

**PROJECT MANAGEMENT IMPLEMENTATION UNIT
REVAMPING OF NON-TEACHING DHQ HOSPITALS
GOVERNMENT OF THE KHYBER PAKHTUNKHWA**

Request for Proposal

**PROVISION OF MEPG SERVICES IN 33 NON-
TEACHING DHQ HOSPITALS OF THE KHYBER
PAKHTUNKHWA**

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PROJECT DIRECTOR

PMIU

Health Department Govt. of Khyber Pakhtunkhwa

1. INTRODUCTION

PMIU requires firms to provide **MEPG Services for 33 NON-TEACHING DHQ Hospitals of the Khyber Pakhtunkhwa** for 24 Hours a day (365 days/ 7 days a week including Sundays & Holidays) in the entrusted NON-TEACHING DHQ Hospitals through Open Frame Work Contract. However, Procuring Agency reserves the right to add or drop one or more health facilities from any package at any time (before or during the contract period). Moreover, PMIU reserve the rights to outsource any other hospital of KPK other than abovementioned 33 hospitals at the lowest evaluated rate.

2. INSTRUCTION TO APPLICANT(S)

General Instructions

1. An Applicant/ Service Provider shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
 - a. The Applicant must be an active tax payer. Khyber Pakhtunkhwa Revenue Authority (KPRA) registration, National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by Applicant(s).
 - b. An Applicant who is barred/ blacklisted or disqualified either by any Government/ Department / Agency / Authority would not be eligible to submit the Proposal. **The Applicant will submit an undertaking in this regard.**
 - c. The Service Provider shall have to provide Undertaking of Minimum Wage Rate as per **Appendix-5**.
2. **Interested Applicant who intends to apply for multiple packages shall submit only one Technical Proposal but separate Financial Proposal for each package / Hospital applied for.**
3. The RFP duly signed and stamped by the applicant, shall be attached with the Technical Applications in printed & electronic form (flash-drive).
4. The amount of Bid Security is Rs 300000 for each package. If applying for multiple packages, interested Applicant shall submit **SEPARATE** Bid Security for each package as mentioned above.
5. The Bid Security shall be submitted in the form of Financial Instrument i.e., CDR, Demand Draft or Bank Guarantee in the favor of **Project Director, Project Management IMPLEMENTATION UNIT (PMIU)**. The original instrument must be placed in the Financial Proposal however a copy of the same shall be attached with Technical Proposal.
6. At any time, prior to the deadline for submission of proposals, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective

Applicant, may modify the Request for Proposal by amendment. Such amendment/response shall be uploaded on departmental websites, and shall be binding on them.

7. The Procuring Agency, at its discretion or through request by the service provider, may extend the deadline for the submission of proposals. Amendment notice to that effect shall be communicated in the same manner as the original invitation to Request for Proposal.
8. For the purpose of preparing the proposal, the interested Applicant(s) will be allowed to visit the respective hospital to conduct survey and relevant assessments.
9. The Applicant(s) are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at Applicant's risk and may result in rejection of the proposal.
10. The offer must be valid for **90 Days** from last date of submission of proposals.
11. The procuring agency shall evaluate the technical proposal in a manner prescribed ahead in the document, without reference to the price and reject any proposal that does not conform to the specified requirements.
12. Procuring Agency reserves the rights to add or drop one or more health facilities from any package before or during the contract term.
13. The procuring agency may outsource any other hospital of KPK other than abovementioned 33 hospitals at the lowest evaluated bid rate.
14. After submission, no amendments in the technical or financial proposal shall be permitted.
15. The Service Provider shall have to provide all relevant documents required for technical qualification. Service Provider shall have to give detail of HR, Goods etc. as per enclosed **Appendices**. The Service Provider shall provide complete detail of relevant personnel i.e., EOBI / Insurance where applicable.
16. After the evaluation and approval of the technical proposal, the procuring agency, shall at a time within the proposal validity period, publicly open the Financial proposals of the technically responsive Applicant(s), on a time, date and venue announced and communicated to the Applicant(s) in advance in the presence of the Applicant(s) or their representatives. The financial proposals of the technically nonresponsive Applicant(s) shall be returned un-opened to the respective Applicant(s).
17. The Applicant shall submit the Financial Proposal as per Financial Forms.
 - a. Price Schedule is to be filled in very carefully, and should be typed. Any alteration / correction must be initialed.
 - b. Every page is to be signed and stamped at the bottom. The Applicant is required to offer competitive price. All prices must include all relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered

as inclusive of all prevailing taxes/ duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.

