



OUTSOURCING OF JANITORIAL SERVICES IN MAYO HOSPITAL, LAHORE

PART I – BIDDING PROCEDURE

INVITATION FOR BIDS (CONTRACT FOR OUTSOURCING OF JANITORIAL SERVICES)

MAYO HOSPITAL, LAHORE ON ANNUAL BASIS

Tender Fee: Rs.1,000/= Each (Non – Refundable)

Sealed bids are invited for contract of outsourcing of janitorial services in Mayo Hospital, Lahore detailed below.

Advertised Tender No. & Date	Date & Time of Receipt & Opening of Tender	Bid Security 2% Estimated Cost	Tender Opening Place / Venue	Number of Janitorial Staff Required
No.CEO/70258/MH Dated: 18-11-2020	Receipt 09-12-2020 At 10:00 A.M. & Opening of Technical Bid At 10:30 A.M.	Rs.1,680,000/-	Committee Room, Mayo Hospital, Lahore	200 Nos.

LETTER OF INVITATION

FOR CONTRACT OF OUTSOURCING OF JANITORIAL SERVICES IN DIFFERENT DEPARTMENTS IN MAYO HOSPITAL, LAHORE ON ANNUAL BASIS

Dear Sir/ Madam.

1. Sealed Bids are invited from renowned, well reputed, experienced & eligible firms and companies registered under Companies Ordinance 1984 and firms registered under Act 1932 doing their business of janitorial services in reputable organization preferably in Teaching Hospital/DHQ& other medium/large organizations in Punjab for Out Sourcing of Janitorial Services in Mayo Hospital, Lahore.
2. Interested bidders may obtain further information and examine the Bidding Documents from the office of Chief Support Officer, during office hours on any working day before closing for the submission of bids.
3. The sealed bids will be dropped in the **TENDER BOX** placed in the Committee Room of this hospital upto 10:00 A.M. on **09.12.2020**. The technical bid will be opened at 10:30 A.M on the same date by the Tender Committee of the hospital in presence of bidders or their representatives who upto be present.
4. Single stage – two envelopes bidding procedure as per Punjab Procurement Rules, 2014 (amended upto date) shall be applied. The bid shall comprise a single package containing two separate envelopes, each envelop shall have identity separately the **Technical Proposal** and the **Financial Proposal**. Bidding document can be down loaded from PPRA website (www.ppra.punjab.gov.pk) and Mayo Hospital website (www.mayohospital.gov.pk).
5. A complete set of original Bidding Documents shall be purchased from the Almoner Office, Mayo Hospital, Lahore on all working days during office hours on payment of non-refundable fee of Pak Rupees 1000/-.
6. Sealed bids are required to be submitted by the interested bidders on 09.12.2020 at 10:00 A.M. positively in the Committee Room of Mayo Hospital, Lahore. The bids (Technical) received till the stipulated date & time shall be opened on the same day at 10:30 A.M. in the presence of the bidders or their authorized representatives (who choose to attend) by the purchase committee.
7. Proposal/Bid Security of Pakistani Rupees of [Bid Security as mentioned above] in the shape of Pay Order / Bank Draft / Call Deposit Receipt from any scheduled bank in the name of Chief Executive Officer Mayo Hospital, Lahore, is required to be furnished with the Financial Bid

otherwise bid will be rejected. Late bids shall not be entertained. The copy of the bid security must be attached with the Technical Proposal.

8. The Proposal along with bid Security of contract of 1st three lowest bidders will be retained by the hospital till the finalization of agreement by the successful bidder.
9. Quoted bids/rates must be inclusive of all applicable taxes. Filer / Non Filer separate tax rate.
10. Stamp duty @ Rs.0.25% of contract value is also applicable.
11. Performance Guarantee @ 10% of contract money shall be deposited by successful bidder which is refundable after the successful completion of contract.
12. In an event where the last date for submission of bids is declared a public holiday the due date for submission and opening of bids shall be the following working day at the same appointed timings and venue.
13. Procuring agency may cancel / delete any item and either reduce or enhance number of janitors, equipment's & materials. Procuring Agency may reject all bid subject to the provision of PPRA Rules.
14. In case the successful bidder does not deposit the following within 15 days of the issuance of advance acceptance, the hospital authority will have the right to cancel the bid/contract and forfeit the bid security.
 - i. Stamp duty @ 0.25% of contract money
 - ii. Performance Guarantee @ 10% of contract money
 - iii. List of 200 janitors alongwith attested copies of CNIC may be provided.
15. All the amendments, clarification issued by PPRA rules,2014 & Punjab Hospital Waste Management Rules, 2014 will be the part of bidding documents and applicable to all bidders. The procurement of services shall be governed by the Punjab Procurement Rules, 2014 (amended upto date).

Committee:


Chief Support Services Officer
Mayo Hospital Lahore


Chief Executive Officer
Mayo Hospital Lahore

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Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 The Procuring Agency, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in these bidding documents. The name and identification number of the Contract is **provided in the BDS**.
 - 1.2 The successful Bidder will be expected to provide the performance of the Services for the time period specified in the **BDS**.
- 2. Source of Funds**
 - 2.1 The Procuring Agency has received budget from the Government of Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Request for Proposal is issued.
- 3. Eligible Bidders**
 - 3.1 This invitation is open to all Bidders who conform to the Eligibility Criteria provided in Section-III of Bidding Document.
 - 3.2 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government.
 - 3.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).
- 4. Qualification of the Bidder**
 - 4.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 4.2 The procurement of Service Provider is being carried out through single stage two envelopes specified in PPRA Rule 38 (2). The criteria for bidder's qualification are specified in Section-III.
- 5. One Bid per Bidder**
 - 5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 6. Cost of Bidding**
 - 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Procuring Agency will in no case be responsible or liable for those costs.
- 7. Site Visit**
 - 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 8. Content of Bidding Documents**
- 8.1 The set of bidding documents comprises the documents listed in the table below and addenda (if any) issued in accordance with ITB Clause 10:
- | | |
|--------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Bidding Forms |
| Section IV | Scope of Services |
| Section V | Performance Specifications and Drawings |
| Section VI | Priced Activity Schedule |
| Section VII | General Conditions of Contract |
| Section VIII | Special Conditions of Contract |
| Section IX | Contract Forms |
- 8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 9. Clarification of Bidding Documents**
- 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in the invitation to bid. The Procuring Agency will respond to any request for clarification received earlier than **3 days** prior to the deadline for submission of bids. Copies of the Procuring Agency's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 10. Amendment of Bidding Documents**
- 10.1 Before the deadline for submission of bids, the Procuring Agency may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to the Procuring Agency.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 20.2 below.

C. Preparation of Bids

- 11. Language of Bid** 11.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in same language.
- 12. Documents Comprising the Bid** 12.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 12.1 a & b respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 12.1 a & b
- 12.2 Bids submitted by a JV shall include the Joint Venture Agreement entered into by all partners. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements: -
- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
 - (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the performance of Services as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
 - (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate

participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer

12.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including all information as stipulated in Bidding Forms & Appendices, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

13. Bid Prices

13.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.

13.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

13.3 All duties, taxes, and other levies payable by the Service Provider under the Contract (Filer or Non Filer rate whichever is applicable), or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. Financial bid will be minimum on-going wage rate per janitor/person in accordance with the Govt. of Punjab's directives inclusive of supply of material and equipment/machinery etc.

13.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

14. Currencies of Bid and Payment

14.1 The rates quoted and the prices shall be quoted by the Bidder entirely in Pak Rupees.

14.2 NOT USED

14.3 NOT REQUIRED

- 15. Bid Validity**
- 15.1 Bids shall remain valid for the period **specified in the BDS**.
- 15.2 In exceptional circumstances, the Procuring Agency may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 16 in all respects.
- 15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 180 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 180 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.
- 16. Bid Security**
- 16.1 The Bidder shall furnish, as part of the Bid as **specified in the BDS**.
- 16.2 The Bid Security shall be for the sum of Pak Rupees or equivalent to PKR.1,680,000/- (Pak Rupees One Million Six Hundred Eighty Thousand Only) or a freely convertible currency, and shall:
- (a) Bid security will also be deposited in the shape of CDR / Bank Draft / Pay Order from scheduled bank of Pakistan; failing which the offer will be rejected.
 - (b) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Procuring Agency prior to bid submission;
 - (c) be payable promptly upon written demand by the Procuring Agency in case the conditions listed in ITB Sub-Clause 16.5 are invoked;
 - (d) be submitted in its original form; copies will not be accepted;
 - (e) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 15.2;
- 16.3 If a Bid Security is required in accordance with ITB Sub-Clause 16.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 16.1, shall be rejected by the Procuring Agency as non-responsive.
- 16.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 34.

- 16.5 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 15.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 33;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 34.
- 16.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent to constitute the JV.

17. Alternative Proposals by Bidders

17.1 NOT ACCEPTED

18. Format and Signing of Bid

- 18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a) or 4.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Procuring Agency, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

19. Sealing and Marking of Bids

- 19.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".
- 19.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Agency at the address **provided in the BDS**;
 - (b) bear the name and identification number of the Contract as **defined**

in the BDS and Special Conditions of Contract; and

(c) Provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

19.3 In addition to the identification required in ITB Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 21.

19.4 If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

20. Deadline for Submission of Bids

20.1 Bids shall be delivered to the Procuring Agency at the address specified above no later than the time and date **specified in the BDS.**

20.2 The Procuring Agency may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the Procuring Agency after the deadline prescribed in ITB Clause 20 will be returned unopened to the Bidder.

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

22.3 No Bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 16.

22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders' designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.

- 23.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB .27.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening
- 23.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with IB 27.1. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- a) The name of the Bidder;
 - b) Whether there is a modification or substitution;
 - c) The presence of a Bid Security, if required; and
 - d) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB25.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation

- 23.6 a) The Employer shall first evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the Eligibility and Evaluation Criteria provided in SECTION-III of Bidding Document.
- b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.

- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.
- 23.9 The Employer will notify Bidders in writing that have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened immediately after the expiry of grievance period.
- 23.10 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders` representatives who choose to attend at the address, date and time specified by the Employer. The Bidder`s representatives who are present shall be requested to sign a Register/Record evidencing their attendance.
- 23.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- a) The name of the Bidder;
 - b) Whether there is a modification or substitution;
 - c) The Bid Prices, including any discounts and alternative offers; and
 - d) Any other details as the Employer may consider appropriate.
- 23.12 Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.
- 24. Process to Be Transparent** 24.1 Information relating to the evaluation and comparison of bids and recommendations for the award of a contract shall be disclosed to bidders **10 days before the award** to the successful Bidder is notified.
- 25. Clarification of Bids** 25.1 To assist in the examination, evaluation, and comparison of bids, the Procuring Agency may, at its discretion, ask any Bidder for clarification of the Bidder`s Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Agency may require. The request for clarification and the response shall be in writing or email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids in accordance with ITB Clause 27.
- 25.2 Subject to ITB Sub-Clause 25.1, no Bidder shall contact the Procuring Agency on any matter relating to its bid from the time of the bid opening

to publication of evaluation report. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, he should do so in writing.

25.3 Any effort by the Bidder to influence the Procuring Agency in the Procuring Agency's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

26. Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis: if there is a discrepancy between unit prices 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 there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

27.2 The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 16.5(b).

28. Currency for Bid Evaluation

28.1 The Bids shall be quoted in local currency i.e. Pak Rupee. Hence, the currency for Bid Evaluation shall be Pak Rupee (PKR).

