REQUEST FOR PROPOSALS

OPERATIONAL CUM TECHNICAL ASSESSMENT/EVALUATION OF EXISTING 19 INCINERATORS IN PUNJAB

2016 – 17

GOVERNMENT OF THE PUNJAB
PRIMARY & SECONDARY HEALTHCARE DEPARTMENT
1-Birdwood Road, LAHORE
# Table of Contents

INSTRUCTIONS TO APPLICANTS ................................................................................................................................. 4

A. General Instructions: ........................................................................................................................................... 4

B. Preparation of Proposals: ..................................................................................................................................... 5

C. RFP Security: ......................................................................................................................................................... 7

D. Submission of Proposals: ..................................................................................................................................... 7

E. Procedure for selection of firms: ........................................................................................................................... 8

F. Opening of Proposals: .......................................................................................................................................... 8

G. Evaluation of Proposals: ....................................................................................................................................... 9

H. Contacting the Procuring Agency: ....................................................................................................................... 10

I. Rejection of Proposals: ......................................................................................................................................... 11

J. Re-Invitation: ......................................................................................................................................................... 11


L. Notification of award: .......................................................................................................................................... 11

M. Signing of Contract: ............................................................................................................................................ 11

N. Performance Guarantee: ..................................................................................................................................... 11

O. Schedule of Requirement: .................................................................................................................................. 11

P. Redressal of grievances by the Procuring Agency .............................................................................................. 12

Q. Arbitration ........................................................................................................................................................... 12

Evaluation Criteria of services ........................................................................................................................................ 12

Form of Contract ....................................................................................................................................................... 13

General Conditions of Contract ................................................................................................................................ 14

General Provisions .................................................................................................................................................... 14

A. Commencement, Completion, Modification and Termination of Contract ...................................................... 15

B. Obligations of the Third Party ............................................................................................................................ 19

C. Third Party’s Experts ............................................................................................................................................. 20

D. Obligations of the Procuring Agency .................................................................................................................. 21

E. Payments to the Third Party ................................................................................................................................ 21

F. Fairness and Good Faith ....................................................................................................................................... 22

G. Settlement of Disputes ......................................................................................................................................... 22

Special Conditions of Contract .................................................................................................................................. 23

ANNEXURE-I ............................................................................................................................................................ 24

TERMS OF REFERENCES .......................................................................................................................................... 24

Annexure-II .................................................................................................................................................................. 26
Technical Proposal Submission Form ................................................................. 26
Annexure-III ............................................................................................................... 27
Financial Proposal Submission Form ................................................................. 27
ANNEXURE-IV ........................................................................................................ 28
INCINERATOR SITES AT DHQ HOSPITALS IN PUNJAB ........................................ 28
INSTRUCTIONS TO APPLICANTS

A. General Instructions:

i. Scope of Applications:

In connection with the Request for Proposal (RFP), the Procuring Agency, issues this Document for “OPERATIONAL CUM TECHNICAL ASSESSMENT/EVALUATION OF EXISTING 19 INCINERATORS IN PUNJAB”.

ii. Corrupt or Fraudulent Practices:

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

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

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

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

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

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

V. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

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

iii. Information of the applicants:

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

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

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

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

The applicants must submit its proposal as per TORs.

v. Clarification or amendment documents:

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

a. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing. The amendment shall be sent to all applicants/firms and will be binding on them. The firms/applicants shall acknowledge receipt of all amendments in writing.

b. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the firms/applicants reasonable time to take an amendment into account in their Proposals.

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

B. Preparation of Proposals:

I. Language of Proposal:

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

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

III. The applicant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency (PA) shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The PA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the applicant as per PPRA 2014.
IV. The applicant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form.

V. The applicant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture as participated in EOI, in another Proposal. If an applicant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

VI. The Applicant Proposal must remain valid for 60 days after the Proposal submission deadline.

VII. During this period, the applicant firm shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

VIII. If it is established that any Key Expert nominated in the applicant Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

IX. The PA will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the PA may request, in writing, all applicants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.