- c. While tendering the proposal, the present trend / inflation in the rate of services and goods in the market should be kept in mind by the Applicant. No request for increase in price due to market fluctuation in the cost of services and goods shall be entertained after the proposal has been submitted
18. The quoted prices shall only be considered for the purpose of evaluation only. The amount may increase or decrease every month and payments shall be made on the basis of actual works carried out by the service provider regardless to any reference to the quoted bid and financial evaluation. At no instance trivial references will be entertained that the contractor is liable to be paid with respect to the costs determined just for the sake of financial comparison.
19. The Applicant shall submit the Proposal including Proposal Form and Appendices.
20. Financial proposal shall be prepared using the formats given in the Proposal Form. Financial proposals of only the technically qualified / responsive Applicant(s) will be opened in accordance with the procedure laid down in KPPRA Rules 2014.
21. Conditional discounts shall not be considered in evaluation.
22. The award of the contract shall be for **Two Year** from the date of its signing or otherwise required. However, the Contract duration can be extended for a maximum period of one year, subject to satisfactory performance of Service Provider as well as mutual agreement / consent of both parties.
23. Intended date of commencement of the services will be **15 Days** from the date of award of the Contract.
24. The Applicant must quote the Contract Title and include the following declarations:
 - a. We have examined the information provided in your terms of reference and offer to undertake the work described in accordance with requirements as set out in the TOR.
 - b. The proposals (Technical & Financial) have been arrived independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other potential investor invited to submit proposal for this contract.
 - c. We confirm that the enclosed hard copy of the technical proposal is true and have complete copies of these documents.
 - d. We confirm that we, Service Provider, will be available to undertake the services.
 - e. We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we are awarded with this contract.
 - f. Subcontracting is not allowed in any case. At the time of the contract the Service Provider shall submit an undertaking on a legal paper, that the firm shall not further sub-

contract/sublet services or any part thereof in respect of any hospital to a third party/sub-Service Provider.

g. We confirm that the Service Provider:

- i. Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency or financial standing.
- ii. Have not been convicted of any offence concerning professional misconduct.
- iii. Have not been convicted of corruption including the offence of bribery.
- iv. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.

h. I confirm that I have the authority of *[name of Service Provider's company]* to submit proposal and to clarify any details on its behalf.

i. During evaluation of the proposals, the Procuring Agency may, at its discretion, ask the Applicant for a clarification of its proposal as provided in Rule of KPPRA 2014. The request for clarification and the response shall be in writing, and no change in the prices or substance of proposal like indication or re-indication of make/model/brand etc. shall be sought, offered, or permitted.

Data Sheet

1.1	<p>Name of the Assignment is: <u>Hiring of MEPG Services for Non-Teaching DHQs, Health Department, Government of Khyber Pakhtunkhwa.</u></p> <p>The Name of the PE's official (s): Project Director, PMIU, Revamping of Non-Teaching DHQ Hospital, GoKP, HRD Building, Khyber Road,</p> <p>Telephone: 091-9210880</p> <p>E-mail: revampdhqkp@healthkp.gov.pk</p>
1.2	<p>The method of selection is: <u>Least-Cost Selection (LCS)</u></p> <p>The Edition of the Guidelines is: <u>KPPRA Rules 2014</u></p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes ___ X_No ___</p>
1.4	<p>The PE will provide the following inputs and facilities:</p> <ol style="list-style-type: none"> i. Be responsible for the financial obligations under the contract. ii. Disburse any payment to the consultant/bidder, on the provision of required services. iii. Provide to the consultant/bidder any such other assistance as may be specified against services to be provided by them under the contract. iv. Assist the consultant/bidder with obtaining all necessary approvals in timely manner (as per mutually agreed assignment protocols) and such other documents as shall be necessary to enable them to perform the Services. v. Issue to officials, agents and Clients of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. <p>In consideration of the Services provided by the consultant/bidder under this Contract, the payments shall be made to them only after verification of the delivery of specified services.</p>
1.5	<p>The Proposal submission address is: Project Director, PMIU, Revamping of Non-Teaching DHQ Hospital, GoKP, HRD Building, Khyber Road, Peshawar. Proposals must be submitted no later than the following date and time:</p> <p>Date: <u>14th June, 2022</u></p> <p>Time: <u>11:00 AM PST</u></p>
1.6	<p>Expected date for commencement of consulting services: 15 days <u>after the award of contract</u> at Non-Teaching DHQs, Health Department, Government of Khyber Pakhtunkhwa.</p>
9.1	<p>Proposal's validity that <u>shall not be more than 90 days for National Competitive Bidding (NCB)</u></p>

