



PUBLIC HEALTH REFERENCE LAB (PHRL)

STANDARD BIDDING
DOCUMENTS

FOR NATIONAL COMPETITIVE BIDDING PAKISTAN

FOR

WASTE MANAGEMENT AND DISPOSAL SERVICES
FOR PHRL, HAYATABAD PESHAWAR

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Tender Notice

Waste Management and Disposal Services at the Public Health Reference Laboratory, Khyber Medical University, Peshawar, KP Pakistan.

PHRL invites interested service providers to express interest by bids for the following works. The PHRL is a government organization that provides services clinical testing services on provincial level in KP.

Waste Management and Disposal Services at the Public Health Reference Laboratory, Khyber Medical University Peshawar, KP Pakistan

PHRL requires the effective provision of collection and disposal of medical waste. PHRL is running 05 testing laboratories along with vaccination center. As health facilities, the medical waste must be disposed properly according to the standards of the Ministry of Health, and Environmental Protection Agency of the Republic of Pakistan.

Scope of Work

To provide proper waste removal from the PHRL designated areas, proper transportation, separation and disposal. The scope of the contract shall include:

Health Care Infectious Waste Services
Waste containing blood, secretions or any other biological waste entailing a risk of contamination
Waste containing chemical substances: leftover laboratory solvents, disinfectants, photographic developers, and fixers. Needles, syringes, blades, glass
Waste containing protective clothing, helmets, gloves, face shields, goggles, facemasks and/or respirators or other equipment designed to protect the wearer (PPEs)

Services required

- Daily collection of medical waste (Biological waste, sharp objects and Chemical waste) from Public Health Reference Lab premises with firm own arrangement required as defined by Ministry of Health, and Environmental Protection Agency of the Republic of Pakistan.
- Transportation of medical waste to process and dispose to final site according to medical waste disposal protocol defined by the Ministry of Health, and Environmental Protection Agency of the Republic of Pakistan.

Bid Evaluation Criteria for Waste Management and Disposal Services

- Registered with KPRA, Sales Tax, Income Tax who are on (Active Tax Payer List of FBR).
- The company must be registered with Pakistan Environmental Protection Agency.
- Rate must be Quoted Per KG same for all kinds of waste as defined in scope of work

Last date for bid submission

06/06/2023.

Submission of Documents

The Proposals must be delivered Tender Box, Main Admin Block, KMU, Phase 5, Hayatabad Peshawar.

Note: PHRL reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers/ Consulting Firms.

Bid Data Sheet

ITB Ref.	Introduction/Description	Detail
ITB 1.1	Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	KMU-PHRL, Phase 5, Hayatabad Peshawar
ITB 1.1	Loan or credit or Project allocation number. Loan or credit or Project allocation amount.	Not Applicable
ITB 1.1	Name of Project	Hiring Waste Management and Disposal Services for KMU-PHRL, Phase 5, Hayatabad Peshawar
ITB 1.1	Name of Contract	Individual Contract
ITB 4.1	Name of Procuring agency.	PHRL, Khyber Medical University, Phase 5, Hayatabad Peshawar
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile, numbers.	PHRL, KMU, Phase 5, Hayatabad Peshawar Tel No: 091- 9217240, Emai: POPHRLKMU@gmail.com
ITB 8.1	Language of the bid.	English
Bid Price and Currency		
ITB 11.2	Price quoted shall be:	Pakistan Rupees (Rs.)
ITB 11.5	The price shall be fixed	The rate per kg shall be fixed and valid till 30 th June 2024

Preparation and Submission of Bids		
ITB 13.3 (d)	Qualification requirements.	As Bid Evaluation Criteria
ITB 14.3 (b)	Spare parts required for----- of years of operation	NOT APPLICABLE
ITB 15.1	Amount of bid security.	Rs.200,000/- each bidder in the shape acceptable as per KPPRA Act & Rules except PO in the name of Treasurer, KMU.
ITB 16.1	Bid validity period.	30/06/2024
ITB 17.1	Number of copies.	One (original bid)
ITB 18.2 (a)	Address for bid submission.	Tender Box, Main Admin Block, KMU, Phase 5, Hayatabad Peshawar.
ITB 18.2 (b)	IFB title and number.	Hiring Waste Management and Disposal Services

AGREEMENT

HAZARDOUS WASTE COLLECTION & INCINERATION SERVICES

Dated: DDMMYYYY

Between

FRIM NAME AND ADDRESS

And

PHRL, KHYBER MEDICAL UNIVERSITY LABORATORY

This service Contract "Hazardous Waste Collection & Incineration Services" (hereinafter called the "Contract") is made at Peshawar for which the services will be initiated on **DAY MONTH YEAR**

Between

PUBLIC HEALTH REFERENCE LAB, KHYBER MEDICAL UNIVERSITY LABORATORY Phase 5 Hayatabad, Peshawar (hereinafter called the "First party") which expression shall include successors, legal representatives and permitted assigns) of the first party

And

FIRM NAME AND ADDRESS CONTACT hereinafter called the "Second party"). This Service includes scope of services/terms of reference, general conditions of contract, special conditions of contract, and appendices.

WHEREAS:

- (a) The First party has requested the second party to provide certain services as defined in the contract (hereinafter called the "Hazardous Waste Collection & Incineration services");
- (b) The Second Party having the required professional skills, expertise and technical resources, has agreed to provide the collection & incineration services to the First party on the terms and conditions set forth in this contract;

This contract consists of the terms and conditions set forth in the section captioned by numbered and article designations "Articles" which are incorporated and made part this Contract.

