

CENTRAL POWER PURCHASING AGENCY



BIDDING DOCUMENT

HIRING THE SERVICES (DIRECT OR THROUGH SERVICE PROVIDER) FOR DAYCARE OUTSOURCE FACILITY

OCTOBER 2023

Contents

PURPOSE	3
INTRODUCTION	3
GENERAL INSTRUCTIONS	3
Annexure-B.	3
19. Bid Evaluation	3
20. Rejection of Bids	4
21. Redressal of Grievances.....	4
GENERAL CONDITIONS OF CONTRACT (GCC).....	5
TERMS OF REFERENCES / SCOPE OF SERVICES.....	7
EVALUATION CRITERIA	9
PRICE SCHEDULE.....	11
Annexure-C.....	12
Format for Covering Letter.....	12
Annexure-D	17

PURPOSE

Central Power Purchasing Agency (Guarantee) Limited (CPPA-G) invites registered services companies or daycares to provide state of the art services of Daycare for the employees of Central Power Purchasing Agency (Guarantee) Limited (CPPA-G).

INTRODUCTION

Central Power Purchasing Agency (Guarantee) CPPA-G is a Company incorporated under the Companies Ordinance, 1984 and wholly owned by the Government of Pakistan (the “GOP”). Since June 2015, CPPA-G has assumed the business pertaining to the market operations and presently functioning as the Market Operator in accordance with Rule-5 of the NEPRA Market Operator (Registration, Standards and Procedure) Rules, 2015 (the “Market Rules”).

GENERAL INSTRUCTIONS

1. A Bidder/ Service Provider shall be a legally registered entity to enter into an agreement.
2. Joint venture / consortium is not eligible for this tender.
3. The bidder must be an active Income Taxpayer with documentary proof shall have to be provided by bidder(s).
4. FBR registration with documentary proof shall have to be provided by bidder (s).
5. 3The bidder shall provide all information required in the bidding documents.
6. **Bidding Method:** Single Stage Two Envelopes Bidding Procedure shall be adopted.
7. **Response Time:** The response time is 15 days from the date of publication in newspaper.
8. The quoted prices shall be in Pak Rupees.
9. Every page is to be signed and stamped by the bidder.
10. Financial proposal should be prepared using the formats attached at **Annexure-B**.
11. Conditional discounts shall not be considered in evaluation.
12. The Financial Proposals should contain:
 - 12.1 Covering Letter on Company letter-head (**Annexure-C**)
 - 12.2 The Service Provider shall submit the financial proposal according to the Price Schedule attached at **Annexure-B**.
13. The Service Provider shall have to provide all relevant documents required for qualification of bids.
14. **Bid validity Period:** The bid must be valid for the period of **180 Days** from the last date of submission of bids.
15. After submission, no amendments in the technical or financial proposal shall be permitted.
16. **Bid Security:** The Service Provider shall submit a Bank Guarantee / CDR equivalent to 01% of total quoted price.
17. The bidders shall submit technical and financial proposals in separate sealed envelopes in one sealed envelope on or before **02nd November, 2023 (Thursday)**, at **11:00 A.M** in the Office HR & Admin Department, CPPAG, 73-West Shaheen Plaza, Faz-lul-Haq Road Blue Area, Islamabad.
18. The technical proposals shall be opened at **02nd November, 2023 (Thursday)** at **11:30 A.M** in the presence of bidders or their authorized representatives.
19. **Bid Evaluation**
 - 21.1 If the technical component achieves 70% points, the bid will be considered technically responsive. Those bids scoring less than 70% will not be considered for financial bid opening.
 - 21.2 Bidder complying with all mandatory parameters and obtaining **70% Marks** shall be declared as Responsive. Financial Bids of only Responsive Bidders shall be opened.
 - 21.3 The procuring agency shall evaluate the technical proposal as prescribed in the **Annexure-A**.
 - 21.4 After the evaluation and approval of the technical proposal, the procuring agency, shall at a time within the validity period, publicly open the financial proposals of the technically responsive bidders, on a time, date and venue announced and communicated to the bidders in advance in the presence of the bidders.

21.5 The financial bids of the technically non-responsive bidders shall be returned unopened to the respective bidders.

20. Rejection of Bids

22.1 The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per Rule 35 of PPR, 2014 (amended)

22.2 The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds.

22.3 The procuring agency shall incur no liability, solely by virtue of its invoking towards the bidders.

22.4 The bidders shall be promptly informed about the rejection of the bids, if any.

21. Redressal of Grievances

23.1 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than **ten (10) calendar** days after the announcement of the bid evaluation report.