29. Evaluation and Comparison of Bids

29.1 The Procuring Agency will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 26.

29.2 In evaluating the bids, the Procuring Agency will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 27;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 17; and
- (d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 22.5.

29.3 The Procuring Agency reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Procuring Agency will not be taken into account in Bid evaluation.

29.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**30. Non-
Preferential
Treatment**

30.1 No bidder (domestic or foreign) shall be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

- 31. Award Criteria**
- 31.1 Subject to ITB Clause 32, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 3, and (b) qualified in accordance with the provisions of ITB Clause 4.
- 31.2 If, pursuant to ITB Sub-Clause 12.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.
- 32. Procuring Agency’s Right to Accept or Reject all Bids**
- 32.1 Notwithstanding ITB Clause 31, the Procuring Agency reserves the right to accept all Bids, or to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Agency’s action.
- 33. Notification of Award and Signing of Agreement**
- 33.1 The Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid validity period by email or post by registered letter from the Procuring Agency. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Procuring Agency will pay the Service Provider in consideration of the execution, completion, and maintenance of the Services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Procuring Agency and the successful Bidder. It will be signed by the Procuring Agency and sent to the successful Bidder along with the Letter of Acceptance. Within **14 days** of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Procuring Agency, together with the required performance security pursuant to Clause 34.
- 33.4 Upon fulfillment of ITB Sub-Clause 33.3, the Procuring Agency will promptly return the bid security of unsuccessful Bidders as soon as possible.
- 34. Performance Security**
- 34.1 Within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Procuring Agency a Performance Security in the amount and in the form (CDR/Pay Order/Bank Draft) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a bank located in the country of the Procuring Agency or a

foreign bank through a correspondent bank located in the country of the Procuring Agency, or (b) with the agreement of the Procuring Agency directly by a foreign bank acceptable to the Procuring Agency.

34.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security until a reason for delay is conveyed in writing and Hospital Management accepts that reason.

36. Adjudicator 36.1 The Procuring Agency proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Procuring Agency has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

37. Corrupt or Fraudulent Practices 37.1 (a) For the purpose of this provision, the terms set forth below are defined as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “collusive practices” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
- (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit

rights.

- (b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) The Procuring Agency will declare mis-procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract;
- (d) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that they its representatives, directly or through an agent, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (e) The Procuring Agency will have the right, requiring bidders, suppliers, contractors and consultants to permit the Procuring Agency to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Procuring Agency.

37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	<p>The Procuring Agency is: Chief Executive Officer Address of Procuring Agency is: Mayo Hospital, Lahore Near Neela Gumbad New Anarkali Lahore Phone No. 99211129 Fax No. 99211115 Email mavohospitallahore@gmail.com The name and identification number of the Contract is No.CEO/70258/MH Dated: 18-11-2020.</p>
1.2	The Intended Completion Date is One Year <i>From The Date Of Agreement or Award Letter.</i>
2.1	The Project is Outsourcing of Janitorial Services in Mayo Hospital, Lahore
B. Bidding Data	
8.2 and; 18.1	The number of copies of the Bid to be completed and returned.
C. Preparation of Bids	
11.1	Language of the bid: English
12.1	<p>A. The Bidder shall submit with its Technical Bid the following documents:</p> <ul style="list-style-type: none"> (a) Letter of Technical Bid (b) Bid Security (c) Copy of CNIC (d) Original Tender Purchase Receipt (e) Undertaking (Firm is not blacklisted) (f) Written confirmation authorizing signatory of the bid to commit the Bidder (g) Joint Venture Agreement (Only in Case of JV) (h) Power of Attorney for Lead Member of JV (Only in Case of JV) (i) Proof of Eligibility Requirements (as per Section-III of Bidding Document) (j) Appendices and Eligibility & Qualification Forms <p>B. The Bidder shall submit with its Price Bid the following documents:</p> <ul style="list-style-type: none"> (a) Letter of Price Bid (b) Price Schedule (Appendix-D to Section-VII)
13.4	The Contract is not subject to any price adjustment during the entire duration of the project under the Conditions of Contract.
15.1	The period of Bid validity shall be One Hundred Eighty (180) days after the deadline for Bid submission specified in the BDS.

16.2	The amount of Bid Security shall be for the sum of Pak Rupees or equivalent to PKR.1,680,000 (Pak Rupees One Million Six Hundred Eighty Thousand Only) or a freely convertible currency.
17.1	Alternative bids IS NOT permitted.
D. Submission of Bids	
19.2	Bids must be received by the Procuring Agency at the address mentioned in clause 1.1 of the BDS, no later than the time and date stipulated in the Bidding Data and advertisement.
20.1	The deadline for submission of bids shall be 09.12.2020 at 10:00 A.M.
E. Bid Opening and Evaluation	
23.1	Bids will be opened at 09.12.2020 of the day 10:30 A.M. in the Committee Room of Mayo Hospital, Lahore.
F. Award of Contract	
34.0	The Performance Security shall be of an amount equal to 10 % of the Contract Price mentioned in the Letter of Acceptance on the prescribed form in shape of the CDR from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter guaranteed by a Scheduled Bank in Pakistan.
36.1	In case of any dispute between the Procuring Agency and the service provider(s) the matter shall be referred to the Arbitrator. Secretary Health, Specialized Healthcare and Medical Education Department will be the Arbitrator. The decision of the Arbitrator shall be final and binding on the agency and the service providers to accept and abide.

Section III. Bidding Forms

Table of Forms

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<u>Eligibility and Evaluation Criteria</u>	24

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

Eligibility Criteria

The applicants (Firm/Joint Venture) fulfilling the following basic eligibility criteria shall only be considered for further evaluation (relevant documents to be attached):

- I. Valid legal entity of the firm e.g. Certificate of registration from Securities & Exchange Commission Pakistan (SECP) or Registrar of firms for Local Firm. Foreign firms must attach similar certificate from their home country.
- II. Certificate of registration with Income Tax and Sales Tax with Relevant Authority for Local Firms. Foreign firms must attach similar certificate from home country.
- III. Affidavit on judicial stamp paper (Rs. 100/-) that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- IV. Rs. 100/- Judicial Paper Affidavit declaring “Neither the Applicant nor its Directors, Stakeholders, as whole or as a part of the firm have ever been blacklisted / defaulted by any government agency / department / organization.
- V. Provide separate undertaking that the information supplied by the firm is correct. (T-07)

Note: In case of Joint Venture all JV members shall have to meet the aforementioned basic Eligibility Criteria.

The participating firm must submit the following documents alongwith the Technical Bid:-

Copy of (a) C.N.I.C, (b) NTN Certificate (c) GST/Professional Tax Certificate, (d) Copy of Bid Security, (e) Under Taking Certificate that firm is not suspended / black listed / defaulter from any Government / Autonomy Institution at any time, (f) Tender Documents alongwith Terms & Conditions which should be read carefully and signed & stamped each paper by the tenderer (g) Tender Purchase Receipt (Original).

Qualification /Evaluation Criteria

The procurement of Services is being carried out by the mode and procedure specified by Punjab PPRA Rule No. 38 (2a) i.e. “Single Stage Two Envelope Bidding Process”. Hence, the bidder shall have to submit Technical and Financial proposals in single stage. The Technical proposal shall be first evaluated as per the below mentioned criteria. The financial proposals of only technically qualified bidders shall be opened whereas, the financial proposals of unqualified Bidders shall be returned as unopened.

TECHNICAL EVALUATION

Sr.#	Description	Max Marks
1	<p>Experience Record</p> <p>Three projects of similar nature (mechanized services offered in hospitals/ public access buildings with janitor’s strength of 200 or more) and having annual financial value of at least Rs. 50 million each.10 marks for each project. (copy of contracts may be attached)</p>	30
2	<p>Financial Capabilities</p> <ul style="list-style-type: none"> • 20 Marks will be given in case average annual turnover for the last years Rs.50 Million or more. • For Average Annual Turnover for the last year of less than Rs. 50 Million, but not less than Rs. 25 Million, following weightage shall be used: 20x (B /30) <p>B= Average annual turnover for the last year.</p>	20
3.	<p>Satisfactory report from the previous organization(s) where the service provider has successfully completed the service during his business last three years.</p> <p>a) <i>One organization</i> = 05 marks b) <i>Two organizations</i> = 10 marks c) <i>Three or more organizations</i> = 15 marks</p>	15
4.	<p>a) <i>Income Tax Return Statement of consecutive preceding 3 years</i> = 05 marks b) <i>Company consecutive preceding 3 year audit report</i> = 05 marks c) <i>Registration with Social Security</i> = 05 marks d) <i>Registration with EOBI</i> = 05 marks</p>	20
5.	<p>Methodology / Management Plan</p> <p>The Bidder shall provide the details about how to plan and manage the services specific to the proposal.</p>	15
Total Marks		100

Note: The Bidder shall have to attain at least seventy (70) percent marks in total with respect to above mentioned table as well as minimum fifty percent score in each category is mandatory for qualification. Bidders which attain marks less than seventy (70) percent in total or less than fifty (50) score in any of afore mentioned categories shall be declared technically unqualified.

Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the required Services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

{If the Consultant is a Joint Venture, insert the following: We are submitting our Proposal a Joint Venture with: {Insert a list with full name and the legal address of each member, and indicate the Member in Charge}. 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 are submitting our Proposal in association with: *{Insert a list with full name and address of each associated Service Provider (if any, otherwise delete this line)}*

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 Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bidding Data Sheet, ITB 15.1 of the RFP.
- (c) We have no conflict of interest in accordance with GCC Clause 3.2.
- (d) We meet the eligibility requirements as stated in ITB 3 of the RFP, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITB 37 of the RFP.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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 ITB 31 of the RFP.

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 Service Provider (company's name or 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 Member in Charge, in which case the power of attorney to sign on behalf of all members shall be attached}

General Information

Applicant (or each Member of a Joint Venture) applying for bid is required to complete the information in this form. Nationality information is also to be provided for foreign owners or Firms who are forming part of the Joint Venture

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone Landline and Mobile:	
4.	Fax	
5.	Type of Organization	
6.	Place of Incorporation/Registration	Year of incorporation/registration
7.	NTN#	
8.	Name, Designation and Mobile Number of Firm's Representative	

Detail of Owners/ Directors

	Name	Designation	Nationality
1.			
2.			
3.			
4.			
5.			

Joint Venture Summary

Names of all Members of a Joint Venture
1. Lead Member
2. Member
3. Member
4. Member
5. Member
6. Member

Financial Soundness Individual

Name of Applicant (Lead Member of a Joint Venture, in case of JV)

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex
Bank/Cash Credit Limit	_____ PKR	

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years.

Financial information in Pak Rupees	FY2014-2015	FY2015-2016	FY2016-2017
Total Sales/Revenue/Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current assets			
Current liabilities			
Profit before taxes			
Profit After taxes			
Total Debt			
Total Equity			

Summary of Track Records for Janitorial Services

Name of Applicant or Member of a Joint Venture
--

Bidders are required to complete the information in this form.

List of successful completed works by the applicant in the last ten years. Use a separate sheet for each Member of a Joint Venture.

Project Name and Detail	Client	Start Date	Period	% of Completion	Cost/Area of Building

Provide supporting documents as required in Qualification Criteria along with this Form for each project mentioned in this Form.

