

RAWALPINDI INSTITUTE OF CARDIOLOGY



**BIDDING DOCUMENT FOR PROCUREMENT
OF
PEST CONTROL & FUMIGATION SERVICES
FOR THE FINANCIAL YEAR
(2021-22)**

Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Document at the later stages during tender process.

Applicability of Punjab Procurement Rules, 2014 (Amended 2016)

This Bidding Process will be governed under Punjab Procurement Rules, 2014 (Amended 2016), as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

BID DATA SHEET

ITBRef	Descri	Detail
N/A	Bid reference number	RIC/PO/6235/21 , DATED 29-07-2021
N/A	Commencement of sale of Bidding Document	After one day of publishing of advertisement in newspaper.
ITBClause24	Last date and time for the receipt of bidding	15-07-2021 11:00 am hours
N/A	Pre-bid meeting date, time and venue	10-07-2021 11:30 am hours at Purchase Office RIC, Rawalpindi
ITBClause27	Date, time and venue of opening of technical	15-07-2021 11:30am Purchase Office RIC, Rawalpindi
ITBClause16	Bid currency	PKR
ITBClause13	Language of bid	English or Urdu
ITBClause20	Amount of bid security	2% of the Estimated Price (Estimate Price: Rs.170,000 x 12 = 2,040,000/-)
ITBClause21	Bid validity period	90Days
ITBClause09	Bidding procedure	Single stage–Two Envelop procedure
ITBClause27	Address for communication: Executive Director Rawalpindi Institute of Cardiology Rawal Road, Rawalpindi	

1. Type of Open Competitive Bidding

As per rule, Single Stage - Two Envelope Procedure shall be followed. This is as follows:

- The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;
- Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened;
- The envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the procuring agency without being opened;
- The Purchaser shall evaluate the technical proposal, During the technical evaluation no amendments in the technical proposal shall be permitted;
- The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- In accordance with these rules, interested companies (hereinafter referred to as “Bidders”) applying for bids should submit two separate bids/envelopes for Financial Proposal and Technical Proposal.

2. Services Required (Scope of Work):

- 2.1 The total time of Servicee contract will be of 12 months from the signing date of contract and can be extend within given limits of PPRA Rules amended upto 2016.
- 2.2 The purchaser has full rights to terminate the contract/agreement anytime with or without any reason by given prior o1 month written notice.

TECHNICAL PROPOSAL / SCOPE OF WORK FOR PEST CONTROL SERVICES FOR THE F.Y 2021-22

Payment Terms:

- Integrated pest management services including daily deputation of 03 PCO's (In shift) 07 days week.
- Integrated pest management service and report.
- Supply of bait station for rat approx. (30 Boxes).

Scope of Work:

1. Services will be provided on 24/7 basis.

2. Local food authority standards/ guideline will be followed in provision of IPM services and guidelines provided by the hospital.
3. Complete response will be on immediately.
4. WHO (World Health Organization) Approved chemicals and internationally recognized application methods will be used.
5. Work schedule will be prepared with mutual agreement.
6. All treatment reports will be shared with management on daily basis.
7. initial survey will be completed in two weeks and finding and solution will be shared with hospital quality management.
8. Sanitation and structural deficiencies will be highlighted with suggestions by firm and necessary actions will be taken accordingly by the hospital within short time.
9. GAP analysis report will be prepared, shared with concern department. Necessary action will be taken and strictly monitored on weekly basis by the hospital.
10. GAP analysis report will be updates and shared on monthly basis. Complaint management system will be introduced in hospital, by using with each department will be checked for pest related complaints daily.
11. Monthly complaint report with complaint reason, response time and solution will be provided to management by firm.
12. Concerned department of Hospital will visit and QC visit report will be shared by hospital with concerned department along with firm on monthly basis for future improvement.
13. Complete pest management MAP will be provided along with identification numbering for each and every insect killer, mechanical traps, Bait stations etc, and also complete map & plan will be shared with management representative. Hospital will provide the detailed layout map to firm.
14. Documented monitoring sheets for all the traps and cages will be filled on daily basis.
15. Monitoring sheets will be shared on monthly basis.
16. Survey against mosquito will be conducted on daily basis, Necessary treatment will be done as per requirement.
17. All floors will be sprayed preferably with water based chemicals.
18. All rooms & wards will be treated on daily basis.
19. All Kitchens, stores etc will be sprayed on daily basis depending upon availability.
20. All the drains will be sprayed on daily basis.
21. All main entrance areas will be sprayed on daily basis.
22. All offices will be treated once a week on Saturday night on depending upon availability.
23. All the safety measurements will be taken to provide a human friendly rodent controlled environment i.e. safety stickers pasting, covered bait stations, tunneled bait station installation, hidden bait station placement.
24. Bait /Feed in cages and traps for rodents will be replaced on alternate days basis or as per requirement.