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

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

22. **Corresponds:** All official correspondences related to this advertisement shall be addressed to:

Manager (HR&A)
Central Power Purchasing Agency
73-West Shaheen Plaza, Plot No 73 West, Faz-le-Haq
Road, Blue Area, Islamabad

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. *"The Contract"* means the agreement entered into between the Purchaser / CPPAG and the Service Provider, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b. *"The Contract Price"* means the price payable to the Service Provider under the Contract for the full and proper performance of its Contractual obligations.
 - c. *"The Services"* means all those Service Deliveries which the Service Provider is required to provide to the Purchaser under the Contract.
 - d. *"GCC"* mean the General Conditions of Contract contained in this section.
 - e. *"The Purchaser"* means the Central Power Purchasing Agency, Islamabad.
 - f. *"The Service Provider"* means the individual, Day care or company providing the services under this Contract.
 - g. *"Day"* means calendar day.

2. Performance Security

- 2.1 The successful bidder shall furnish a Performance Security in the shape of Bank Guarantee from any scheduled bank operating in Pakistan on the format attached as **Annexure-D** of the amount equivalent to **05%** of the total annual Contract amount, with annual validity before the signing of the contract.

3. Standards 3.1 The services provided under this Contract period shall conform to the standards mentioned in the Scope of Services.

4. Subcontracts

- 4.1 The Service Provider shall not assign, in whole or in part of work to any 3rd party.

5. Termination by Default

- 5.1
- a. if the Service Provider fails to deliver any or all of the services within the period(s) specified in the signed contract.
 - b. if the Service Provider fails to perform any other obligation(s) under the Contract.
 - c. if the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - d. On expiry of contract period.

6. Blacklisting

If the Contractor 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 found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right /right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders, as per provisions of Public Procurement Rules, 2004.

7. Termination by Insolvency

- 7.1 The Purchaser may at any time terminate the Contract by giving written notice of one-month to the Service Provider if the Service Provider becomes bankrupt. or otherwise, insolvent.

8. Arbitration and Resolution of Disputes	8.1	The Purchaser and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	8.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Service Provider have been unable to resolve amicably a Arbitrator for resolution through arbitration.
	8.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940.
9. Applicable Law	9.1	This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
10. Notices	10.1	Any Notice given by one party to the other pursuant to this Contract shall besent to the other party in writing and on the others, address specified in the contract.
	10.2	A notice shall be effective when delivered or on the notice’s effective date,whichever is later.
11. Applicable Taxes	11.1	All applicable taxes shall be borne by the Service Provider.
12. Contract Period	12.1	The award of the contract shall be valid for one (01) year from the date of signing the contract.
13. Extension in Contract	13.1	The contract between the Procuring Agency and the Service Provider can be extended for two (02) years on the same terms & conditions. The annual renewalshall be based on the following conditions: a. Mutual consent of both parties. b. Performance review of the Service Provider dully signed by the ConvenerPurchase Committee. c. Approval of Competent Authority. d. Renewal of the performance security by the service provider.
14. Signing of Contract	14.1	The Service Provider will enter into contract within ten (15) working days after issuanceof Letter of Award / Advance Acceptance of Tender.
15. Payment	15.1	The Procuring Agency shall make prompt payments to Service Provider against invoice on satisfactory performance within 30 days.