Summary of Track Records for Janitorial Services

Name of Applicant or Member of a Joint Venture
--

Bidders are required to complete the information in this form.

List of successful completed works by the applicant in the last ten years. Use a separate sheet for each Member of a Joint Venture.

Project Name and Detail	Client	Start Date	Period	% of Completion	Cost/Area of Building

Provide supporting documents as required in Qualification Criteria along with this Form for each project mentioned in this Form.

Personnel Capabilities

Name of Applicant:

_____ (Applicant or Member of Joint Venture)

Provide detail resume of professionals for staff mentioned in criteria.

Sr.#	Name	No of Years of Experience/ Experience Detail

DECLARATION OF PROFESSIONAL STAFF EMPLOYMENT
[To be submitted on Company Letterhead]

TO WHOM IT MAY CONCERN

PROJECT:

SUBJECT: DECLARATION OF PROFESSIONAL STAFF EMPLOYMENT & AVAILABILITY

We hereby certify that the personnel nominated in Form T-06 are employed by our firm and are available for the above-mentioned Assignment.

Yours Sincerely,

**COMPANY
NAME:**

AUTHORIZED REPRESENTATIVE/OWNER/S

Affidavit of Correctness of Information

(To be printed on PKR 100 Stamp Paper)

Name: _____
(Applicant or member of Joint Venture)

I, the undersigned, do hereby certify that all the statements made in the Pre- Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Employer deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Employer.

Employer undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer _____

Name of Firm _____

Date _____

Letter of Priced Bid
(to be attached with Financial Proposal)

[date]

To: [name and address of Procuring Agency]

Having examined the bidding documents including addenda No, we offer to execute the [name and identification number of Contract] in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of [amount in numbers], [amount in words] [names of currencies].

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required / not required
(a)		
(b)		

We accept the appointment of [Secretary Health, Specialized Healthcare and Medical Education Department] as the Adjudicator.

[or]

We do not accept the appointment of [Secretary Health, Specialized Healthcare and Medical Education Department] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

Authorized Signature: _____
 Name and Title of Signatory: _____
 Name of Bidder: _____
 Address: _____

Joint Venture Agreement (Applicable to Joint Venture Only)

(Should be a Formal Joint Venture agreement on a Stamp Paper of value PKR 1,000)

To: _____

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

[Name and address of the Member firm]

Who, for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

1. That they will legalize a Joint Venture in case the Contract is awarded to their JV
2. That they have nominated _____ (name of the Lead member) as the Lead Member of the Joint Venture.
3. That they authorized Mr./Ms. _____ (Name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the Joint Venture's Representative in the name and on the behalf of their Joint Venture.
4. That all members of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
5. That this Joint Venture is constituted for the purpose of implement Hospital management information system and infrastructural Services.
6. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.

1. Signed for and on behalf of [Name of the Lead Member]

Signature Name:
Designation: Date:

Seal

2. Signed for and on behalf of [Name of the Member]

Signature Name:
Designation: Date:

Power of Attorney form for JV

Power of Attorney for Lead Member of Joint Venture

[To be printed on a PKR 100 stamp paper]

Whereas the Infrastructure Development Authority Punjab (IDAP) has invited Application for “ _____ Whereas, _____ and _____ (collectively the “**Joint Venture**” and individually as the “**Member**”) being members of the Joint Venture are interested in Bidding for the Project in accordance with the terms and conditions of the Bidding Document and:

Whereas, it is necessary for the Joint Venture to designate one of the Joint Venture Member as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the Bidding process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For: _____
(Signature)
(Name, Title and Address)

For: _____
(Signature)
(Name, Title and Address)

Witnesses:

1.

2.

(Executants)

For:

(Signature)
(Name, Title and Address)

(To be executed by all the Members of the Joint Venture) Notes:

- a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- b) Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- c) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Section IV. Scope of Services

SCOPE OF SERVICES

The Employer for the purpose of this Request for Proposal (RFP) intends to hire Janitorial Services in Mayo Hospital, Lahore. The following Scope of Services has been prepared to provide general view of required Services. The Service Provider shall ensure adequate number of personnel which have been decided by the Employer to keep the total number to at least 200 at all times for performance of Services up to entire satisfaction of the Hospital management. The Service Provider shall provide a medical fitness certificate for all the personnel to be employed at Hospital. All the personnel employed by the Service Provider should fall under allowable age limits as per Labor Laws of Pakistan.

The Service Provider will be responsible, inter alia, for waste management, bio waste management, vacuuming, mopping, cleaning, dusting, disinfection and sanitization of the facility.

- The Service Provider will complete its Services as mentioned in this document by deploying qualified staff of at least 200 for the Services with suitable experience and exposure in relevant industry and run in 3-shifts in 24-hours of the day (Age limit between 18-50 years).

Service Provider will apply best industry practices for the completion of Services. The Service Provider will ensure that Hospital facility remains in clean condition all the time. Service Provider shall provide, render and ensure the Service as assigned by the Employer on round the clock basis 24 hours per day, 7 days a week including Sundays and Holidays. The Service Provider shall be required to perform all necessary Services and duties as, included but not limited to, outlined in these documents. Unless directed by the Employer the requirement of this shall continue uninterrupted despite of strikes, threats of the strikes, walkouts, terrorist activities, emergencies and adverse weather conditions or disasters (natural, deliberate or accidental)

All consumables, equipment, machinery, waste bins, carts and allied cleaning tools related to these Services will be provided by the Service Provider as per list attached with the bidding document. Service Provider will arrange for the uniforms (approved by the Employer) and Personal Protective Equipment (PPEs) including but not limited to gloves, goggles, masks, safety shoes etc. for his employees and include its cost in the bid price. Before the start of Services, The Service Provider shall allow for random testing of consumables as and when required which shall be approved by the Employer. The Specifications of consumables/ materials, waste bins, carts and other allied tools along with list of machinery is attached as Annexure-I.

Hospital management will appoint a focal person to act as his representative to monitor and coordinate, through his designated staff and AMS/DMS of concerned departments the day to day activities of the Service Provider.

The Service Provider shall strictly comply with the Key Performance Indicators (KPIs) as attached at **SECTION-V.**

Following Scope of Services is provided only as a guideline. Detailed Standard Operating Procedures (SOPs) communicated by Hospital management will be adhered to by the Service Provider. Standard Operating Procedures (SOPs) are attached at **Annexure-IV** as guidelines and further refinement and additions if required shall be made by the Hospital Management from time to time and will be communicated accordingly.

The Service Provider while preparing the work methodology and performance of duties would refer to or comply with related best international codes and practices.

The Service Provider will adhere to Punjab Hospital Waste Management Rules, 2014, Punjab Healthcare Commission Rules, and any other national/international applicable rules and regulations.

I. OBJECTIVES

The Hospital aims to outsource janitorial Services to a reputable and capable janitorial Service Provider for a clean and pleasant Hospital environment which would result in focus on healthcare delivery. The Hospital believes that outsourcing experience has been a lot better than hiring own staff/workers and it also helps improve the standards of cleanliness with less supervision.

II. ROLES AND RESPONSIBILITIES

(A) RESPONSIBILITIES OF THE SERVICE PROVIDER

1. The Service Provider shall be responsible for maintaining a completely clean and pleasant Hospital premises including but not limited to emergency, outdoor building(s), operation theaters, corridors, admin block, lawns, stairs, sewers and all uncovered areas including entrance road, staff offices, wards and any other area as required by the Procuring Agency.
2. The Service Provider shall provide cleaning Services 24 hours per day, 365 days per year as per the requirement set out in the Service Specific Specifications and **Annexure II** relevant to the delivery of desired cleaning Services.
3. The firm must abide by the prevailing labour laws including but not limited to Minimum wages, social security and EOBI. The Procuring Agency reserves the right to seek proof if the same is being paid to the janitors, the failure of which can lead to the Termination of the Contract.
4. The firm must provide uniform-kits, shoes, identification cards, personal protective equipment etc. to its entire staff deployed at the Hospitals and ensure proper maintenance of it. Each uniform set will comprise of grey shirt and loose grey trousers for male sweepers and grey shalwar qameez with dupatta for female sweepers or otherwise approved by the Hospital Management. All staff would be required to be in clean uniform at all times.
5. Ensure 100% staff attendance, required as per contract. Missing workers would be replaced by the Service Provider or salary will be deducted. In case of less than 90% attendance, a fine of Rs. 5000/- per day in addition to salary deduction of the absentee would be charged. The attendance will be verified by area incharge and AMS/DMS of the concerned department i.e. Surgical Tower, & Accident & Emergency Block, as mentioned against each area.
6. In case of cancellation or termination of contract / agreement at any time during the contract period due to specifically poor performance or due to causing of any loss or claim to Mayo Hospital, Lahore or its management, the performance guarantee / security depending upon the severity of the matter can be forfeited by way of encashment of CDR/Pay Order/bank guarantee from the issuing bank. The Hospital Management (All Chiefs) will decide itself or form a separate Committee

consisting of 5-Senior members to decide whether the performance security is to be forfeited or released.

7. Provide the required equipment mentioned in **Annexure III**. The successful bidder shall have to make all this equipment physically available in the Hospital before starting the work and these should always remain in working condition during the period of contract.
8. Ensure Waste management according to the Hospitals waste management rules 2014 and other SOPs as communicated by the Procuring Agency.
9. The Service Provider shall develop and implement a maintenance plan for cleaning all types of surfaces, consistent with the manufacturer's maintenance recommendations or internationally accepted cleaning industry standards to extend the life of the surfaces through extensive periodic and restorative cleaning processes. Any damage to any area, surface, tiles, bricks, walls, ceiling or any property of any sort shall be replaced by the Service Provider or equivalent amount will be paid to the Procuring Agency if the repair work or replacement work is done and managed by the Procuring Agency due to Service Providers negligence.
10. Biometric machines and android applications to be arranged and installed by the contractor within 15 days from the start of the agreement in order to manage attendance of janitorial staff electronically and report to be submitted on daily, weekly or monthly basis as required by the employer.
11. The Service Provider will ensure that the no smoking environment rules in the Hospital are respected. Violations will attract a fine of at least Rs. 1500 for each violation by Janitorial staff on Hospital's premises.
12. No materials or methods that are environmentally unfriendly may be used.
13. The Service Provider will be responsible for paying his employees in the institution in the first 5 days of every month. Such payment will not depend on the payments made by the institution to the Service Provider. The Service Provider will pay his employees from his own resources. Any protest or strike observed by the janitors etc. will be considered a breach of contract and a minimum fine of Rs.5000 will be imposed for every incident and will be doubled every 24 hours (Rs. 5000 for first 24 hours, Rs. 10,000 for 24 – 48 hours, Rs. 20,000 for 48 – 72 hours and so on). If the strike continues for more than 5 days, the process for termination of contract may be initiated after the generation of an official report by the designated authority.
14. The Service Provider shall ensure that no member of the staff takes financial compensation or benefit from the patients or their attendants of any sort. A minimum fine of Rs.5000 shall be levied for every instance of a proven or reportedly correct complaint of the same.
15. The cleaning of the sewerage lines up to the main Pipe and the Roof Tops of concerned buildings shall be the responsibility of the Service Provider.
16. The Service Provider, after discussion with the Procuring Agency/ Hospital management, shall employ female staff in areas where female patients are treated and male staff where male patients

are treated. Male staff shall be made available in labor intensive areas like corridors and outer areas etc.