25. Rodent's favorite feeds (Vegetable, Fruits, Cheese, and Bread etc.) will be used in mechanical devices to attract rodents toward traps.
26. Placement of rodenticide feeds treatment in outside/breeding places and WHO recommended rodenticides will be used as per requirement.
27. Generally, Pests like: Flies, Mosquitoes, Cockroaches, Ants, Bedbugs, Wasps, Lizards, Rodents.

Pest Management Services:

- Pest control operators will be deputed to cater management needs will be approx 03 on shift basis

General Insect Pest Control Service:

- Formulated material of pyrethroid and organophosphate (WHO Approved) will be used for residual and knockdown effects.
- All the infested areas should be accessible for effective treatment.
- Special care to be taken sensitive areas.
- Fogging / treatment to be carried out in areas where necessary as per requirement. Fogging usually done in closed areas.
- For effective control advisable to treat the entire in one go.
- Pyrethroid basis oil spray to be used in fogging for safety reasons.
- Dusting/ Baiting to be done in open as and when required.
- Other necessary pesticidal or non-pesticidal treatment will be done to minimize the infestation level.

Rodent Control Service:

- For effective control advisable to treat the entire in one go.
- Dusting/ Baiting to be done in open as and when required.
- Observation of the strategic point inside / outside areas (CCP).
- Placement of bait in safe places.
- Boxes to be numbered and appropriately labeled with warning signs to avoid any inconvenience (safety).
- Bait boxes / traps to be checked / replenished periodically as per requirement.
- In outside areas single does chemical may be used in rat burrows, rat runways and other infested area.
- Dead rats to be removed, Best buried subsoil by your trained pest control /housekeeping staff.
- Layout plan of the traded area will be prepared to mark the bait stations.

Important:

- For all pest management measures, WHO approved pesticides / Chemicals will be used.

- Services carried out under the supervision of quality entomologist and technical supervisors.
- All chemicals and formulations to be used as per MSDS.
- Quality spraying and fogging equipment will be used for optimum result.
- Cost of equipment i.e. Insect-o-cutor, bait boxes for rat, cat cages and their replacement etc will be at hospital cost.

PEST Control:

All Type of insects, Dengue Mosquitoes, Malarial Mosquitoes & Rodents (Rats) control services.

Control and Efficiency:

Chemicals must be very safe for environment and human beings. And

- Odorless, means having no pungent smell.
- Colorless, means leaving no stain on wall and furniture and other equipment.
- Non-irritant means creating no irritation on skin, eyes, lips etc
- Highly effective, Non-persistent.
- Friendly for environment and human beings and animals (at our premises)

3. Key Service-level Parameters:

In case of non-performance of the service provider for scope of work/responsibility or its Obligation, fines shall be charged as defined in Annexure-J. Such fines shall be limited to 05 % (Five percent) of the annual contract value. If the cumulative amount of such fines exceeds 05 % of the annual contract value, then it shall be considered as event of default on part of the service provider.