X. If the applicant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

XI. The applicant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

XII. If any of the Key Experts become unavailable for the extended validity period, the Applicant shall provide a written adequate justification and evidence satisfactory to the PA together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

XIII. If the Applicant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the PA, such Proposal will be rejected.

XIV. The Applicant shall not subcontract the Services.

XV. While preparing the Proposal, the Applicant must give particular attention to the following:
   a. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
   b. The Applicant is required to submit a Full Technical Proposal.
   c. The Financial Proposal shall be prepared using the Standard Form provided in this RFP. It shall list all costs associated with the assignment, including:
      (i) Remuneration for Key Experts and Non-Key Experts
(ii) Provisional sums when applicable

(iii) Contingency.

(iv) Other expenses

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

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

C. RFP Security:

There is no Bid Security for this Particular RFP.

D. Submission of Proposals:

I. Format and Signing of proposal:

The proposal shall be typed and signed by the applicant or Lead applicant. The person or persons signing the proposal shall initial all pages of the proposal.

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

All the documents should be duly attested (signed and stamped) by the authorized person of applicant or Lead applicant.

II. Sealing and Marking of Proposals:

The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope. It should contain marking “OPERATIONAL CUM TECHNICAL ASSESSMENT/EVALUATION OF EXISTING 19 INCINERATORS IN PUNJAB”

The inner and outer envelopes shall:

a) be addressed to the Procuring Agency at the address given in the Invitation for Proposals/Advertisement issued in the press; and

b) bear the sentence: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the invitation letter.

The inner envelopes shall also indicate the name and address of the Applicant/Lead Applicant to enable the proposal to be returned unopened in case it is declared as non-responsive or late.

If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the proposal’s misplacement or premature opening.

III. Deadline for Submission of Proposals:

Proposals must be submitted by the Applicant and received by the Procuring Agency by the date & time mentioned in Advertisement.

The Procuring Agency may extend the deadline for the submission of Proposals, subject to publication of corrigendum in press.
IV. **Late submission:**

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

V. **Withdrawal of Proposals:**

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

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

E. **Procedure for selection of firms:**

Single stage – two envelopes procedure shall be applied:

(i) The proposal shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

(ii) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;

(iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;

(iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;

(v) During the technical evaluation no amendments in the technical proposal shall be permitted;

(vi) The financial proposals shall be opened publicly at a time, date and venue to be announced and communicated to the Applicants in advance;

(vii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the proposal validity period, publicly open the financial proposals of the technically accepted Proposals only. The financial proposal of applicant/firm found technically non-responsive shall be returned un-opened to the respective Applicants; and

(viii) The proposal found to be the lowest evaluated proposal shall be accepted which will be declared on the lowest cost base.

F. **Opening of Proposals:**

I. **Opening of Proposals by the Procuring Agency:**

The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL in the presence of Applicant’s representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Proposals. The Applicant’s representatives who will be present shall sign the attendance sheet as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL shall remain unopened and be retained in safe custody of the Procuring Agency till completion of the evaluation process.
The Applicant’s names, amount of Proposal Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of Technical Proposal. No proposal shall be rejected at technical proposal/proposal opening, except for late Proposals, which shall be returned unopened to the Applicant. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the proposal prices, discounts (if any), and the presence or absence of requisite proposal security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

II. Clarification of Proposals:

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

G. Evaluation of Proposals:

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

Applicants who,

(a) agree to the Procuring Agency’s request for extension of proposal validity period shall not be permitted to change the substance of their Proposals; and

(b) do not agree to an extension of the proposal validity period shall be allowed to withdraw their Proposals, if any.

II. Preliminary Examination:

The Procuring Agency shall examine the Proposals to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the Proposals are generally in order.

The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a proposal which does not constitute a material deviation (or changes the substance of the proposal), provided such waiver does not prejudice or affect the relative ranking of any Applicant.