17. The Supervisors shall be employed by the Service Provider for 24 hours as per requirements of the Procuring Agency/ Hospital administration within the total strength of 200. These supervisors are to perform the following roles:

- a) Ratio of Supervisors and janitors / workers (Supervisor 1 = workers 25)
- b) Responsible for overall cleanliness / maintenance of the Hospital premises.
- c) Act as an interface between the Client, Janitorial staff and the facility/ facilities staff.
- d) Maintaining duly signed electronic daily audit sheets and complaint registers to record requests and feedback from the client from time to time and appropriate actions taken.
- e) Coordinate any kind of transfers / relocations of the janitorial staff and the same shall also be reported to the Client.
- f) Responsible for the turnout of the entire janitorial staff.
- g) Decide the workload and janitorial staff deployment on a daily basis.
- h) Determine and coordinate all the work schedules for all janitorial staff.
- i) Maintain attendance for all the janitorial staff.
- j) Ensuring presence of the janitorial staff at their respective stations and the completion and compliance of the various duties assigned to them.
- k) Help induce a sense of responsibility, discipline and hygiene in all janitorial staff.
- l) Ensure that all staff deployed for waste collection duties understand practices regarding waste collection for infection control including proper segregation, labeling, packaging (as per HWM rules 2014) and weight recording at collection and submission at the infectious waste room / temporary storage point.
- m) Help the Service Provider in submitting the required reporting forms Such as Attendance of workers, Monthly Performance Report from each Department's AMS/DMS alongwith Consumables/Items duly signed by the AMS Store/ Inspection Committee as per rules/SOPs of Stores already exists.
- n) Maintain electronic inventory of the disposables and issue the same according to the needs in collaboration with the client/ Hospital administration.

(B) RESPONSIBILITIES OF THE PROCURING AGENCY

Procuring Agency shall be responsible for;

1. Monthly performance report will be prepared by each Areas AMS/DMS considering the KPI's of Service Provider and will be submitted to Accounts Department by 5th of every month without fail. Service Provider will obtain the monthly report from concerned Department and attach with their Monthly Invoices.
2. Periodical performance monitoring of the Service Provider.
3. Timely payment of Service Provider invoices after generation of monthly report provided that there is no ambiguity or dispute on the amount claimed.
4. Provision of space/ storage for inventory and machinery and miscellaneous tasks by the Service Provider.

III. MATERIALS

1. The bidder, after surveying the Hospital, should propose the quantities and brands of the disposables as required in Annexure I of this document in the Methodology for Services. The price

of all disposables should be in-built in the financial bid price (Appendix D of Section VII). However, if excess material is required to maintain the standard of cleanliness, the cost of the same shall be adjusted as per allowed variations. All material should be of acceptable quality of standard brands. The Hospital reserves the right to get the brand changed if substandard material is being used without any increase in cost.

2. Service Provider will store the materials of the required brands along with all required machinery in the store of the Hospital and maintain electronic inventory at all times as agreed by the Hospital administration.
3. Supervisor nominated by the Service Provider will indent the material on daily basis after approval by the authorized officer / Deputy Medical Superintendent.
4. Material will be inspected by the Inspection Committee (defined by the client & Service Provider), nominated for the purpose, prior to depositing into the store. Inspection Committee already formed to inspect the Goods/General Items/Supplies will inspect the monthly consignment and would sign off the receipt confirming approved brands, quality, quantity and all store SOPS's/Rules would be followed meticulously. Service Provider would take the responsibility to obtain maintain stock register, get it inspected and submit with their invoices.
5. Materials should be deposited on the 27th of each month in the Hospital store.
6. Authorized officer/ Deputy Medical Superintendent will sign the indent and will verify the stock register on daily basis. It will be the responsibility of the Store Keeper to maintain the stock register, get the stock inspected and the inspection committee will verify it in time.
7. Additional Medical Superintendent Stores to ensure implementation of all SOP's of store keeping.

IV. GENERAL GUIDELINES FOR THE SERVICE PROVIDER

1. In the event of any illness/ injuries resulting from any accident to their staff, the Service Provider shall take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same.
2. In case of any labor disputes regarding their employees, resolve the same at the earliest to ensure scheduled work is completed satisfactorily and on time.
3. No employer – employee relationship between hospital staff and Service Provider staff shall be maintained.
4. Ensure that all Service Provider's staff assigned to the hospital be adequately immunized against all types of communicable diseases and periodically monitored through health check-ups.
5. The Services provider shall provide the names, address, age and a fresh medical certificate of its staff to be deployed at CSSD or any other sensitive area of the Hospital, in advance (15 days).
6. Working hours of CSSD staff and supervisors shall be shift wise divided into two shifts per day (8 hours per shift)

Section-V Key Performance Indicators

KEY PERFORMANCE INDICATORS

I. CATEGORIZATION OF RISK AREAS

All functional areas in the hospital have been assigned one of three risk areas based on below mentioned criteria:

- ✓ The risk of infection to patients.
- ✓ Occupational health and safety risk to staff and visitors
- ✓ Aesthetics e.g. reception areas, grounds
- ✓ Value for money

The risk category shall determine cleaning frequencies as mentioned below under the cleaning schedule:

Category	Status	Functional Areas included
1	High Risk	Emergency – Surgical and Medical
		Isolation Rooms
		Dialysis Unit
		Operation Theater
		Labor Rooms
		Wards
2	Moderate Risk	Pharmacy – Surgical Tower & Emergency
		Laboratories, including Pathology
		Mortuary
		Radiology
		Surgical Tower, including treatment rooms & clinical consultation room
		Patient washrooms
		Corridors
		Waiting Areas
		Stairs / Ramps
3	Low Risk	Administrative areas
		Stores
		Record storage and archives
		External areas
		Staff Changing Rooms

Each worker will be required to perform his / her duty in the assigned work area with following minimum frequency of cleaning against each element's Service Standards and Requirements mentioned in performance specifications.

Apart from the cleaning schedule mentioned above, cleaning services should be provided by the service provider as and when needed or as directed by the Hospital authorities from time to time.

1. High risk areas

Only consistently high cleaning standards will ensure the required outcomes. To achieve this, cleaning must be both intensive and frequent. Since this category includes areas where invasive procedures may be undertaken there is a need for very high standards of cleaning.

2. Moderate risk areas

In these areas, good standards of cleanliness are required for both hygiene and aesthetic reasons, but they will not require the same levels of intensity or frequency as very high/high risk areas. Regular cleaning with the capacity for 'spot cleaning' when necessary should be sufficient to maintain standards in these areas.

3. Low-risk areas

In these areas, the risks posed to patient safety will have been judged to be minimal and, therefore, cleaning is more for aesthetic reasons and to provide reassurance to patients and the public that the importance of cleaning is recognized. Cleaning in such areas would be less frequent than for medium risk areas though still to a regular schedule and there should be the ability to undertake minor 'spot cleaning' as and when required.

II. CLEANING FREQUENCY

The Service Provider shall ensure that the staff of the Service Provider will perform their duties in the assigned work area with minimum below mentioned frequency of cleaning against each element's Service Standards and Requirements mentioned in Annexure-II. However, apart from the cleaning schedule referred in Annexure-II, cleaning Services should be provided by the Service Provider as and when needed or as directed by the Hospital Authorities from time to time.

*Full Clean is defined as; "is where all aspects of the element are fully cleaned on each occasion in accordance with documented specifications"

*Deep Clean is defined as; "detailed cleaning of the element in every respect on each occasion in accordance with the documented specifications. Every nook, every corner is to be cleaned in all manners."

*Figures in column (3) of the table represent the probable number of full cleaning requirement in the specified area.

No.	Element	High Risk Areas	Moderate Risk Area	Low Risk Areas
1	Overall appearance	As required, to meet Performance	As required, to meet performance	As required, to Meet
2	Odor Control	As required, to meet	As required, to meet	As required, to meet
3	Commodes, weighing scales, manual handling equipment	Clean contact points each use, 1 full clean ⁶ daily & between patient Use	Clean contact points each use, 1 full clean daily & between patient use	As required, to meet performance specification

4	Patient washbowls	1 full clean daily and between patient use	1 full clean daily and between patient use	As required, to meet performance Specification
5	Bedside oxygen and suction connectors	1 full clean daily and between patient use	1 full clean daily and between patient use	As required, to meet performance specification
6	Patient Fans	1 full clean weekly, check clean as required, machine clean biweekly	check clean as required, machine clean biweekly	check clean as required, machine clean biweekly
7	Drug trolley	1 full clean every shift	1 full clean weekly	As required, to meet performance
8	Entrance/ Exit	4 full cleans daily, dust control as required, 1 machine clean weekly	2 full cleans daily, dust control as required, 1 machine clean weekly	As required, to meet performance specification
9	Stairs (internal and external)	2 full cleans daily, dust control as required, 1 machine clean weekly	2 full cleans daily, dust control as required, 1 machine clean weekly	As required, to meet performance specification

⁶ Full Clean – is where all aspects of the element are fully cleaned on each occasion in accordance with documented performance specification later in this section.

10	External areas	3 full clean daily	1 full clean daily	As required, to meet performance
11	Switches, sockets and data points	1 full clean daily	1 full clean daily	1 full clean daily
12	Walls	Check clean daily and 1 full clean weekly	Check clean daily and 1 full clean weekly	Check clean daily and 1 full clean weekly
13	Ceiling	1 Full clean weekly	1 Full clean weekly	1 Full clean biweekly

14	All doors	2 full clean daily and check clean as required	1 full clean daily and check clean as required	1 full clean weekly
15	All internal glass and glazing	Check clean daily and 1 full clean weekly	Check clean daily and 1 full clean weekly	1 full clean weekly
16	All external glass and glazing	1 full clean bi-weekly	1 full clean every month	1 full clean every month
17	Mirrors	1 full clean daily and check clean as required	1 full clean daily and check clean as required	1 full clean daily and check clean as required
18	Ventilation grilles, extracts and inlet	1 full clean weekly	1 full clean weekly	1 full clean weekly
19	Floor polished Where appropriate	5 full cleans daily, 1 check clean daily dust control as required, machine clean weekly	1 full clean daily, 1 dust control daily, machine clean monthly	1 full clean weekly, 1 check clean daily, machine clean monthly
20	Floor-Non-slippery	5 full cleans daily, 1 check clean daily dust control as required, machine clean weekly	1 full clean daily, machine clean monthly	1 full clean weekly, 1 check clean daily, machine clean monthly
21	Electrical items, e.g. overhead lights	1 check clean daily and 1 full clean monthly	1 check clean daily and 1 full clean monthly	1 check clean weekly and 1 full clean monthly
22	Chairs	1 full clean and 1 check clean daily	1 full clean daily	1 full clean weekly
23	Beds/Trolleys /Mattresses	Bedframe, including all component parts daily, mattresses weekly and on discharge, total full clean on discharge	Bedframe, including all component parts daily, mattresses weekly and on discharge, total full clean on discharge	As required, to meet performance specification
24	Lockers/Ward robes/ Drawers	1 full clean daily	1 check clean daily and 1 full clean weekly	As required, to meet performance