10.1	<p>Clarifications may be requested not later than <u>five</u> days before the submission date. The address for requesting clarifications is: <u>Project Director, PMIU, Revamping of Non-Teaching DHQ Hospitals Healthcare Department, GoKP, HRD Building, Khyber Road, Peshawar.</u></p> <p>Tel: _____ E-mail: _____</p>
12	<p>The Proposal as well as all related correspondence exchanged by the Consultant/bidder and the Procuring Entity shall be written in <u>English</u>. However, it is desirable that the consultant/bidder's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.</p>
13.1	<p>The format of the Technical Proposal to be submitted is: Simple <u>Technical Proposal (STP)</u></p>
13.2 (vii)	<p>Training is a specific component of this assignment: Yes ____ No <u>X</u></p>
15.1	<p>Amounts payable by the PE to the Consultant/bidder under the contract to be subject to local taxation, stamp duty and service charges, if applicable</p>
16.2	<p>Consultant/bidder must submit the <u>original</u> Technical Proposal and Financial Proposal.</p>

Bidding Method & Evaluation

According to KPPRA Rule 2014, Single Stage Two Envelopes Bidding Procedure shall be adopted.

Rejection of Proposals

1. The Procuring Agency may reject all proposals as per rule 47 of KPPRA Rule 2014 at any time prior to the acceptance of a proposal. The Procuring Agency shall upon request communicate to the Applicant who participated in the process seeking the reasons for its proposal's rejection, but is not required to justify those grounds.
2. Notice of rejection of all proposals shall be given promptly to the concerned Applicant(s) that submitted proposals.

Performance Guarantee

The successful Applicant shall furnish a Performance Guarantee in the form of a Bank Guarantee from a scheduled bank operating in Pakistan on the format attached at **Appendix-3** of the amount equivalent to **5 %** of the total annual amount, however at all instances payments will be made as per actual work carried out at the respective station and at no instance trivial references will be entertained that the contractor is liable to be paid with respect to the costs determined just for the sake of financial comparison, with validity of **33 months** from the date of signing of the contract. The performance guarantee shall be renewed at least one month before its expiry for renewal of the contract.

Proposal Evaluation

1. An applicant must submit the required document / profile of the applicant to be considered for financial proposal opening.
2. Financial proposals of technically responsive Applicant(s) shall be opened at a date and time fixed and notified in advance to the Applicant. The contract may be awarded to the lowest financial proposal of the technically qualified Applicant(s). Applicant(s) scoring 70 or more in the technical evaluation or any other criteria mentioned in this document subject to reasonability of prices. However, Procuring Agency may reject all proposals as specified in KPPRA Rules 2014.

Technical Proposal Form

{Location, Date}

To:

Project Director, PMIU
Health Department, Government of Khyber Pakhtunkhwa.

We, the undersigned, offer to provide the requested services as in accordance with your Bidding document (**PROVISION OF MEPG SERVICES FOR NON-TEACHING DHQ HOSPITALS OF THE KHYBER PAKHTUNKHWA**) PROPOSAL REFERENCE NO: dated [insert date here]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

Total No. of Hospitals Applied for _____ **Name of Hospital Applied**
a) (Name)
b) (Name)

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

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

Technical Evaluation

The following evaluation factors / criteria will be employed to evaluate the **Technical proposals**.