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

If a proposal is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Applicant by correction of the nonconformity.
In the financial Proposals (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis.

a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Applicants/Suppliers do not accept the correction of the errors, its proposal shall be rejected.

b. If there is a discrepancy between words and figures, the amount in words shall prevail.

III. Evaluation and Comparison of Proposals:

The Procuring Agency shall evaluate and compare the Proposals on the basis of complete scope of work services, which have been determined to be substantially responsive.

The Procuring Agency’s evaluation of technical proposal shall be on the basis of the defined criteria.

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

The financial proposals of only those technically responsive applicants shall be opened.

IV. Evaluation of Financial Proposals:

a. After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals.

b. Financial proposals shall be opened publicly in the presence of the applicant’s representatives who choose to attend. The name of the applicants shall be read aloud. The financial proposal of the technically responsive applicants shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically non-responsive Applicants shall be returned unopened). These financial proposals shall be then opened, and the total prices will be read aloud and recorded.

c. Incomplete proposal shall stand rejected. The scope of work or services described in the technical proposal must be priced in financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.

d. Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial proposal may be corrected by the Procuring Agency. When correcting computation error in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.

e. The lowest responsible applicant will be declared with standard requirements. The price of optional items will not be considered while establishing the winner by employing lowest cost based criteria.

H. Contacting the Procuring Agency:

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

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

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

Notice of the rejection of any or all proposals shall be given promptly to the concerned Applicants that submitted proposals.

J. **Re-Invitation:**

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

K. **Announcement of Evaluation Report:**

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

L. **Notification of award:**

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

M. **Signing of Contract:**

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

Within ONE week of receipt of the Contract Form, both the successful Applicant and the Procuring Agency shall sign the Contract.

N. **Performance Guarantee:**

On the date of signing of the Contract, the successful Applicant shall furnish the Performance Guarantee/Security equal to 2% of the contract amount. The performance security shall be deposited in the shape of Deposit at Call/ Pay order/ Demand Draft within 07 days of Notification of Award/Letter of Intent for a period equal to the period of contract.

O. **Schedule of Requirement:**

The assignment shall be completed in all respects within 30 days after the date of signing of contract (without penalty) and with prescribed penalty, as per following schedule of requirement:

<table>
<thead>
<tr>
<th>Mode of penalty</th>
<th>Completion Period</th>
<th>Total Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Without Penalty</td>
<td>30 Days</td>
<td>30 Days</td>
</tr>
</tbody>
</table>

In case of delay, beyond the period specified in the Schedule of Requirements, penalty @ 0.2% per day of the Contracted amount for late accomplishment of the assignment shall be imposed.
P. Redressal of grievances by the Procuring Agency

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

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

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

Any applicant not satisfied with the decision of the committee of the Procuring Agency may lodge an appeal in the relevant court of jurisdiction.

Q. Arbitration

Arbitrator will be appointed with mutual consent of the Procuring Agency and Contracted Party. The decision of the Arbitrator will be final and binding on both the Parties.

Evaluation Criteria of services

For evaluation purpose; Lowest Cost Based Selection procedure will be adopted as per Following aspects will be evaluated by an Evaluation Committee;

<table>
<thead>
<tr>
<th>No.</th>
<th>Parameter</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Experience</td>
<td>The Party’s specialized skills, working on the similar assignment and access to particular technologies related to the assignment.</td>
</tr>
<tr>
<td>(b)</td>
<td>Financial capability</td>
<td>Financial capability of the Party may be evaluated with a view to ensuring that the applicant can complete the assigned task in a timely manner. The Financial worth must be Rs. 10 Million If the Financial worth of the firm is less, then Rs. 10 Million the firm will not be eligible.</td>
</tr>
<tr>
<td>(c)</td>
<td>Approach and Methodology</td>
<td>The methodology proposed by the applicants shall be evaluated for its innovativeness and soundness with complete schedule.</td>
</tr>
<tr>
<td>(d)</td>
<td>Quality Management</td>
<td>The availability of a well-established quality management system with qualified staff.</td>
</tr>
<tr>
<td>(e)</td>
<td>Key Staff Proposed</td>
<td>Qualification and experience of the proposed staff of the applicant firm in the relevant field. Technical Staff (Engineers/Environmental Experts/Waste Management Experts and their qualification. Supportive staff</td>
</tr>
</tbody>
</table>
Form of Contract