4. Tender Security:

- 4.1 The Tenderer shall furnish the tender Security as part of the financial bid envelope, failing which will cause rejection of bid; as under:
- 4.2 In the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Executive Director Rawalpindi Institute of Cardiology, Rawalpindi , as per the format provided in the Tender Document or in form of Call Deposit Receipt(CDR) from scheduled bank;
- 4.3 **2% of estimated price i.e Rs.170,000 x 12 = 2,040,000/-**
- 4.4 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:
 - 4.4.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

- 4.4.2 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 4.4.3 If the tenderer fails to provide the performance security in stipulated timeframe or format.
- 4.5 The Tender security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid, as well as to the unsuccessful bidders following the financial bid opening procedure. The Tender Security shall also be returned to the successful Tenderer on furnishing the Performance Security.

5. Tender Validity:

The Tender shall have a minimum validity period of Ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to the extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender security.

6. Modification / Withdrawal of the Tender:

- 6.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 6.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

7. Opening of Tender:

Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s), if available, for which they shall ensure their presence without further invitation.

8. Clarification of the Tender by the Purchaser:

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is solid discretion of the Purchaser.

9. Determination of Responsiveness of the Tender:

- 9.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 9.1.1 meets the eligibility criteria for the Tenderer for the Services;
 - 9.1.2 meets the delivery period / point for the Services;
 - 9.1.3 Offers fixed price quotations for the Services in PKR
 - 9.1.4 is accompanied by the required Tender Security as part of financial bid envelope;
 - 9.1.5 is otherwise complete and generally in order;
 - 9.1.6 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 9.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 9.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender; but subject to approvals of the Tender Evaluation Committee.

10. Rejection / Acceptance of the Tender:

- 10.1 The Purchaser shall have the right, at his exclusive discretion, to accept a Tender, reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 10.2 The Tender shall be rejected if:
- 10.2.1 It is substantially non-responsive; or
 - 10.2.2 It is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 10.2.3 It is incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
 - 10.2.4 It is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 10.2.5 The Tenderer fails to meet the minimum mandatory score of 60% against Technical Evaluation Criteria; or
 - 10.2.6 The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.
 - 10.2.7 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
 - 10.2.8 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

11. Performance Security:

- 11.1 The successful Tenderer shall furnish Performance Security as under:
- 11.1.1 within ten (10) working days of the receipt of the Acceptance Letter from the Purchaser;
 - 11.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan/CDR, as per the format provided in the Tender Document.
 - 11.1.3 denominated in Pak Rupees;
 - 11.1.4 Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.
 - 11.1.5 The successful tenderer shall submit a Bank Guarantee of 05% of the annual contract value (Quoted monthly charges x 12 months).
 - 11.1.6 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
 - 11.1.6.1 If the Service Provider commits a default under the Contract;
 - 11.1.6.2 If the Service Provider fails to fulfill any of the obligations under the Contract.
 - 11.1.6.2 If the Service Provider violates any of the terms and conditions of the Contract.
 - 11.1.7 The Performance Security shall be returned to the Tenderer after 90 working days after provision of security services.

12. Redressing of Grievances by the Purchaser:

- 12.1 The Purchaser shall constitute a committee comprising of 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.
- 12.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.
- 12.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 12.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Contract for

**SERVICES/SOLUTION REQUIRED FOR
THE PESTCONTROL**

between

[Purchaser]

and

[Service Provider]

Dated:

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Agreement

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I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year],

BETWEEN

Executive Director Rawalpindi Institute of Cardiology, Rawalpindi on the one part(hereinafter called the “Purchaser” which expression shall include its successors, legal representatives and permitted assigns)

AND

[full legal name of Service Provider], on the other part (hereinafter called the “ServiceProvider” which expression shall include the successors, legal representatives and permitted assigns) severally liable to the Purchaser for all of the Service Provider’s obligations under this Contract and is deemed to be included in any reference to the term “Service Provider.”

RECITALS

WHEREAS,

- a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain services as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Service Provider hereby covenants with the Purchaser to provide the security services, inconformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Service Provider.
2. The Purchaser hereby covenants with the Service Provider to pay the Service Provider, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.
3. The following shall be deemed to form and be read and construct as part of this Contract:
 - (a) The Tender Document
 - (b) Bidder’s Proposal
 - (c) Terms and Conditions of the Contract.
 - (d) Special Stipulations.