25	Tables / Bed tables	1 full clean daily	1 check clean daily and 1 full clean weekly	As required, to meet performance
26	All dispensers / holders	1 full clean daily and daily as required	1 full clean daily and daily as required	1 full clean daily and daily as required
27	Waste receptacles/bin	1 full clean and 1 check clean every shift and 1 deep clean weekly. Replace (On need basis)	1 full clean daily and 1 deep clean weekly. Replace Monthly if necessary	1 full clean weekly and deep clean monthly. Replace Monthly if necessary
28	Wash Basins	Daily check system in operation to include 3 full cleans and 2 check cleans.	Daily check system in operation to include 3 full cleans and 2 check cleans	Daily check system in operation to include 3 full cleans and 2 check cleans.
29	Toilets / Urinals / Bidet	Daily check system in operation to include 4 full cleans and check cleans after each patient/staff use	Daily check system in operation to include 3 full cleans and check cleans after each patient/staff use	Daily check system in operation to include 3 full cleans and check cleans after each patient/staff use
30	Computers / Telephones / Office Equipment	1 full clean daily	1 full clean daily	1 full clean weekly
31	Dirty Utility / Sluice Room	1 full clean and 1 check clean daily	1 full clean daily	1 full clean daily
32	Windows and Windows Net	1 full clean every shift, 1 check clean, and 1 equipment clean weekly	1 full clean daily, 1 check clean, and 1 equipment clean weekly	1 full clean daily and 1 equipment clean weekly

III. MONITORING, EVALUATION AND CORRECTIVE PLAN

The service provider's performance will be monitored on a daily basis by the assigned Focal Person of each department concerned. An appropriate senior member, ideally DMS/AMS will be assigned as the focal person for this task. On any one of the seven days of a week, the Focal Person will score cleanliness as per the weekly cleaning review sheet given in performance specification later in this section. In addition, the Focal Person will also cross-check each washroom's toilets and compare its fixtures against the handing over list of

After every visit an overall percentage score will be calculated for each risk category. This score will be an average of the individual percentages of each indicator area. For example, for High Risk, overall percentage cleanliness will be calculated as:

High Risk Area	Score obtained	Percentage Score
Isolation Room	$(3+3+3+3+3+3)/24 = 18/24$	75%
Dialysis Unit	$(4+4+4+4+4+4)/24 = 24/24$	100%
Medical Emergency	$(3+3+3+3+3+3)/24 = 18/24$	75%
Surgical Emergency	$(3+3+3+3+3+3)/24 = 18/24$	75%
Operation Theater	$(3+3+3)/12 = 9/12$	75%
Labor Rooms	$(2+2+2+2+2)/20 = 10/20$	50%

Every time an area is found to be below 80% it will be given the following time for corrective action.

Risk Category	Time Frame for Corrective Action
High Risk Area	30 minutes of reporting of problem to the service provider
Moderate Risk Area	1 hours of reporting of problem to the service provider
Low Risk Area	1.5 hours of reporting of problem to the service provider

The focal person will visit the site once again after the stipulated time and in case the identified problem is not corrected; the following fines will be imposed right away.

In case of inability to address identified problem within the allotted times, the focal person will hand out the following fines immediately

Risk Category	Fine
High Risk Area	Rs. 2500
Moderate Risk Area	Rs. 2000
Low Risk Area	Rs. 1000

1.1. Weekly Score

Once all areas are scored, their scores will be scaled with respect to their risk category using the following weights and an overall weekly score will be obtained.

Risk Category	Weightage
High risk	50%
Moderate risk	30%
Low risk	20%

1. For examples, using the already obtained 75% in High Risk category, if a certain hospital receives 67% in Moderate Risk category and 80% in Low Risk category, it will obtain an overall score of $75\% \times 0.5 + 67\% \times 0.3 + 80\% \times 0.2 = (37.5 + 20+16) \% = 73.5\%$.

2. This will be the overall score for this week's performance. Averaging all weekly performances of the month, a monthly score will be calculated.

3. Service providers will be expected to maintain an average minimum score of 80% in each respective category of risk areas. If the service provider could not maintain the minimum scores of 80% following penalties shall be imposed:-

For First Month	Fine of Rs. 25,000/- shall be imposed
For Second Month	Fine of Rs. 50,000/- shall be imposed
For Third Month	Fine of Rs. 100,000/- shall be imposed

4. If the service provider's performance continues to be below 80% for three months, than the hospital reserves the right to take necessary punitive action under contract provisions.

IV. PENALTIES

1. The Janitorial Service provider shall ensure the required attendance during all public holidays / local holidays or any other special occasions. In case of absence of workers on above- mentioned occasions, a penalty amounting to two times the absence period will be imposed.

2. Janitorial Service provider will ensure the disbursement of salaries within 5 days after provision of attendance/ data by the client. In case of delay, penalty @ rate of PKR. 100/worker / day will be imposed. This rate will be applicable for delay up to maximum of 7 days. In case of further delay, the contractor will be penalized @ rate of PKR. 200 / Worker / day for next seven days If the salaries are not reimbursed within 15 days after it become due, Client has the right to terminate the contract under Article 7.2 of Terms of References

3. If In case any staff is found without uniform, penalty of Rs. 200.00 will be charged for each such staff for that particular day.
4. Disbursement of salaries to the workforce by the contractor shall not be linked to the any other payment which contractor is entitled to receive from the client and is delayed due to any reason whatsoever.
5. If overall un-authorized absence of workers exceeds 10%, of the total no. of workers provided to the Hospital, the rate of deduction/penalty will be Rs.5000 per person per day. Accounts department will be responsible to calculate and deduct from the invoice amount before making payment.

V. PENALTIES FOR IRREGULARITIES

1. In case the Service Provider is unable to provide cleaning supplies by 27th of each month or use sub-standard materials or its staff is found smoking in the Hospital premises, or its staff is found involved in taking bribe from the patients, the Hospital Management shall impose fine to the Service Provider equal to PKR. 5,000/-

AREA FOR OUTSOURCING OF JANITORIAL SERVICES
IN MAYO HOSPITAL, LAHORE

Sr. #	Location of Area	Area Incharge
1.	Utility Area Basement (Surgical Tower)	A.M.S (Surgical Tower)
	Radiology (Ground Floor) (Surgical Tower)	
	ICU and Operation Theater Floor (First Floor)	
	Surgical wards (2 nd Floor) (Surgical Tower)	
	Surgical wards (3rd Floor) (Surgical Tower)	
	Burn and Reconstruction area (4 th Floor)	
	Mumty Area (Surgical Tower)	
	Open Area (All sides of Surgical Tower)	
2.	Main Emergency Block (Basement to 3rd Floor)	Director (A&E)
	Main Emergency (Open Area All Side)	

ANNEXURES

Annual Necessary Cleaning Supplies

ANNEXURE-I

Sr. #	Cleaning Supplies Required	Specifications	Quantity
1.	Buckets	Plastic Bucket 30 Liter, foot opener (local) with lid	100 Nos.
2.	Furniture dusters	Soft absorbing cloth, measuring 20" x 30"	1000 Nos.
3.	Toilet cleaning agents	Harpic or of equivalent quality	5000 Ltr
4.	Hand wash liquid with wall mounting container	Dettol, Lifebuoy or of equivalent quality	7500 Ltr
5.	Hand sanitizer liquid with wall mounting container	Sterlium, Dettol or of equivalent quality FDA or CDC Approved	3000 Ltr
6.	Air Freshener	Fragrant 300ml bottle with different fragrances	500 Nos.
7.	Lemon Oil Fragrance	Floor fragrant 500 ml bottle	300 Bottles
8.	Floor cleaning mat	20" x 30" absorbing guff towel abraded	2500 Kg
9.	Disposable hand wash paper-towels	Wide paper towels with sufficient number of wall fixed stand	2500 Packs with 13 wall fixed stand for offices only
10.	Vanyle Floor Wash	3 Litter bottle, british nova or of equivalent quality	100 Bottles
11.	Wipers	Wiper Steel Handle 46" Blade 18 ½ Rubber with 21/4"	2100 Nos.
12.	Brushes	5" Nylon threads with wooden base best quality for	250 Nos.
13.	Floor Mops Dry / Wet	8" wide, 6" length, with 40" rod (Steel)	3500 Nos.
14.	Vim 900 gm Pack	Best Quality cleaning powder in 900gm pack size	500 Nos.
15.	Liquid Bleach (Per K.g)	Best Quality (Local) bleach in 1-Kg pack	600 Kg
16.	Phenyl ordinary (3 Liter Pack)	Perfumed in 3 Litter pack (Plastic Cane) Best quality	12000 Bottle
17.	Shopper Bags (Yellow) 32"x36"	80gm weight shopper bags resistance to tear / penetration	8000 Kg
18.	Shopper Bags (White) 32"x36"	80gm weight shopper bags resistance to fear / penetration	6000 Kg
19.	Shopper Bags (White) 22"x24"	80gm weight shopper bags resistance to fear / penetration	6000 Kg
20.	Dusters	Best Quality	250 Nos.
21.	Kobra / Mortin Fly Killer	Best Quality	60 Nos.
22.	CP Brush	Best Quality	300 Nos.
23.	Glass Cleaning Spray	Best Quality	100 Nos.
24.	Glass Cleaning Kits	Best Quality	50 Nos.
25.	Mopping Trollies Double Buckets System	Best Quality	15 Nos.

26.	Gutter opener and stain remover	Best Quality	02 Nos.
27.	Rodent Control & Rat Killer	Best Quality	250 Nos.
28.	Rat Catch Glue / System	250mg Best Quality	250 Nos.

Note: Before utilizing any cleaning supplies for the Services, the Service Provider shall submit such cleaning supplies for approval of the Hospital. Service Provider shall utilize only those cleaning supplies which are approved by the Hospital.

ANNEXURE-II**Monthly Cleaning Review Sheet**

Scoring	1	2	3	4
Pharmacy		Functional Risk Category	Moderate	
Floor	More than half of the floor is dusty or wet OR More than 5 pieces of litter	Quarter to half of the floor is dusty or wet OR 3-5 pieces of litter	Less than quarter of the floor is dusty or wet OR 1-2piecesoflitter	Floor is clean free of dust and dry and No litter
Pharmacy counter	More than half the counter is dusty	Quarter of the counter is dusty	Less than quarter of the counter is dusty	countries free of dust and dry
Windows and vents (glass,net and window sill)	More than half the window sand vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Cleaning Marks from doors, furniture & walls	More than 4 marks	Less than 4 marks	Less than 2 marks	No marks at all
Pathology Lab		Functional Risk Category	Moderate	
Floor	More than a one third of the floor is dusty or wet OR More than3 pieces of litter	Quarter to one third of the floor is dusty or wet OR 1-2 pieces of litter	Less than quarter of the floor is dusty or wet OR No litter	Floor is clean, free of dust and dry and No litter
Work counter	More than a quarter of the countries dusty OR Materials spilled over more than a quarter of the counter	1 square foot on the countries dusty OR Materials spilled over 1square foot of the counter	Dust is visible in small patches but less than 1square foot area OR Materials are spilled at 1-2 places leaving very small marks	Countries free of dust and dry and No materials are spilled
Equipment	More than 3 pieces of equipment are dusty or have grime settled on them	2-3 pieces of equipment are dusty or has grime settled on it	1piece of equipment is dusty AND	No piece of equipment is dusty AND No piece has grime