3. TECHNICAL EVALUATION / PROFILE OF THE APPLICANT

The Applicant/Service Provider must comply with all the mandatory parameters. In case of noncompliance of any mandatory parameter, the Applicant shall be declared as nonresponsive and shall not be considered for further evaluation for marking parameters. Interested Applicant who intends to apply for multiple packages shall submit only **one Technical Proposal / Profile of the Applicant and separate Financial Proposals** for each package applied for.

1. Eligibility of the Applicant as per ITA Clause 1(a-c) as listed below.

- a. An Applicant/ Service Provider must be a legally registered from SECP for 3 years.
- b. The Applicant must be an active tax payer. Khyber Pakhtunkhwa Revenue Authority (KPRA) registration, National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by Applicant(s).
- c. An Applicant who is barred/ blacklisted or disqualified or **whose Service has been found unsatisfactory** either by any Government/ Department / Agency / Authority would not be eligible to submit the Proposal. **The Applicant will submit an undertaking in this regard.**
- d. The Service Provider shall have to provide Under Taking of Minimum Wage Rate as per **Appendix-5.**

The following evaluation factors/criteria will be employed to evaluate the technical proposals

TECHNICAL EVALUATION CRITERIA		
Sr. No.	Description	Weightage
1	Age of company	5
2	General Experience of the Firm	40
3	Financial Capability / Strength	30
4	Certifications	10
5	Methodology	15
	Total	100
	Minimum marks required	70

1) Age of company-5% weightage

EVALUATION CRITERIA FOR AGE		
Sr. No.	Description	Marks
1	Firm operating more than 5 years	5
2	Firm operating more than 3 years	3
3	Firm operating less than 3 years	0
	Maximum Marks	5

2) Experience - 40% weightage

Sr. No.	Description	Marks
1	Experience	40
Maximum Marks		

Maximum of 8 Running projects need to be submitted for each sector with each project worth 5 marks. Each project's value worth more than 25 Million shall be given maximum 5 marks, projects worth between 20 to 24 Million shall be given 2 marks and project's worth less than 20 Mn shall be given 0 marks.

Submission of satisfactory performance certificate is compulsory for consideration of the contract.

The applicant shall have to provide / Purchase Orders/ Contract to prove the existence of projects as per procurement's committee's discretion

3) Financial capability/Strength – 30% weightage

Sr. No.	PARAMETER		MAXIMUM SCORE
(A)	Annual Turnover in last 2 Years. (Duly supported by FBR return, and Audited Financial statements)		
	Average Annual Financial turnover for last 02 years greater than 300 Million	20 Marks	20
	Average Annual Financial turnover for last 02 years between 250-299 Million	10 Marks	
	Turnover below 250 Mn shall not be accepted		
(B)	Working Capital		
	Working capital for the last 02 years greater than 45 Million	10 Marks	10
	Working capital for the last 02 years between 40-45 Million	5 Marks	
	Total		

4) Certifications – 10% weightage

Quality Management certificates ISO 9001:2015	05 Marks
PEC (Pakistan Engineering Council)	05 Marks

5) Methodology – 15% weightage

The Applicant shall explain his plan for performing the MEPG Services through IT Based HR & Goods Management System. As per the terms of the references and overall scope of this document. 15 marks will be allocated to firms at the discretion of the procurement committee on the proposed methodology of the services to be provided by the firm. This component has been created to rationalize the modus operandi of bidding firm.

Excellent.... 15

Good..... 10

Fair 5

- ✦ The financial proposal of only those firms will be evaluated achieving a minimum score of 70 in technical component
- ✦ The firm shall quote the rate per worker per month inclusive of all applicable taxes/insurance/ contributions and management costs on monthly basis including all applicable taxes
- ✦ The firm must abide by the prevailing labour and Security laws including but not limited to Minimum wages, Social Security and EOBI.
- ✦ The firm must provide uniform (vest, Covid-19 care essentials like gloves & masks and standard labor shoes), identification cards, personal protective equipment etc. to its entire staff deployed at the hospital and ensure proper maintenance of it. Further the staff would be required to be in clean uniform at all times
- ✦ The service provider shall install its own (Operated, Installed & Maintained by Service Provider) Bio-Metric Machine under the supervision of Hospital Administration having the dual Biometric measurements; Face & Fingerprint. The record of the same will be verified by the Hospital Administration of daily basis and same will be shared to client wing
- ✦ The service provider shall conduct periodic health profiling of the staff