TERMS OF REFERENCES / SCOPE OF SERVICES

1. The requirements of the Services shall be according to the Terms of Reference defined by CPPA-G, however, the bidder shall follow the “GUIDELINES AND STANDARDS FOR DAYCARE CENTERS” defined by CPPAG. **(Annexure-E)**.
2. The age of the child in Daycare center will be from 2 Months to 8 Years.
3. The services will be provided 5 days a week (Monday to Friday). Timing of the Daycare Center will be 9:00 AM to 6:00 PM.
4. One Aaya will serve at least 4 Children.
5. Service Provider shall ensure that the facility is properly secured.
6. Service Provider ensure that the facility shall provide Educational & Grooming Activities in a safe, friendly, supportive environment.
7. Service provider shall ensure that proper housekeeping and cleaning materials shall be used in a way that does not contaminate play surfaces, food, food preparation areas and does not constitute a hazard to the children.
8. Service provider should ensure that any Daycare staff with symptoms of a contagious disease or infection that can be transmitted directly or indirectly, and which may threaten the health of children in care shall be excluded from attendance.
9. Service Provider shall ensure that Daycare staff must behave in a manner that does not harm any child who is attending the Daycare program, and in particular must not do or permit any of the following :-
 - a) Use corporal punishment, including striking a child directly or with any physical object, and shaking, shoving, spanking and other forms of aggressive physical conduct.
 - b) require or force a child to repeat physical movements.
 - c) use harsh, humiliating, belittling, or degrading responses of any form, whether verbal, emotional or physical confine or isolate a child.
 - d) deprive a child of basic needs, including food, shelter, clothing and bedding.
10. Service Provider Shall ensure a communication mechanism under which parents receive live updates about their children’s activities.
11. Service Provider shall timely inform so that provision of food, cloths, diapers or any other personal items are supplied timely is sole responsibility of employees of CPPA-G (parents).
12. Service Provider shall ensure that Day Care facility must have sufficient Childcare and engagement tools / toys /electronics to engage children.
13. Service Provider shall ensure that hygiene staff ensures that a child’s hands are washed before & after meals & snacks, after toileting and after being diapered.
14. Service Provider shall ensure that diapering area may not be used for food preparation or food service.
15. Service Provider shall ensure that a staff person shall check a child’s diaper at least every 2 hours and whenever the child indicates discomfort or exhibits behavior that suggests a soiled diaper. A staff person shall change a child’s diaper when the diaper is soiled.
16. Service Provider shall ensure that Daycare service provider must establish emergency rules and procedures, including an evacuation plan and escape routes to be used in the case of fire and other emergencies.
17. Service Provider shall ensure that Daycare service provider shall arrange training of staff by a professional in the field of first-aid.
18. Service Provider shall ensure that a first-aid kit must be in a childcare space. A first-aid kit must contain an assortment of adhesive bandages, sterile gauze pads, tweezers, tape, scissors and disposable, nonporous gloves.
19. Service Provider shall ensure that if a parent opt for the food provided by the day-care service provider, the payment of the charges will be directly charged to the parent. Company will not take any responsibility of such transaction.
20. Service Provider shall ensure that if a special diet is prescribed for a child and if the diet is administered to the child, written instructions and the parent’s written consent shall be retained in the child’s file.
21. Service Provider shall ensure that if a child becomes ill at the Daycare center, the Supervisor shall notify the child’s parent as soon as possible.

22. Service Provide shall ensure that if a child shall be released only to the child's parent or to an individual designated in writing by the enrollingparent.
23. Service Provider shall ensure the followings :-
 - Cigarettes, pipes or cigars shall not be smoked in a Daycare center.
 - Shall provide safe and adequate supply of drinking water.
 - Provide a detail of the activities planned for the children on bi-annual basis.
 - Child records are confidential, and the any Daycare staff may not disclose information concerning a child or family, except during inspections and investigations by the officers of CPPAG.
 - Shall allow parents to spent time with their children at day care.
24. Service provide shall ensure that the facility is totally ideal in respect of child hygiene, safety& grooming.
25. Service Provider shall ensure the smooth entry to facility regarding informed and surprise visits by tender committee until expiry of contact.
26. Service Provider shall arrange a proper feedback mechanism regarding day care suggestions / complaints / queries etc raised by parents or CPPA-G and should address and close the same amicably.
27. Services Provider shall immediately notify a child's parent on telephone and send a written report to the authorized officer of CPPAG within one hour if one or more of the following occurs:
 - 27.1 inpatient hospitalization or emergency room treatment of an injured / ill child receiving care at the Daycare center.
 - 27.2 Severe injury or demise at the Daycare center.
 - 27.3 a child receiving care in the Daycare center is lost or missing from the Daycare center.
28. Service Provider shall ensure that when children are grouped in similar age levels, the following maximum child group sizes and ratios ofstaff persons apply:

Similar Age Levels	Care taker /Nanny	Children
Young Toddlers (2 years old)	1	4
Old Toddlers (3 years old)	1	4
Children from age 4 to 8 years	1	5

29. Service Provider shall ensure that children in the Daycare center are supervised by the Daycare staff at all the times.
30. Service Provide shall ensure that Daycare provides full care / safety to. In case of any mishap, Daycare service providers will be held responsible.
31. Service Provider shall ensure that it will be the responsibility of the Daycare services provider to keep the Daycare center always clean.
32. The Service Providers should keep the applicability of the prevalent Labor Laws in matters pertaining to the employment laws, terms & conditions of the employment, termination, etc.
33. Service Provide shall ensure that a 24 / 7 supervised CCTV surveillance is available.

EVALUATION CRITERIA

Mandatory Parameters:

The Bidder/ Service Provider must comply with all the mandatory parameters. In case of noncompliance of any mandatory parameter, the bidder shall be declared as non-responsive and shall not be considered for further evaluation for marking parameters.

1. The day care facility should be in the vicinity (between 2-4 km) from CPPA-G Office premises.
2. Evidence of legally registered entity with FBR & SECP etc.
3. The bidder must be an active taxpayer.
4. Documentary proof of payment of NTN & GST.
5. A Bidder who is barred / blacklisted or disqualified either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an affidavit on stamp paper for the same.
6. EOBI /Social Security compliance is mandatory (if applicable). List of registered employees with last six months contribution slips.
7. Sales Tax compliance proof last six months submitted sales tax returns to be attached.