Article 1 – Scope of services

Article 2 – Name of Labs under the scope of work

Article 3 – Obligations of the First party

Article 4 – Obligations of the second party

Article 5 – Mechanism

Article 6 – Duration of the contract

Article 7 – Confidentiality

Article 8 – Payment terms

Article 9- Communication

Article 10 – Law & jurisdiction

Article 11 – Force Majeure

Article 12 – Dispute Resolution

Article 13 – Termination of Services

ARTICLE 1: SCOPE OF SERVICES

The Second party shall perform the services of transportation and incineration of Hazardous Waste, collected from the designated area of First party. The segregation and interim storage of the Hazardous Waste is the responsibility of First party

ARTICLE 2: NAME OF LAB UNDER THE SCOPE OF WORK

Following is the lab which is under the scope of work for the services.

PHRL, Lab Peshawar

ARTICLE 3: OBLIGATIONS OF THE FIRST PARTY

3.1 The First party is highly recommended to ensure, having the availability of all waste, consumables and allied items in designated area to ensure the effective and in-time collection from lab premises.

The First party shall also ensure to put the Glass/Sharps Waste in RED Bag and syringes/blades in a YELLOW SHARP CONTAINER.

3.2 The First party is also highly recommended to ensure every bag is being collected within 24-hour times of its placement to once got filled, and store in controlled temperature till the arrival of vehicle from second party, for collecting those bags.

3.3 The first party is nominating the below mentioned person as a focal person who will be responsible for the invoicing & handing over of waste.

The name of focal person is Mr. **NAME, DESIGNATION, CNIC No: AND CONTACT**

ARTICLE 4: OBLIGATIONS OF THE SECOND PARTY

4.1 The second party shall

(a) collect the properly segregated Hazardous Waste by the staff of FIRST party from the designated place of the First party in its own purpose-built yellow vehicle equipped with designated place of the First party in its own purpose-built yellow vehicle equipped with refrigeration system

(b) Transport the Hazardous Waste to the incineration site through safe and environmentally controlled mechanism

(c) Incineration of Hazardous waste in Incinerator according to Hospital waste Management Rules 2005 EPA -KPK

(d) Disinfection and shredding of glass waste through Autoclaving and Shredding

4.2 The second Party shall provide all the relevant date of the collection and disposal of waste.

4.3 The Second party Shall provide the access of HWM Software to the First party for online viewing of waste collected and incinerated.

ARTICLE 5: MECHANISM

5.1 The vehicle of the second party shall visit the first party designated area as per agreed schedule between the parties.

5.2 The First party shall hand over the properly segregated, sealed and tagged bags to the representatives of the second party.

5.3 The Second party shall submit the monthly data of total waste collected and incinerated along with the monthly bill

ARTICLE 6: DURATION OF THE CONTRACT

The contract shall commence from the date of signature by the parties which will be valid for 1 year and is extendable upon satisfactory performance up to 3 years.

ARTICLE 8: PYMENT TERMS

7.1 Payment will be made as per monthly waste collection data duly signed by the representative of the First party at the time of collection of waste by the Second party.

7.2 The rate of Rs. shall be charged per KG.

7.3 The amount of tax will be deducted as per Government Rules applied.

7.4 The Second party shall pay **SECURITY RS.**

7.5 The collection charges shall remain same throughout agreement.

7.6 The payment will be made to the second party rate per kg multiple by total waste KG.

ARTUCLE 9: COMMUNICATION

Any notice communication or statement relating to this contract shall be delivered in writing and deemed effective upon delivery if delivered in person, upon transmission if delivered by verified facsimile transmission, or when delivered via registered or certified mail.

ARTICLE 10: LAW&JURISDICTION

All terms of this agreement are subject to the jurisdiction of Government of Pakistan and are subject to all laws and regulations therein. Any claim against either the First party or the second party will be subject to rulings of the appropriate local and federal courts.

ARTICLE 11: FORCE MAJEURE

Parties shall not be liable for any failure or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control materially affects the performance of any its obligations under this agreement and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

ARTICLE 12: DISPUTE RESOLUTION

Any dispute arising in connection with this Agreement shall be settled by the parties amicably within a period of 10 days from the service of notice, failing which the same shall be referred to Arbitration under the Arbitration Act, 1940 and a single Arbitrator shall be appointed with mutual consent of both parties. The venue of arbitration shall be Lahore or Peshawar. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitration proceedings shall be concluded within one month of such reference and the cost/fee etc. shall be borne by the party seeking arbitration.

ARTICLE 13: TERMINATION OF SERVICES

This contract may be terminated by either party as per provisions setup below.

Second party shall be liable to proceed for the termination of contract, if any of the given below situation arises.

- 1.The payment is not being made on agreed payment schedule / within stipulated time period
- 2.If the payment is being delayed by the first party on regular basis
- 3.If the first party concerned staff will not be cooperative and create hindrances in the execution of duties by second party.
4. If the first party shall not perform its duties as per defined scope of work

First party shall be liable to proceed for the termination of contract, if any of the given below situation arises.

1. The services are not being performed by second party as per their defined scope of work in contract.

Both parties shall responsible to give a fifteen days prior notice before the termination of services.

IN WITNESS WHEREOF, the parties hereto have caused the contract to be executed on the day month and year indicated above.

Signed on behalf of **FIRM NAME**

FIRST PARTY

Registrar

PHRL, KMU

SECOND PARTY

Name & Designation

FIRM NAME & ADDRESS