Superintendent (Admin)
 Mayo Hospital Lahore
Member


Prof. Dr. M. Haroon Hamid
 Medical Superintendent
 May Hospital Lahore
Chairman of the Committee

Submitted for approval Please:


CHIEF EXECUTIVE OFFICER
MAYO HOSPITAL, LAHORE