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

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

WHEREAS;

(a) the Procuring Agency has requested the Third Party to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
(b) the Third Party, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract;
   (b) The Special Conditions of Contract;
   (c) Appendices:
      In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Third Party shall be as set forth in the Contract, in particular:
   (a) the Third Party shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Procuring Agency shall make payments to the Third Party in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Name of Procuring Agency]

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

[Authorized Representative of the Third Party – name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Third Party [insert the Name of the Joint Venture]
[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]
General Conditions of Contract

General Provisions

1. Definitions

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

(a) “Applicable Law” means the laws and any other instruments having the force of law in the Procuring Agency’s country, as they may be issued and in force from time to time.

(b) “Procuring Agency” means [the implementing/ executing] agency that signs the Contract for the Services with the Selected Third Party.

(c) “Third Party” means a legally-established professional consulting firm or entity selected by the Procuring Agency to provide the Services under the signed Contract.

(d) “Contract” means the legally binding written agreement signed between the Procuring Agency and the Third Party and which includes all the attached documents of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(e) “Day” means a working day unless indicated otherwise.

(f) “Effective Date” means the date on which this Contract comes into force and effect.

(g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Third Party, Sub-Third Party or JV member(s) assigned by the Third Party to perform the Services or any part thereof under the Contract.

(h) “GCC” means these General Conditions of Contract.

(i) “Government” means the government of the Procuring Agency’s country.

(j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

(k) “Key Expert(s)” means an individual professional (s) whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Third Party’s proposal.

(l) “Local Currency” means the currency of the Procuring Agency’s country.
(m) “Non-Key Expert(s)” means an individual professional (s) provided by the Third Party.

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

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

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

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

2. Law Governing Contract

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

3. Language

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

4. Communications

4.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address.

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

5. Location

5.1. The Services shall be performed at such locations as are specified in TORs.

6. Authority of Member in Charge

6.1. In case the Third Party is a Joint Venture, the members hereby authorize the member to act on their behalf in exercising all the Third Party’s rights and obligations towards the Procuring Agency under this Contract.

7. Authorized Representatives

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

A. Commencement, Completion, Modification and Termination of Contract

8. Commencement of Services

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

9. Expiration of Contract

9.1. Unless terminated earlier, this Contract shall expire at the end of time period mentioned.
10. Entire Agreement

10.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

11. Force Majeure

a. Definition

11.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

11.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Third Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

11.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

11.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

11.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the
time during which such Party was unable to perform such action as a result of Force Majeure.

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

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

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

12. Suspension

12.1. The Procuring Agency may, by written notice of suspension to the Third Party, suspend all payments to the Third Party hereunder if the Third Party fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Third Party to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Third Party of such notice of suspension.

13. Termination

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

a. By the Procuring Agency

13.2. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days’ written notice of termination to the Third Party in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):

(a) If the Third Party fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

(b) If the Third Party becomes (or, if the Third Party consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Third Party fails to comply with any final decision reached as a result of arbitration proceedings;
(d) If, as the result of Force Majeure, the Third Party is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Third Party fails to confirm availability of Key Experts as required.

13.3. Furthermore, if the Procuring Agency determines that the Third Party has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Third Party, terminate the Third Party’s employment under the Contract.

b. By the Third Party

13.4. The Third Party may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Procuring Agency fails to pay any money due to the Third Party pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Third Party that such payment is overdue.

(b) If, as the result of Force Majeure, the Third Party is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.