			No piece has grime settled on it	settled on it
Windows and vents (glass, net and windows)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Cleaning Marks from doors, furniture & walls	More than 4 marks	Less than 4 marks	Less than 2 marks	No marks at all
Air conditioners	More than half of the vents and the outside shell of one AC is dusty	One quarter of the vents and the outside shell of one AC is dusty	Some dust on one AC	No dust on the AC
Radiology Lab		Functional Risk Category	Moderate	
Floor	More than a one third of the floor is dusty or wet OR More than 3 pieces of litter	Quarter to one third of the floor is dusty or wet OR 1-2pieces of litter	Less than quarter of the floor is dusty or wet OR No litter	Floor is clean, free of dust and dry AND No litter
Work counter	More than a quarter of the counter is dusty OR Materials spilled over more than a quarter of the counter	1square foot on the counter is dusty OR Materials spilled over 1square foot of the counter	Dust is visible in small patches but less than 1square foot area OR Materials are spilled at 1-2 places leaving very small marks	Counter is free of dust and dry AND No materials are spilled
X-ray machine	Looks overall dusty OR Has old layers of dust settled on it	Has some dust OR Has some areas of gathered dust	Appears clean and dust-free AND Has some areas of gathered dust	Appears clean and dust-free AND No layers of old dust
Equipment	More than 3 pieces of equipment are dusty or have grime settled on them	2-3 pieces of equipment are dusty or has grime settled on it	1 piece of equipment is dusty AND No piece has grime settled on it	No piece of equipment is dusty AND No piece has grime settled on it
Windows and vents (glass, net and window)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean

Cleaning Marks from doors, furniture & walls	More than 4 marks	Less than 4 marks	Less than 2 marks	No marks at all
Air conditioners	More than half of the vents and the outside shell of one AC is dusty	One quarter of the vents and the outside shell of one AC is dusty	Some dust on one AC	No dust on the AC
Patient wash room		Functional Risk Category	Moderate	
Floor(cubicle)	More than half of the floor is wet, dusty or littered	Quarter to half of the floor is wet, dusty or littered	Less than quarter of the floor is wet, dusty or littered	Floor is clean and dry (no sign of wetness, dust or litter)
Toilet(cubicle)	Feet place / commode dirty AND Inside of toilet dirty	Feet place / commode dirty OR Inside of toilet dirty	Feet place/commode clean AND Inside of toilet clean AND Flush(tanky) is dirty	Feet place/commode clean Inside of toilet clean Flush(tanky)clean
Washbasin(washroom)	Tap and Sink are dirty (drainage blocked) AND No soap	Tap and Sink are dirty (spots)OR No soap	Tap and Sink are dirty(spots) AND Soap present	Tap and Sink are clean AND Soap present
Windows and vents (glass, net and window)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Waitingarea		Functional Risk Category	Moderate	
Floor	More than half of the floor is dusty or wet OR More than 6 pieces of litter (including cigarette butts or bird excreta)	Quarter to half of the floor is dusty or wet OR 4-6 pieces of litter	Less than quarter of the floor is dusty or wet OR 1-3 pieces of litter	Floor is clean and dry No litter
Windows and vents (glass, net and windows)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Cleaning Marks from doors & walls	More than 4 marks	Less than 4 marks	Less than 2 marks	No marks at all
Furniture	More than half the seats are dusty	Quarter to half of the seats are dusty	Less than quarter seats are dusty	All seats are clean

Corridor		Functional Risk Category	Moderate	
Floor	More than half of the floor is dusty or wet AND Spit marks OR More than 6 pieces of litter (including cigarette butts or bird excretes)	Quarter to half of the floor is dusty or wet OR 4-6 pieces of litter	Less than quarter of the floor is dusty or wet OR 1-3 pieces of litter	Floor is clean and dry No litter
Windows and vents (glass, net and windows)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
High Walls & Ceiling	More than half of the area is dusty	Quarter to half of area is dusty	Less than one-fourth are is dusty	All area is clean
Stairs/Ramp		Functional Risk Category	Moderate	
Stairs	Floor is dusty AND Spit marks OR More than 6 pieces of litter (including cigarette butts or bird excreta)	Floor is dusty OR 4-6 pieces of litter	Floor is not dusty AND 1-3 pieces of litter	Floor is clean and dry No litter
Hand rails of stair wells	More than half of the hand rail is dusty	Quarter to half of the hand rail is dusty	Less than quarter of the hand rail is dusty	Hand rail is free of dust
Ramp	Floor is dusty AND Spit marks OR More than 6 pieces of litter (including cigarette butts or bird excreta)	Floor is dusty OR 4-6 pieces of litter	Floor is not dusty AND 1-3 pieces of litter	Floor is clean and dry No litter
Mortuary		Functional Risk Category	Moderate	
Floor	Blood spillage AND Medical waste	Blood spillage OR Medical waste	Only dust	No trace of blood, medical waste or dust
Table	Heavily stained (1 or more big stains or 5 or more small stains)	Lightly stained (3 to 4 small stains)	Very slightly stained (1 to 2 stains)	No stains

Windows and vents (glass, net and windows)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Cleaning Marks from doors & walls	More than 4 marks	Less than 4 marks	Less than 2 marks	No marks at all
Administrative Areas		Functional Risk Category	Low	
Floor	More than half of the floor is dusty or wet OR More than 6 pieces of litter (including cigarette butts or bird excreta)	Quarter to half of the floor is dusty or wet OR 4-6 pieces of litter	Less than quarter of the floor is dusty or wet OR 1-3 pieces of litter	Floor is clean and dry No litter
Windows and vents (glass, net and window sill)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
High Walls & Ceiling	More than half of the area is dusty	Quarter to half of area is dusty	Less than one-fourth area is dusty	All area is. Clean
Furniture (seats/tables/shelves)	More than half the furniture is dusty	Quarter to half of the furniture is dusty	Less than quarter of the furniture is dusty	All the furniture is clean
Record Room		Functional Risk Category	Low	
Floor	More than half of the floor is dusty or wet OR More than 6 pieces of litter	Quarter to half of the floor is dusty or wet OR 4- 6 pieces of litter	Less than quarter of the floor is dusty or wet OR 1-3 pieces of litter	Floor is clean and dry No litter
Windows and vents (glass, net and windows)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Cleaning Marks from doors, furniture & walls	More than 4 marks	Less than 4 marks	Less than 2 marks	No marks at all
Furniture (seats/tables/shelves)	More than half the furniture is dusty	Quarter to half of the furniture is dusty	Less than quarter of the furniture is dusty	All the furniture is clean

Storage Room		Functional Risk Category	Low	
Floor	More than half of the floor is dusty or wet OR More than 6 pieces of litter	Quarter to half of the floor is dusty or wet OR 4-6 pieces of litter	Less than quarter of the floor is dusty or wet OR 1-3 pieces of litter	Floor is clean and dry No litter
Windows and vents (glass, net and window)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
High Walls & Ceiling	More than half of the area is dusty	Quarter to half of area is dusty	Less than one-fourth are is dusty	All area is. Clean
Furniture(seats/tables/shelves)	More than half the furniture is dusty	Quarter to half of the furniture is dusty	Less than quarter of the furniture is dusty	All the furniture is clean
Record Room		Functional Risk Category	Low	
Floor	More than half of the floor is dusty or wet OR More than 6 pieces of litter	Quarter to half of the floor is dusty or wet OR 4-6 pieces of litter	Less than quarter of the floor is dusty or wet OR 1-3 pieces of litter	Floor is clean and dry No litter
Windows and vents (glass, net and window)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
High Walls & Ceiling	More than half of the area is dusty	Quarter to half of area is dusty	Less than one-fourth are is dusty	All area is. Clean
Furniture(seats/tables/shelves)	More than half the furniture is dusty	Quarter to half of the furniture is dusty	Less than quarter of the furniture is dusty	All the furniture is clean
Staff changing room		Functional Risk Category	Low	
Floor	More than half of the floor is dusty or wet OR More than 6 pieces of litter	Quarter to half of the floor is dusty or wet OR 4-6 pieces of litter	Less than quarter of the floor is dusty or wet OR wet	Floor is clean and dry No litter

			1-3 pieces of litter	
Windows and vents (glass, net and window)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
High Walls & Ceiling	More than half of the area is dusty	Quarter to half of area is dusty	Less than one-fourth are is dusty	All area is. Clean
Furniture(seats/tables/shelves)	More than half the furniture is dusty	Quarter to half of the furniture is dusty	Less than quarter of the furniture is dusty	All the furniture is clean
External areas		Functional Risk Category	Low	
Hard floor	More than half of the floor is dusty or wet OR More than 6 pieces of litter (including cigarette butts or bird excreta)	Quarter to half of the floor is dusty or wet OR 4-6 pieces oflitter	Less than quarter of the floor is dusty or wet OR 1-3 pieces oflitter	Floor is clean and dry No litter
Lawns	Fall entrée leaves are strewn all around the trees and litter in trees	Litter in Fields	Fall entrée leaves are strewn all around the trees	No Litter or Fallen Leaves in Lawns
Drains	Two or more drains are choked OR More than two open drains have leaves gathered inside	One drain is choked OR Two drains have leaves gathered inside	No drain is choked AND One drain has leaves gathered inside	No drains are choked AND No drain has leaves gathered inside

- ❖ Monthly cleaning review sheet should be completed and submitted by concerned AMs /DMS within five days after the end of each month

ANNEXURE-III**Required Equipment/Machinery**

S. No.	Name of Equipment for Mechanized Cleaning	Type and Mode I	Minimum numbers required
1.	Floor cleaning, polishing and Scrubber Dryer machine (3 in one)		12
2.	Waste Shifting Trolleys as per recommendations of Punjab Health Care Commission		10
3.	Walk behind scrubber		06
4.	Window glass cleaning kit		70
5.	Waste Buckets as per requirements of the HWM rules 2014		200
6.	Water sucking pump		06
7..	Pressure gun		04

Note:-

The above machinery will be purchased and used for cleaning, providing janitorial services as specified in this document and to fulfill Service Provider's obligations as per the bidding document/Agreement's terms. Hospital would neither reimburse the said amount to the Service Provider nor would demand for leaving the equipment for the Hospital after the expiry of the contract/agreement.

Standard Operating Procedure for Cleaning

1. General Cleaning Practices for all Health Care Settings

(a) Before cleaning:

- I. Check for additional precautions signs.
- II. Follow precautions as indicated.
- III. Remove clutter before cleaning.
- IV. Follow the manufacturer's instructions for proper dilution and contact time for cleaning and disinfecting solutions.
- V. Gather materials required for cleaning before entering the room.
- VI. Clean hands before entering the room.

(b) During cleaning:

- I. Progress from the least soiled areas (low-touch) to the most soiled areas (high-touch) and from high surfaces to low surfaces.
- II. Remove gross soil (visible to naked eye) prior to cleaning and disinfection.
- III. Minimize turbulence to prevent the dispersion of dust that may contain microorganisms.
- IV. Never shake mops.
- V. Use dust control mop prior to wet/ damp mop.
- VI. Wash the mop under the running water before doing wet mopping.
- VII. Do not 'double-dip' cloths (dip the mop only once in the cleaning solution, as dipping it multiple times may recontamination it).
- VIII. An area of 120 square feet to be mopped before re-dipping the mop in the solution. (30)
- IX. Cleaning solution to be changed after cleaning an area of 240square feet. (30)
- X. Where facility of laundering mops is not available, mops should be changed at following defined intervals:

High risk areas	-	In each shift
Moderate risk areas	-	Each day
Low risk areas	-	Every week

- XI. Be alert for needles and other sharp objects. Safely handle and dispose sharps into puncture proof container. Report incident to supervisor.
- XII. Collect waste, handle plastic bags from the top (do not compress bags with hands).
- XIII. Clean hands on leaving the room.