- (e) The Technical Specifications
- (f) Tender Form
- (g) Price Schedule
- (h) Affidavit(s)
- (i) Authorized Dealership / Agency Certificate
- (j) Performance Security
- (k) Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy /inconsistency within the Contract, the above Documents shall prevail in the order listed above.

5. Contractual obligations Roles and Responsibilities of Purchaser and Service Provider as explained above in the document.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

Medical Superintendent
Rawalpindi Institute of Cardiology
Rawalpindi

Signature of Owner of Firm-----
Name -----
Father Name-----
Designation-----
CNIC#-----

Witnesses1 (Procuring Agency):

Signature_____

CNIC#_____

Name _____

Designation_____

Address_____

Witnesses1:

Signature_____

CNIC#_____

Name _____

Designation_____

Address_____

II General Conditions of Contract

13. Contract:

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

14. Contract Documents and Information:

The Service Provider shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same 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.

15. Contract Language:

The Contract and all documents relating to the Contract, exchanged between the Service Provider and the Purchaser, shall be in English. The Service Provider shall bear all costs of translation to English and all risks of the accuracy of such translation.

16. Insurance:

The Service Provider shall provide such insurance as is sufficient to protect against their theft, damage or deterioration during course of the service, storage/transit to their final destination as indicated in this Contract. The Service Provider shall arrange and pay for the insurance of the vehicle, equipment or any such item to the place of destination and time, as required by the Purchaser.

17. Payment:

The procedure for payments to Service Provider shall be as under:

- 17.1 The Service Provider shall submit an Application for Payment (Invoice), in the prescribed form, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the purchaser may require; state the amount claimed; and set forth in detail, in the

order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.

- 17.2 The Purchaser shall issue a Certificate of Payment, in the prescribed form, with a copy to the Service Provider, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
- 17.3 The Purchaser shall pay the amount verified in the Certificate of Payment within twenty one (21) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment after deduction of applicable tax, through cross cheque in name of service provider.
- 17.4 Payments shall be made against successful delivery of services as per Security plan and Services provided.

18. Price:

The Service Provider shall not charge prices for the services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Service Provider in the Price Schedule (Financial Bid).

19. Assignment / Subcontract:

The Services will not assign or sub-contract its obligations under the Contract, in whole or in part.

20. Extensions in time for performance of obligations under the Contract:

If the Service Provider encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Service Provider shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Service Provider with a copy to the Client, extend the Service Provider's time for performance of its obligations under the Contract.

21. Liquidated Damages (LD):

If the Service Provider fails / delays in performance of start of Service liquidated damages @ 0.25 % of monthly charges per day shall apply.

However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security.

22. Forfeiture of Performance Security:

If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Service Provider. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

23. Termination for Default:

- 23.1 If the Service Provider fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, or engages in any illegal activities, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served to the Service Provider, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Service Provider; provided that the termination of the Contract shall be resorted to only if the Service Provider does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- 23.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

24. Termination for Insolvency:

If the service provider becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Service Provider, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Service Provider.

25. Termination for Convenience:

- 25.1 The Purchaser may, at any time, by written thirty (30) days' notice served on the Service Provider, terminate the Contract, in whole or in part.
- 25.2 The Services which are complete or to be completed by the Service Provider, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining services, the Purchaser may elect:

26. Force Majeure:

- 26.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the purchaser or of the Service Provider. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the purchaser keeping in view all the circumstances and requirements of the Purchaser.
- 26.2 The Service Provider shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 26.3 If a Force Majeure situation arises, the Service Provider shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service Provider shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

27. Dispute Resolution:

- 27.1 The Purchaser and the Service Provider shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 27.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Service Provider have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

28. Statutes and Regulations:

- 28.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Service Provider shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

28.2 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

29. Taxes and Duties:

The Service Provider shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan.