(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Third Party may have subsequently approved in writing) following the receipt by the Procuring Agency of the Third Party’s notice specifying such breach.

c. Cessation of Rights and Obligations

13.5. Upon termination of this Contract or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth, (iii) the Third Party’s obligation to permit inspection, copying and auditing of their accounts and records set forth, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

13.6. Upon termination of this Contract by notice of either Party to the other, the Third Party shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make
every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Third Party and equipment and materials furnished by the Procuring Agency, the Third Party shall proceed as provided, respectively.

e. Payment upon Termination

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

(a) payment for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

B. Obligations of the Third Party

14. General:

a. Standard of Performance

14.1. The Third Party shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Third Party shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency’s legitimate interests in any dealings with the third parties.

14.2. The Third Party shall employ and provide such qualified and experienced Experts as are required to carry out the Services.

b. Law Applicable to Services

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

15. Conflict of Interests

15.1. The Third Party shall hold the Procuring Agency’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

16. Confidentiality

16.1. Except with the prior written consent of the Procuring Agency, the Third Party and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Third Party and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

17. Accounting, Inspection and Auditing

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

18.1. The Third Party shall submit to the Procuring Agency the reports and documents regularly which will also keep track the activities in right directions as per requirements.

19. Proprietary Rights of the Procuring Agency in Reports and Records

19.1. All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Third Party for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Third Party shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Third Party may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency. The Third Party will provide all documentation including software and its code.

20. Equipment, Vehicles and Materials

20.1. Equipment, vehicles and materials made available to the Third Party by the Procuring Agency, or purchased by the Third Party wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Third Party shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency’s instructions. While in possession of such equipment, vehicles and materials, the Third Party, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

20.2. Any equipment or materials brought by the Third Party or its Experts into the Procuring Agency’s country for the use either for the project or personal use shall remain the property of the Third Party or the Experts concerned, as applicable.

C. Third Party’s Experts

21. Replacement of Key Experts

21.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

21.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Third Party’s written request and due to circumstances outside the reasonable control of the Third Party, including but not limited to death or medical incapacity. In such case, the Third Party shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

22. Removal of Experts

22.1. If the Procuring Agency finds that any of the Expert(s) has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that Third Party’s Expert have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the
Services, the Third Party shall, at the Procuring Agency’s written request, provide a replacement.

22.2. In the event that any of Key Expert(s), Non-Key Expert(s) is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Third Party to provide a replacement.

22.3. Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

22.4. The Third Party shall bear all costs arising out of or incidental to any removal and/or replacement of such Expert(s).

D. Obligations of the Procuring Agency

23. Assistance and Exemptions

23.1. The Procuring Agency shall use its best efforts to:

(a) Assist the Third Party in getting work permissions for the health facilities and such other documents as shall be necessary to enable the Third Party to perform the Services.

(b) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Provide to the Third Party any such other assistance as may necessary in execution of services.

24. Access to Health Facilities

24.1. The Procuring Agency warrants that the Third Party shall have, free of charge, unimpeded access to the health facilities in respect of which access is required for the performance of the Services.

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

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

E. Payments to the Third Party

26. Contract Price

26.1. The Contract price is fixed.

26.2. Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services and have amended in writing the Terms of Reference.

27. Taxes and Duties

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

28. Currency of Payment

28.1. Any payment under this Contract shall be made in the Pak Rs.
29. Mode of Billing and Payment

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

29.2. The payments under this Contract shall be made in lump-sum against deliverables and completing the scope of work and shall be made only after the final report have been submitted by the Third Party and approved as satisfactory by the Procuring Agency. The Services shall then be deemed completed and finally accepted by the Procuring Agency.

F. Fairness and Good Faith

30. Good Faith

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

G. Settlement of Disputes

31. Amicable Settlement

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

31.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, the decision will be made by the Additional Chief Secretary, Punjab; being an Arbitrator.

32. Dispute Resolution

32.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration.
Special Conditions of Contract

Expiration of Contract: The time period shall be 60 days after signing of the Contract and till submission of final report.