(c) After cleaning:

- I. Do not overstock rooms.
- II. Tools used for cleaning and disinfecting must be cleaned and dried between uses.
- III. Launder mop heads daily.
- IV. All washed mop heads must be dried thoroughly before re-use.
- V. Clean sanitation cart and carts used to transport biomedical waste daily.
- VI. All attachments of machines should be removed, emptied, cleaned and dried before storing.

2. Cleaning of Patient Care Area/Room

2.1. Daily Routine Patient Bed Space/Room

Hospital Cleaning of patient care areas/rooms should follow a methodical, planned format that includes the following elements:

- 1. **Assessment:**
 - a. Check for additional precautions signs and follow the precautions indicated.
 - b. Walk through room to determine what needs to be replaced (e.g., toilet paper, paper towels, soap, alcohol-based hand rub (ABHR), gloves, sharps container) and whether any special materials are required; this may be done before or during the cleaning process.
- 2. **Gather supplies:**
 - a. Ensure an adequate supply of clean cloths is available.
 - b. Prepare fresh disinfectant solution according to manufacturer's instructions.
- 3. **Wash hands and put on gloves:**

4. **Clean room, working from clean to dirty and high to low areas of the room:**
 - I. Use fresh cloth(s) for cleaning each patient bed space:
 - a) If a bucket is used, do not 'double-dip' cloth(s) Do not shake out cloth(s)
 - b) Change the cleaning cloth when it is no longer saturated with disinfectant and after cleaning heavily soiled areas such as toilet and bedpan cleaner.
 - II. Start by cleaning doors, door handles, push plate and touched areas of frame.
 - III. Check walls for visible soiling and clean if required.
 - IV. Clean light switches and thermostats.
 - V. Clean wall mounted items such as alcohol-based hand rub dispenser.
 - VI. Check and remove fingerprints and soil from low level interior glass partitions, glass door panels, mirrors and windows with glass cleaner.
 - VII. Check privacy curtains for visible soiling and replace, if required.
 - VIII. Clean all furnishings and horizontal surfaces in the room including chairs, window sill, television, telephone, computer keypads, over bed table etc. Lift items to clean the table. Pay particular attention to high-touch surfaces.
 - IX. Wipe equipment on walls such as top of suction bottle, intercom and blood pressure manometer as well as IV pole.
 - X. Clean bedrails, bed controls and call bell.
 - XI. Clean bathroom/shower (applicable for single room) (see bathroom cleaning procedure).
 - XII. Clean floors (see floor cleaning procedure).
5. Disposal
 - I. Place soiled cloths in designated container for laundering.
 - II. Check sharps container and change when 2/3rd full (do not dust the top of a sharps container).
 - III. Remove soiled linen if bag is full.
 - IV. Place waste in colour coded bins as prescribed under BMW rules 1998.
 - V. Remove waste.
6. Remove gloves and clean hands with alcohol based hand rub; if hands are visibly soiled, wash with soap and water. Do not leave room wearing soiled gloves.
7. Replenish supplies as required (e.g., gloves, ABHR, soap, tissue roll/paper towel etc.)

Hospital Clean includes a monitoring/ evaluation component, and this should be done by a sanitation supervisor after the cleaning procedure has been completed.

8. In addition to routine daily cleaning of patient care areas/rooms, the following additional cleaning should be scheduled:
 - a) High dusting using damp mop (weekly)
 - b) Clean corners (weekly)
 - c) Removal and laundering privacy curtains/screen.
 - d) Clean window curtains/ coverings when soiled or at least monthly.
 - e) Dust window blinds at least monthly.
9. High dusting includes all surfaces and fixtures above shoulder height, including vents. Ideally, the patient/resident should be out of the room during high dusting to reduce the risk of inhaling spores from dust particles.

2.2. Procedure for Routine, Discharge/Transfer Cleaning of a Patient Bed Space/Room

1. **Assessment:**
 - a. Check for Additional Precautions signs and follow the precautions indicated.
 - b. Walk through room to determine what needs to be replaced (e.g., toilet paper, paper towels, soap, alcohol-based hand rub (ABHR), gloves, sharps container) and whether any special materials are required; this may be done before or during the cleaning process.
2. **Gather supplies:**
 - a. Ensure an adequate supply of clean cloths is available.
 - b. Prepare fresh disinfectant solution according to manufacturer's instructions.
3. **Wash hands and put on gloves:**
4. **Remove dirty linen:**
 - a. Strip the bed, discarding linen into soiled linen bag; roll sheets carefully to prevent aerosol formation.
 - b. Inspect bedside curtains and window treatments; if visibly soiled, clean or change.
 - c. Remove gloves and clean hands.

5. Clean room, working from clean to dirty and high to low areas of the room:

- I. Use fresh cloth(s) for cleaning each patient/ resident bed space:
 - a) If a bucket is used, do not ‘double-dip’ cloth(s).
 - b) Do not shake out cloth(s).
 - c) Change the cleaning cloth when it is no longer saturated with disinfectant and after cleaning heavily soiled areas such as toilet.
- II. Start by cleaning doors, door handles, push plate and touched areas of frame.
- III. Check walls for visible soiling and clean if required.
- IV. Clean light switches and thermostats.
- V. Clean wall mounted items such as alcohol-based hand rub dispenser.
- VI. Check and remove fingerprints and soil from low level interior glass partitions, glass door panels, mirrors and windows with glass cleaner.
- VII. Check privacy curtains for visible soiling and replace, if required.
- VIII. Clean all furnishings and surfaces in the room including chairs, window sill, television, telephone, computer keypads, over bed table etc. Lift items to clean the tables. Pay particular attention to high-touch surfaces
- IX. Wipe equipment on walls such as top of suction bottle, intercom and blood pressure manometer as well as IV pole.
- X. Clean inside and outside of patient/ resident cupboard or locker.

6. Clean the bed:

- a.* Clean top and sides of mattress, turn over and clean underside.
- b.* Clean exposed bed springs and frame.
- c.* Check for cracks or holes in mattress and have mattress replaced as required
- d.* Inspect for pest control.
- e.* Clean headboard, foot board, bed rails, call bell and bed controls; pay particular attention to areas that are visibly soiled and surfaces frequently touched by staff.
- f.* Clean all lower parts of bed frame, including castors.
- g.* Allow mattress to dry.

7. Clean bathroom/ shower (see bathroom cleaning procedure)
8. Clean floors (see floor cleaning procedure)
9. Disposal
 - a. Place soiled cloths in designated container for laundering.
 - b. Check sharps container and change when 2/3rd full (do not dust the top of a sharps container).
 - c. Remove soiled linen bag and replace with fresh bag.
 - d. Place waste in colour coded bins as prescribed under BMW rules 1998.
 - e. Close waste bags and remove and add a clean bag.
10. Remove gloves and clean hands with ABHR; if hands are visibly soiled, wash with soap and water. Do not leave room wearing soiled gloves.
11. Remake bed and replenish supplies as required (e.g., gloves, ABHR, soap, paper towel, toilet brush).
12. Return cleaned equipment (e.g., IV poles and pumps, walkers, commodes) to clean storage area.

3. Routine Bathroom Cleaning

Working from clean areas to dirty areas:

1. Remove soiled linen from floor; wipe up any spills; remove waste.
2. Clean door handle and frame, light switch.
3. Clean chrome wall attachments.
4. Clean inside and outside of sink, sink faucets and mirror; wipe plumbing under the sink; apply disinfectant to interior of sink; ensure sufficient contact time with disinfectant; rinse sink and dry fixtures.
5. Clean all dispensers and frames.
6. Clean call bell and cord.
7. Clean support railings, ledges/ shelves.

8. Clean shower, faucets, walls and railing, scrubbing as required to remove soap scum; apply disinfectant to interior surfaces of shower, including soap dish, faucets and shower head; ensure sufficient contact time for disinfectant; rinse and wipe dry; inspect and replace shower curtains monthly or as required.
9. Clean bedpan support, entire toilet including handle and underside of flush rim; ensure sufficient contact time with disinfectant.
10. Remove gloves and wash hands.
11. Replenish paper towel, toilet paper, waste bag, soap and ABHR as required.
12. Report mold and cracked, leaking or damaged areas for repair.

Additionally, for discharge/transfer cleaning:

13. Change all color coded waste bags, clean color coded bin, if dirty.
14. Scrub shower walls.
15. One ward cleaner for each Bathroom in each shifts there will be a cleaning chart in the outside of Bathroom indicating after every 30 minutes cleaning of wash rooms and signed by janitorial supervisor

4. Mopping Floors using Dust Control Mop (microfiber)

Working from clean areas to dirty areas:

1. Remove debris from floor and dry any wet spots with paper towel.
2. Remove gum or other sticky residue from floor.
3. Starting in the farthest corner of the room, drag the mop toward you, then push it away, working in straight, slightly overlapping lines and keeping the mop head in full contact with the floor.
4. Do not lift dust mop off the floor once you have started, use swivel motion of frame and wrist to change direction.
5. Move furniture and replace after dust mopping, including under and behind bed.
6. Carefully dispose of debris, being careful not to stir up dust.
7. Replace mop head/pad when soiled and after mopping a room.

5. Mopping Floors using Wet Mop

Working from clean areas to dirty areas:

Prepare fresh cleaning solution according to the manufacturer's instructions using appropriate PPE according to Material Safety Data Sheet (MSDS).

1. Place 'wet floor' caution sign outside of room or area being mopped.
2. Divide the area into sections (e.g. Corridors may be divided into two halves, lengthwise, so that one side is available for movement of traffic while the other is being cleaned.)
3. Immerse mop in cleaning solution and wring out.
4. Push mop around skirting's first, paying particular attention to removing soil from corners; avoid splashing walls or furniture.
5. In open areas use a figure eight stroke in open and wide spaces, overlapping each stroke; turn mop head over every five or six strokes. While in small spaces, starting in the farthest corner of the room, drag the mop toward you, then push it away, working in straight, slightly overlapping lines and keeping the mop head in full contact with the floor.
6. Repeat until entire floor is done.
7. Change the mop head when heavily soiled or at the end of the day.

6. Mopping Floors using a Microfiber Mop

Working from clean areas to dirty areas:

1. Fill plastic basin with cleaning solution.
2. Place microfiber pad(s) to soak in basin.
3. Take a clean pad from the basin, wring out and attach to mop head using Velcro strips.
4. Remove pad when soiled and set aside for laundering.
5. Use a fresh microfiber pad for each room.
6. Send soiled, reusable microfiber pads for laundering at the end of the day.

7. Cleaning an Ambulance

Routine clean following each transport:

1. Place biomedical waste (e.g., dressings, bandages, contaminated sheets that are saturated with blood) in a colour coded bins
2. Remove used linens/ blankets for laundering.

3. Clean and disinfect/ sterilize equipment used during the call.
4. Clean and disinfect patient compartment as required.
5. Inaccessible areas should be vacuum cleaned.
6. If the vehicle is heavily contaminated it will be taken out of service and intensively cleaned.
7. Restock vehicle as required.