30. Contract Cost:

The Service Provider shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser and shall in no case be responsible / liable for those costs /expenses e.g. Contract Stamp duty charges etc.

31. Authorized Representative:

The Purchaser, or the Service Provider may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

- 31.1 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, or the Service Provider.
- 31.2 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 31.3 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 31.4 Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.
- 31.5 If the Service Provider questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Service Provider may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

32. Special Stipulations:

SCHEDULE-A, SPECIAL STIPULATIONS

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, Certain special stipulations are as under:	
Tender Security	The Service Provider shall furnish the Tender Security as under: for the whole Tender; The Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in

	form of Call Deposit Receipt (CDR)/ for a sum 2% of total estimated price Rs.170,000 x 12 = 2,040,000/- (annual); denominated in Pak Rupees; Have a minimum validity period of one hundred and eighty days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later
Performance Security	The successful Bidder shall furnish Performance Security asunder: within ten (10) working days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan /CDR, as per the format provided in the Tender Document or in another form acceptable to the Purchaser; Denominated in Pak Rupees; Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period. The successful Tenderer shall submit a Bank Guarantee for 05% of the annual contract value.
Signing of Contract	The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within ten working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.
Start date for operation of PEST Control Services	To provide the services on said date and time, as specified by the Purchaser.
Contract Period	The contract will be for 1 years
Liquidated damages for failure / configuration of Services by the Service Provider	If and when applicable, liquidated damages (LD) shall be levied for delay start date of services @ 0.25 % of the annual contract value (Monthly quoted price x 12) However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security. The Liquidated Damages are attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s)
Legal Status to Work in Pakistan	The Bidder must be allowed and meet all conditions set forth by the GoPb to work with all concerned parties of the private, public, and not for profit sectors.

Annexure-A : Technical Proposal Submission Form

Technical Proposal Submission Form

[Date]

To _(Name and address of Client / Purchaser)_

Dear Sir/Madam,

We, the undersigned, offer to provide the **(insert title of assignment)**_ in accordance with your Request for Proposal/Tender Document dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide PEST Control Services in Rawalpindi Institute of Cardiology, Rawalpindi. We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

Yours sincerely,

Authorized Signature and Seal (Stamp)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annexure-B: Technical Evaluation Criteria

REQUIREMENTS OF TECHNICAL PROPOSAL:

All the bidders submitting their bids against this bid must submit the qualifications application along with the information in the following formations together with the relevant documentation:

1. **Market Presence:**
 - a. Firm name, its status, address, telephone numbers(s), fax number, email address.
 - b. Copy of Income tax Return for last 02-years
 - c. Copy of Firms's GST/PST number certificate
 - d. Copy of Firm;s NTN certificate
 - e. Copy of CNIC of Firm's Authorized representative
 - f. Detail of officers/branches operated nationwide
2. **Financial Soundness:**
 - a. Financial soundness certificate, bank statement/certificates for at least 12 months/financial year
3. **Working Experience:**
 - a. Only firms having minimum 02-years' experience of Pest and Rodent Controls in Large size building may apply, Documentary evidence should be submitted.
 - b. List of similar nature Successful completion or In-hand projects.
4. **Quality Assurance & Health, Safety, Environment Polices & Procedures:**
 - a. Submission of Comprehensive Quality, Health, Safety & Environment Policies & Procedures.
 - b. Submission of Proposed Methodology, Approach & Organ gram for the project.
5. **Weekly/Monthly Performance Report Formats:**
 - a. Submission of Comprehensive Performance Report Formats Required.
 - b. Submission of Data Analysis Formats Required etc.
6. **Key Professionals and visits plans for maintenance:**
 - a. List of Key Personnel including:
 - i. Technical/Related Field Staff
 - ii. Managers
 - iii. Supervisors
 - iv. Other Support Staff
7. **Medicine source of supply and International/National Health Safety approvals:**
 - a. Chemicals/Medicine to be used for this work should be internationally/nationally approved by health organization (Proof required)
8. **Proposed Solution:**
 - a. Proposed solution, machinery use for this work, No. of visits of site, type and make of chemicals and medicines use, Certifications from National/International Organizations for the same work and related methodology etc.
9. **Affidavit to the effect that the firm is not blacklisted by any public sector organization.**