Contract price The Contract price is Rs. _________________ inclusive of all taxes.

The payment schedule The amount will be paid after completion and acceptance of the project.

Documents' ownership Complete documents, Final Report, Data Base will be the property of the Procuring Agency.
ANNEXURE-I

TERMS OF REFERENCES

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

OBJECTIVES

- Technical audit of incinerators both functional and non-functional installed in the health care facilities as per Annexure-IV.
- Existing management practices at these facilities (collection, storage, transfer and transport, final disposal) and environment soundness of these facilities.
- Assessing the optimum capacity of the plants and existing institutional mechanism for hospital waste management.
- Estimate operational cost to run these plants with the proposed institutional mechanism backed with credible hospital waste transportation system.

Scope of work

The assignment will include but not limited to the followings:

1) Carry out field surveys to physically examine existing conditions of incinerators.
2) Collection of pictorial evidence of each incinerator, its components and working conditions.
3) Detail review of engineering design of Incinerators and layout of Waste Treatment Area.
4) Assessment of environmental profile of an area (near vicinity of the already installed incinerator.
5) Review of documentation regarding use, maintenance and complaints
6) Evaluation of working condition, suitability of equipment design, combustion and operation.
7) Detail technical assessment of health care waste incinerator.
8) Review of engineering and technological aspects.
9) The consultant will assess records keeping for maintenances activities to prevent premature failure of equipment
10) Assessment of operator’s capability to carry out proper operation and use to minimize emission and other risk associated with incinerators.
11) The consultant will assess health and safety measures to protect, workers, visitors and surrounding residents during operation and closure.
12) The consultant will assess wind, rainfall that affects windblown, litter, dust odor, noise and stack gas emission.
13) The consultant will give conclusion and recommendations with respect to the carried out study for each of the Incinerator as well as for collective.
14) The consultant will give recommendation to improve technological and engineering design and provide report for incinerator.
15) The consultant will carry out financial estimation for operation and maintenance for each incinerator with respect to operation and pollution abatement.
DELIVERABLES

1) Draft report covering the above scope of work in editable soft copy version, professionally composed and developed in line with best consulting practices, with references, notes and citation for each of the Incinerators.

2) Final Report incorporating any component or changes requested by the Primary & Secondary healthcare Department.

3) Consultant shall be available to support his/her statements and opinion in the deliverables to the department and as when requested during and after the Contract for at least three months.

4) The consultant should continue to provide any support and/ or data, post submission of final report that may be required for the retrofitting of the incinerators.

5) Develop protocols for its safe operation to protect the operational staff and environment.

6) Any other information that the Consultants finds appropriate with respect to the project.
Annexure-II
Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Procuring Agency]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”.

[If the Third Party is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy [insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the documents.

(c) We have no conflict of interest.

(e) Neither we, nor our JV/associate partners or any of the proposed experts prepared the TOR for this consulting assignment.

(f) We undertake to negotiate the Contract as per PPRA Rules 2014. We accept that the substitution of Key Experts may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(h) We undertake to observe the laws against fraud and corruption, including bribery, in force in the country.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ______________________________

Name and Title of Signatory: ______________________________

Name of Third Party (JV’s name): ______________________________

In the capacity of: ______________________________

Address: ______________________________

Contact information (phone and e-mail): ______________________________

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}
Annexure-III

Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sir:

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

Our attached Financial Proposal is for the amount of [Indicate the corresponding to the amount(s)] [Insert amount(s) in words and figures] which is lump sum for the whole assignment, including all direct and indirect local taxes.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: __________________________
Name and Title of Signatory: __________________________
In the capacity of: __________________________
Address: __________________________________________
E-mail: __________________________________________

{For a joint venture, either all members shall sign or only the lead member/Third Party, in which case the power of attorney to sign on behalf of all members shall be attached.}
ANNEXURE-IV
INCINERATOR SITES AT DHQ HOSPITALS IN PUNJAB

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