Criteria and point system for the evaluation of the Technical Proposals

Note: - Bidder complying with all mandatory parameters and obtaining **70% Marks** shall be declared as Responsive. Financial Bids of only Responsive Bidders shall be opened.

Marks	Description	Evaluation Methodology
35	Trained Staff for the handling of children	<p>1- Professional staff/Caretaker/Teachers No staff with minimum bachelor's degree (14 Years education)</p> <ul style="list-style-type: none"> • Min 4 Experienced Teachers/ Caretakers = 5 Marks • 5 to 8 Experienced Teachers/ Caretakers = 10 Marks • At least two preschool teachers / care takers with master's degree and certification in early education /Montessori = 05 Marks <p>2- Nanny/Aya</p> <ul style="list-style-type: none"> • Less than 3 = 0 • 3 Nannies /Aya = 2.5 Marks • 4 to 6 Nannies /Aya = 5 Marks <p>3- At least 1 Art Teacher = 5 Marks 4- At least 1 Physical Activity Teacher = 5 Marks 5- Provision of Homework assistance for after-school kids = 5 marks</p> <p><u>Additional Qualification:</u></p> <p>6- First Aid and Emergency Response Training of Staff = 5 marks (Please enclose the proof of trainings)</p> <p>Note: List of Day Care Facility Staff along with details of their</p>

		qualification along with Detailed CV's)
10	Sufficient Indoor & Outdoor Playing Area	1- Must Have Equipped In-Door Play Area - 5 marks 2- Must Have Walled and secured Out-Door Play Area -5 Marks
10	CCTV Surveillance	1- Entrance and Exit Area must have CCTV Surveillance (5 Marks) 2- CCTV Surveillance inside the Day Care facility (5 Marks)
5	Mechanism of sharing Frequent updated to parents	Established medium of communication where parents could receive live updates of their child activities or raise their any concern in a timely manner. (5 Marks)
30	Amenities (3 marks for each head)	<ul style="list-style-type: none"> • Sperate Sleeping Room • Dining space for kids • Activities Rooms • Sufficient Child engagement tools and toys • Proper Kitchen setup • Proper Ventilation System (Heat & Cool) • Proper Washrooms according to strength of kids • Water Dispensers • Comfortable seating arrangement for kids, appropriate to their age. • Pre-School activities stationery and material

10	Financial Capability	<p style="text-align: right;">Rs. 0.50 million or below 02 Marks</p> <p style="text-align: right;">Rs. 0.51-1.0 Million 05 Marks</p> <p style="text-align: right;">Rs.1.1 Million or above 10 Marks</p> <p>Note: The Service Provider will provide bank statement which is duly sign & stamp by the relevant bank and the closing balance in bank account upto submission of bid should be as mentioned above.</p>
----	----------------------	--

Annexure-B

PRICE SCHEDULE

Category	Timings	Quoted Price Per Kid (Excluding Tax)	Applicable Tax (%) (ICT)	Amount Including Tax
Children aged 3 to 5	Full Time (9:00 AM to 6:00 PM)			
Children aged 4 to 8	After School (2:00 PM to 6:00 PM)			
In Words:				

Signature & Stamp

Annexure-C
Format for Covering Letter

To

CPPAG
Shaheen Plaza, Blue Area, Islamabad

Sub: **UNDERTAKING REGARDING DAYCARE SERVICES**

Dear Sir,

- It is certified that you are not bound to accept the 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.
- 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.

Authorized Signatures with Official Seal

Annexure-D

FORM OF PERFORMANCE SECURITY

..... 20

To:

Manager (HR&A)

PERFORMANCE SECURITY NO.

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

Further, we understand that pursuant to such tender process, the Service Provider is required to provide **** Name**** with a performance bond equal to PKR _____ (05% of annual quoted price of contract).

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

PKR _____

(The **Bank Guarantee Amount**)

³ Insert name of Issuing Bank;

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

The Demand shall only be honored by us, if it is made by and bears the signature of the Section Officer General of** Name**.

We, the Issuing Bank, shall unconditionally honor a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Bank Guarantee shall come into force and shall become automatically effective upon the signing of the contract between ** Name** and Service Provider.

After having come into force, this Guarantee and our obligations hereunder will expire on [*Insert date and time*] (the **Expiry Hard Date**) (6-months after the expiry of the contract) provided that, in the event that the Procuring Agency issues a Demand to the Issuing Bank on or immediately prior to the Expiry Hard Date, the Issuing Bank shall honor that Demand.

Upon expiry, this Guarantee shall be returned to the Service Provider without undue delay. Multiple Demands may be made by ** Name** under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

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

This Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Service Provider's constitution or of their successors and assignees and this

Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

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

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

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

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