Technical Evaluation Criteria				
	Criteria	Range	Max. Score	Score Obtained
1)	Market Presence and Establishment of the Company	05- Points for each year of establishment	10	
2)	Financial Soundness	02- Points for each 0.5 million revenue generated during last 12 months/financial year (proof of PO/contract/Financial Statements)	10	
3)	Experience for same type of job in large organizations	02- Point for each project/work for same nature of job/work (list of project required as proof)	10	
4)	Quality, Health, Safety & Environment Policies & Procedure	10- Points for comprehensive policies and procedures, methodology, approach & organogram	10	
5)	Weekly/Monthly Maintenance plans report formats	10- Points for reports to purchaser formats and information details	10	
6)	Company's Total Staff and Proposed Staff/monthly visits to purchasers premises for SLA	10- Points for proposed staff for supported for the services and monthly visits of site and support mechanism plan on monthly basis	10	
7)	Chemical/Medicines to be used for this work should be internationally/nationally approved by health organizations	other internationally/nationally approved by health organizations (Proof required) Required complete technical brochures	20	
8)	Proposed Solutions, machinery use for this work, No of visits of site by technical staff, type and make of chemicals and medicines etc	20- Points for the proposed solution and project plan required complete technical brochures	20	
Total			100	

Total marks: 100

Total marks Obtained: _____

Qualifying marks 70%

Annexure-C: Financial Proposal Submission Form

(Part of Financial Bid Envelope)

Name of the Company/Firm : _____

Address of the Company/Firm : _____

NTN No : _____

PTN No : _____

Sr. No	Description	Location	Monthly Service Charges (Rs)
1	Monthly Service Charges (Services/Solution Required for the PEST Control for complete Building include charges of the staff deployed & services	Rawalpindi Institute of Cardiology, Rawal Road, Rawalpindi	
Total			
Provincial Sales Tax (PST)			
Grand Total Inclusive of all Taxes			

Authorized Signature with Stamp

Name

Date

Annexure-D: Instructions for preparation of power of attorney

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure-E: Format of POWER OF ATTORNEY

(bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the Operation) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and
Address) Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Annexure-F: Undertaking

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information documents.

Dated this _____ day of _____ 20__

Signature
(Company Seal)

In the capacity of
Duly authorized to sign bids for and on behalf of:

Annexure-G : Tender Security Form

TENDER SECURITY FORM

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has submitted Tender against Tender Name (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Operator a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Operator withdraws the Tender during the period of the Tender validity specified by the Operator on the Tender Form; or
2. If the Operator does not accept the corrections of his Total Tender Price; or
3. If the Operator, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document. Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him. Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee. This guarantee shall remain valid up to _____ or until furnishing of the Performance

Security, whichever is later.

Date this _____ day of 2020.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annexure-H: PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date:

WHEREAS [Name and Address of the Service Provider] (hereinafter called "the Service Provider") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Service Provider shall furnish Performance Security, within ten working days of the receipt of the Acceptance Letter from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Service Provider a Guarantee; THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Service Provider commits a default under the Contract;
2. If the Service Provider fails to fulfill any of the obligations under the Contract;
3. If the Service Provider violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him. And further provided that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this _____ day of 2020.

GUARANTOR

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____

Annexure-I : Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

c) We agree to abide by this proposal for the period of ____ days (as per requirement of the Services) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

g) We would like to clearly state that we qualify for this work as our company meets all the prequalification criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

Annexure-J: Standard Monetary Deductions for Default/Non-performance of Services

Rate per Service Hour (RPSH) = (Bid Value x 12) / [365]

Description of Infraction	Fine for each occurrence(PKR)
<u>Non-compliance as per Scope of Work (Per Month)</u>	<u>5 X RPSH</u>