**** The sequence of Prequalification Application must be as per below mentioned table.**

Mandatory Requirements			Attached at
1	An Applicant/ Service Provider shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.		Flag-A
2	The Applicant must be an active tax payer. Khyber Pakhtunkhwa Revenue Authority (KPRA) registration, National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by Applicant(s).		Flag-B
3	An Applicant who is barred/ blacklisted or disqualified or whose Service has been found unsatisfactory either by any Government/ Department / Agency / Authority would not be eligible to submit the Proposal. The Applicant will submit an undertaking in this regard.		Flag-C
4	The Service Provider shall have to provide Under Taking of Minimum Wage Rate as per Appendix-5.		Flag-D
6	The Applicant shall have a valid registration with EOBI / PESSI/ Labor department to ensure that the staff employed adheres to the guidelines/ founding principles laid to perform as per laws in vogue with rest to labor laws.		Flag-E
7	The copy of the Request for Proposal duly signed and stamped by the Applicant shall be attached with the Technical Proposals.		Flag-F
8	The applicant shall have valid registration with SECP and ISO 9001:2015		
TECHNICAL EVALUATION CRITERIA			
Sales Tax, Income Tax and IT Management System			
1	a.	Sales tax and Income Tax Return Proof for 2 years.	Flag-G
	b.	IT Based HR & Goods Management System.	Flag-H
General Experience and Past Performance of the Firm			
2	a.	Projects having minimum worth more than 25 million each	Flag-I
Managerial & Technical Strength			
3	a.	Documentary proof of Payment of EOBI/ PESSI/Labor Department	Flag-J
	b.	Project Manager having requisite experience.	Flag-K
Financial Capability/Strength			
4	a.	Average Annual Turnover in last 02 Years. The evaluation be done on the bases of Number of NON- TEACHING DHQH / H Applied for. (Duly supported by FBR Return, and Audited Financial Statements).	Flag-L

4 FINANCIAL EVALUATION

The financial evaluation of the proposal shall be according to the financial evaluation as given in **Financial Form 2**. Incomplete proposals shall stand rejected.

Financial Proposal Form 1

(These 3 Forms must be filled by Applicant(s) for each package separately)

{Location, Date}

To:

Project Director, PMIU

Revamping of Non-Teaching DHQ Hospitals Healthcare Department, Government of Khyber Pakhtunkhwa.

HRD Building, Khyber Road, Peshawar.

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

Our attached Financial Bid is for the amount of {Indicate the corresponding amount(s) currency (ies)} {Insert amount(s) in words and figures}, *inclusive of all taxes..* The estimated amount of taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. Our Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Bid and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Financial Proposal Form 2
MEPG SERVICES FOR HOSPITAL

Name of Applicant:

Mailing Address:

Income Tax Registration No.

KPRA Registration No.

Total Amount in monthly basis:

Total Amount on annual basis:

Sign:

Designation:

Stamp:

Lowest Determination Factor

(Total HR Cost on Monthly Basis including all applicable taxes + Management Cost on Monthly Basis including all applicable taxes)

Financial Proposal Form 3
BREAKDOWN OF COST – PER HOSPITAL

Description	Minimum Number of Personnel Per Hospital (As per Appendix 8)	Total Rate (PKR) per worker per month inclusive of all applicable taxes / insurance / contributions / etc.	Total Cost (in PKR) for 1 Month inclusive of all taxes and Insurance / contributions / etc.
MEPG Supervisor	A	B	$A*B=C$
MEPG Personnel (MEPGs)	D	E	$D*E=F$
MEPG Personnel (Sewer men)	G	H	$G*H=I$
Cost for providing MEPG Supplies / Equipment (Appendix-1)			M
Management Cost per hospital per month			N
Total Price for Package per month			$C+F+I+M+N$

Cost for providing MEPG Supplies / Equipment (M)			
S.No	Item Name	Brand Name	Unit Cost

*Number of MEPG Personnel & Supervisor may be increased or decreased as per requirement. However, the approved prices shall remain the same. The quantity mentioned in the **Appendix-8** will be used for evaluation purpose.*

Approach & Methodology

The Applicant shall explain his plan for performing the MEPG Services as per the terms of the references and overall scope of this document.