Intense Cleaning as Required and When Scheduled:

8. Driver's Compartment.
 - a) Remove all equipment from the front of the vehicle.
 - b) Clean and disinfect all interior surfaces, including walls, doors, radio equipment, dash and windows.
9. Patient Compartment to Remove stretchers, clean and disinfect including mattress and belts; check for wear or damage.
 - a) Remove wall suction, clean and disinfect. o Remove contents of cupboards and shelves; clean and disinfect all surfaces.
 - b) Clean, disinfect and dry all hard surface items before returning to cupboard or shelf; inspect for damage and expiration dates; repair/ replace as needed.
 - c) Sweep, vacuum, clean and disinfect floor. o Clean and disinfect chairs, bench seats, seat belts. o Clean and disinfect all interior surfaces, including ceiling and walls. o Check interior lighting.
 - d) Empty, clean and disinfect waste containers.
 - e) Clean interior windows.
10. Equipment Storage Compartment
 - a) Remove all equipment and sweep out compartment.
 - b) Clean and disinfect compartment and restock.

8. Cleaning Spills of Blood and Body Substances

Spills of blood and other body substances, such as urine, feces and emesis, must be contained, cleaned and the area disinfected immediately. The health care organization shall have written policies and procedures for dealing with biological spills that include:(31)

1. Clearly defined assignment of responsibility for cleaning the spill in each area of the health care setting during all hours when a biological spill might occur.
2. Provision for timely response.
3. A method for the containment and isolation of the spill.
4. Training of staff who will clean the spill.
5. Access to PPE, equipment, supplies, waste and linen disposal for staff who will clean the spill.
6. Proper disposal of waste.
7. Procedure to be followed if there is a staff exposure to biological material.
8. Documentation of the spill incident.

9. Cleaning a Biological Spill

Assemble materials required for dealing with the spill prior to putting on PPE.

1. Inspect the area around the spill thoroughly for splatters or splashes.
2. Restrict the activity around the spill until the area has been cleaned and disinfected and is completely dry.
3. Put on gloves; if there is a possibility of splashing, wear a gown and facial protection (mask and eye protection or face shield).
4. Confine and contain the spill; wipe up any blood or body fluid spills immediately using either disposable towels or a product designed for this purpose.
5. Dispose of materials by placing them into regular waste receptacle, unless the soiled materials are so wet that blood can be squeezed out of them, in which case they must be segregated into the biomedical waste container (i.e., yellow bag).
6. Disinfect the entire spill area with a Hospital-grade disinfectant and allow it to stand for the amount of contact time recommended by the manufacturer.
7. Wipe up the area again using disposable towels and discard into regular waste.
8. Care must be taken to avoid splashing or generating aerosols during the clean-up.
9. Remove gloves and perform hand hygiene.

Section-VI Priced Activity Schedule

(Refer to the APPENDIX-D of the Section VII)

SECTION VII

Part II – Conditions of Contract and Forms

Letter of Acceptance

[letter head paper of the Procuring Agency]

[date]

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Procuring Agency. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Procuring Agency.

We confirm that *[insert name proposed by Procuring Agency in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 36.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said Contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract fully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letter head paper of the Procuring Agency]

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received budget from the Government of Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments under the contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Special Conditions of Contract;
- (c) the General Conditions of Contract;
- (d) the Scope of Services;
- (e) Performance Specifications and Drawings;
- (f) the Priced Activity Schedule; and
- (g) the Service Provider’s Bid.
- (h) all appendices and annexures to above documents.

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Service Provider 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 Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

General Conditions of Contract

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Section V. General Conditions of Contract

A. General Provisions

1.1 Definitions

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

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services to the Service Provided, in accordance with Clause-6 after deduction of all taxes applicable.
- (g) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Punjab;
- (l) “Hospital” means each particular Hospital, which becomes a Party to the Contract and where the Facility(ies) are to be provided by the Service Provider as per the Contract;
- (m) “Local Currency” means Pak Rupee (PKR);
- (n) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge”

means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;

- (o) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (p) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (q) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (r) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (t) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (u) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (v) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
- (w) "RFP" means the Request for Proposal prepared by the Client for the selection of Service provider.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Procuring Agency** The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Law, the amount of which is deemed to have been included in the Contract Price. The employer shall deduct/collect the all applicable taxes before making any payment to the Service Provider.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Work Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Work Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Work Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services within seven (07) days after the date that the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall be considered to be a breach of Contract, or default under this Contract insofar/until such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time 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.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by giving not less than thirty (30) days’ written notice of termination to the Service Provider stating reason or disclosing no reason at all or after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy/rectify a failure in the performance of its obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Employer may have subsequently approved in writing;

- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than forty-five (45) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

37.1 (a) For the purpose of this provision, the terms set forth below are defined as follows:

- (vi) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
- (vii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (viii) “collusive practices” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- (ix) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
- (x) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its

knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client's inspection and audit rights.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by giving not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than forty-five (45) days.

2.6.3 Suspension of Payment

If the Service Provider has not received sums due to them by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the

Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be

The Service Provider (a) shall take out and maintain, and shall

Taken Out by the Service Provider

cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any

payment overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on that sum, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until at least 28 days after the Completion Date of the Contract.

4. Service Provider's Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement

of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall remain the same until the two parties arrive at an agreement to increase or decrease such remuneration as a result of such change and corresponding adjustments shall then be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** (a) The price payable in Pak Rupees (PKR).
(b) The price payable in foreign currency if any is set **forth in the SCC.**
- 6.3 Payment for Additional Services** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC.** Any payment shall be made after the conditions **listed in the SCC** for such payment have been

met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond **fifteen (15) days** after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the **cost of inputs only** if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate shall be adjusted by applying the respective price adjustment factor to the payment amounts due.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected, and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional Services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Deficiencies, and Non-Performance

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.

Penalty

- (b) Every time notice a Deficiency is given, the Service Provider shall correct the notified Deficiency within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Deficiency within the time specified in the Employer's notice, the Employer will assess the cost of having the Deficiency corrected, the Service Provider will pay this amount, and a Penalty for Non-Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the

Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

Committee:

m *9/28/17* *[Signature]*

[Signature]
Chief Support Services Officer
Mayo Hospital Lahore

[Signature]
Chief Executive Officer
Mayo Hospital Lahore

Section VII. Special Conditions of Contract

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(e)	The contract name is _____.
1.1(h)	The Employer is _____
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is: <i>Law of Islamic Republic of Pakistan</i>
1.3	The language is <i>English</i>
1.4	<p>The addresses are:</p> <p>Employer: _____</p> <p>Attention: _____</p> <p>Tel: _____</p> <p>Email: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Tel: _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is <i>within seven (7) days after the signing of contract agreement.</i>
2.3	The Intended Completion Date is <i>One (1) year after the execution of contract agreement.</i>
3.4	The risks and coverage by insurance shall be:

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
	(i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Employer’s liability and workers’ compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
3.8	The clause 3.8 with its sub-clauses is deleted and replaced with following: “Penalties for non-performance up to the required standards and programs shall be as specified in Section-V “Key Performance Indicators” of the RFP. Such penalties shall be deducted from any monies due or which may become due to the Service Provider.”
6.2(a)	The entire contract price shall be in local currency i.e. PKR. The contract price for Services is Rs. _____.
6.2(b)	Foreign currency is not applicable.
6.4	<p>The Contract Price shall be paid in accordance with the Section-VI of RFP on the basis of actual man-months utilized during such time and corresponding rates as provided by the Service Provider in Appendix-D to this section (Priced Activity Schedule). Except as may be otherwise agreed under Sub-Clause 23, payments under this Contract shall not exceed the ceilings mentioned in Appendix-D: Priced Activity Schedule. The Service Provider shall notify the Employer as soon as cumulative charges incurred for the Services have reached 80% of ceiling amount.</p> <p>The Service Provider shall submit invoice to Employer for payment, in writing within Seven (07) days after end of each month. The invoice shall contain necessary record of attendance of staff at Hospital along with any other documents demanded by the Employer.</p> <p>The Employer shall verify monthly invoice within seven (7) days from the date of receipt of the respective invoice complete in all respects subject to satisfactory performance of Services. The corresponding Payments against monthly invoices shall be made promptly by the Employer, no later than Fourteen (14) days after verification of the invoice. The deductions (if any) for penalties under clause 3.8 of Special Conditions of the Contract shall be deducted from the monthly invoices.</p> <p>No payment shall be made for the Services which are not performed in a given billing period.</p> <p>The Employer reserves the right to deduct any sums on account of the</p>

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
	Services which are not performed upto the satisfaction of the Employer.
6.5	Payment shall be made within <i>Fourteen (14)</i> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <i>Twenty-Eight (28)</i> days in the case of the final payment. The interest rate is <i>8 % per annum</i> .
6.6.1	The Service Provider shall not be entitled to any price adjustment during the entire duration of the project.
6.6.2	<i>Clause 6.6.2 is deleted.</i>
7.1	The Employer through its staff shall inspect and monitor the activities in accordance with the Section V “Key Performance Indicators”.
7.2 (a)	<i>Clause 7.2 (a) is deleted.</i>
8.2.3	The Adjudicator is _____. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____
8.2.4	The arbitration procedures of Islamic Republic of Pakistan shall be used. The place of arbitration shall be Lahore, Punjab-Pakistan.
8.2.5	The designated Appointing Authority for a new Adjudicator is “ <i>Health Department-Government of the Punjab</i> ”

Performance Guarantee

To: _____

Whereas _____ (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 day from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Appendices

Appendix A — Scope of Services

Refer to SECTION-III of the RFP

Appendix B — Schedule of Payments & Reporting Requirements

- 1. Payment shall be made in accordance with the Section-VI of RFP and under contract provisions.*
- 2. The Service Provider shall provide two copies of monthly progress which should reach the office of Employer no later than the 15th date of the succeeding month.*

Appendix C — Key Personnel and Subcontractors

List under: The required qualification and experience of the key personnel is described in the table below: -

Sr. No.	Personnel	Required Qualification and Experience
1.	Supervisor	At least 16 years education with at least 10 years of relevant experience in Facility Management.
2.	Inspector	At least 16 years education with at least 5 years' experience in Facility Management.
3.	Janitors	At least Middle or higher education with at least 2 years janitorial experience.

C-2 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1.

Appendix D — Breakdown of Contract Price

Sr. # (i)	Position	Number (A)	No. of man-months (B)	Quoted Remuneration (C)	Total Cost (A X B X C)
1.	Janitors	200	12		
Human Resource Cost					
Material / Supplies					
Total cost of financial proposal (inclusive of all applicable taxes)					

- ❖ All price's quoted will be inclusive of all applicable taxes / levies and other Government obligations etc.

NOTE:

1. The bidder shall ensure the qualification of the personnel in accordance with the Appendix-C to this section i.e. Section-VII. The Service Provider shall provide the medical fitness certificate of every personnel deployed at Hospital. The Service Provider shall give detailed bio-data of its entire staff with required documents such as copies of CNIC, copies of academic record, copies of experience certificates etc. where applicable
2. The Bidder shall ensure the qualification of the personnel in accordance with the Appendix-C to Section VII of the document.
3. Bidder must include in its price all applicable taxes and other direct cost which he thinks necessary for the execution of this project.
4. ***Total duration of Services required is one (01) year which is extendable for another year on the same terms and conditions subject to satisfactory performance/appraisal by the committee in the light of monthly QA report and feedback.***
5. The invoice of the Bidder shall be evaluated considering the actual utilization of man-months at Hospital. Leaves and absences of staff shall not be entitled for any payment.