Roles & Responsibilities

Primary Responsibilities of the Firm

Applicant shall provide MEPG services as set forth in this document. The services contracted include, but are not limited to, the following:

1. Security Clearance of the staff provided to procuring agency will be the responsibility of Service Provider.
2. The service provider shall provide MEPG Services 24 Hours per day, for the contract period as per the requirement set out in the Service Specific Specifications and relevant to the delivery of desired MEPG services.
3. The firm must adhere to the prevailing labor laws including but not limited to Minimum wages. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract, forfeiture of Performance Guarantee and remaining invoices amounts may be distributed to MEPG Staff of the firm.
4. The firm must provide Uniform (vest, Covid-19 care essentials like gloves & masks and standard labor shoes), identification cards; personal protective equipment etc. to its entire staff deployed at the hospital and ensure proper maintenance of it. Further the staff would be required to be in clean uniform at all times.
5. The firm / company have to deploy Staff (HR) as per **Appendix-8** at beginning of the contract which may vary as per actual number of personnel requisitioned by Medical Superintendent as the contract progresses.
6. The contact details of every deployed staff member to be provided by the firm / company in first month of the contract execution.
7. Ensure 100% staff attendance, required as per contract.
8. Provide the supplies / MEPG equipment mentioned in **Appendix-1**. The successful Applicant shall have to make all this toolkit / equipment physically available in the office before starting the work and these should always remain in working condition during the period of contract.
9. The service provider will ensure that smoking-free environment rules in the office are respected. Violations will attract a fine as per Govt. instruction for each violation.

Responsibilities of the Procuring Agency/Hospital Administration

1. Facilitate the service provider in smooth provision of services.
2. Preventively performance monitoring of the service provider through a designated officer for every Building.
3. Timely payment of service provider invoices after generation of satisfactory monthly report.

4. Provide office space/ storage for equipment and miscellaneous items.

a. General Guidelines

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 without making Procuring Agency a party to it.
2. In case of any labour 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 staff and facility management staff shall be maintained.
4. Ensure that all staff assigned to the offices be adequately immunized against all types of communicable diseases and preventively monitored through health check-ups.
5. The services provider shall provide the names, address, age, Security Clearance Certificate and Medical Certificate of the MEPG Personnel deployed at the hospitals. **File of MEPG Personnel** will be maintained by Service Provider at every Hospital and a copy will be shared with the Hospital management.
6. The Procuring Agency reserves the right to direct the service provider for replacement of MEPG Personnel and the service provider shall be bound to do the same. Noncompliance may result in action against the Service Provider.
7. Procuring Agency reserves the rights to add or drop one or more health facilities from any package.
8. The service provider shall be liable to pay compensation for any loss and damage caused to the property of the Procuring Agency/Hospital or its staff by the Service Provider or its workers. The Service Provider can also partner with an insurance company that will pay to compensate for the damage on behalf on the Service Provider.
9. The Service Provider shall be entirely responsible for the conduct of its staff and in case of any complaint against any staff, Service Provider will be under obligation to take necessary action to replace any staff (under the clause of persona non grata) when instructed in writing by the Focal Officer appointed by the Procuring Agency. The Service Provider shall observe all the laws and will be responsible for any prosecution or liability rising from breach of labour laws. The Procuring Agency shall not be responsible for any such action with regard to staff on the rolls of the Service Provider whatsoever.
10. In such circumstances when the service provider is unable to provide the required services, the Procuring Agency has the right to withhold payment and procure the services of any other service provider for the same financial amount.

b. Force Majeure

1. 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. The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as 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.
3. 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.

c. Termination of the Agreement

- a. Without prejudice to any other available rights / remedies, the Procuring Agency shall have the right to terminate this agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this agreement by Service Provider.
- b. The performance of services by the Service Provider under this agreement shall remain under observation during the whole period of the agreement, in case the services are found unsatisfactory, below the specified standard or non-performance due to strike of the Service Provider staff / manpower, this contract shall be terminated by the Procuring Agency at any time with immediate effect.
- c. In such events e.g. non-performance due to strike or violation of contract, the Service Provider shall be BLACKLISTED as per the prevailing KPPRA rules and Performance Guarantee will be encashed or the toolkits/tools/equipment may be confiscated.
- d. Not with standing anything contained in this agreement, each party shall have the right to terminate this agreement upon **30 Days** written notice to the other party and upon written/ recorded reasons for the same.
- e. The Procuring Agency shall be entitled to terminate this agreement forthwith at any time upon serving notice in the event of misconduct either on the part of the Service Provider or its employees or non-performance of responsibilities and services by the Service Provider.
- f. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination.

d. Arbitration and Resolution of Disputes

1. The Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
3. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

e. Renewal of Contract

1. The contract between the Procuring Agency and the Service Provider can be extended further up to another term on the same terms & conditions or any other conditions as defined in Special Condition of the Contract.

Form of Contract

This contract (hereinafter called the “contract”) is made at Peshawar, the -----,

Between

Project Management IMPLEMENTATION UNIT (PMIU), **Revamping Non-Teaching DHQ Hospital KPK** Government of Khyber Pakhtunkhwa through its “**PROJECT DIRECTOR**” (Hereinafter Called the “**Procuring Agency**”)

And

Services having registered office at (ABC) through its “(XYZ)” (Hereinafter Called the “**Service Provider**”):

WHEREAS

- a) Project Management IMPLEMENTATION UNIT (PMIU), REVAMPING OF NON-TEACHING DHQ HOSPITALS invited the bids/tender for Procurement of MEPG Services for NON-TEACHING DHQ Hospitals of Khyber Pakhtunkhwa thereafter in which the Service Provider also participated and was declared as Lowest Evaluated Responsive Bidder.
- b) The service provider having represented to the Procuring Agency that they have the required professional skills and personnel and technical resources have agreed to provide the services on terms and conditions set forth in this Contract as defined in the General Conditions / Special Conditions of the Contract and the Scope of services (hereinafter called as “**Services**”)
- c) The Procuring Agency has received budget from the Government of the Khyber Pakhtunkhwa. It intends to apply a portion of the proceeds of this budget to eligible payments, if any, under the Contract. The procuring agency in response thereof after conducting need analysis has decided to procure the MEPG Services for an amount **PKR ******* /- (**In words**) (*The contract amount is not fixed cost, it shall be determined on As per Actual (APA) basis.*)

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
2. In consideration of the payments to be made by the Procuring Agency to the **Service Provider** as hereinafter hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
3. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

4. **The Service Provider** hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Khyber Pakhtunkhwa or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Khyber Pakhtunkhwa) through any corrupt business practice.
5. Without limiting the generality of the foregoing, **Service Provider** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Khyber Pakhtunkhwa, except that which has been expressly declared pursuant hereto.
6. **The Service Provider** certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Khyber Pakhtunkhwa and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
7. **The Service Provider** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Khyber Pakhtunkhwa under any law, Contract or other instrument, be void ab initio at the option of Government of the Khyber Pakhtunkhwa.
8. Notwithstanding any rights and remedies exercised by Government of the Khyber Pakhtunkhwa in this regard, **Service Provider** agrees to indemnify Government of the Khyber Pakhtunkhwa for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Khyber Pakhtunkhwa in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **Service Provider** as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Khyber Pakhtunkhwa.
9. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.
10. The Contract shall not constitute a partnership between the parties and that the **Service Provider** shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Khyber Pakhtunkhwa etc. or be considered as such included.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

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 Contract.
 - ✦ General Conditions of Contract;
 - ✦ Special Conditions of Contract;
 - ✦ Notification of Award / Advance Acceptance of Tender (AAT);
 - ✦ Scope of Services;
 - ✦ Appendices;
 - ✦ Request for Proposal;
 - ✦ any other Documents deem appropriate;
2. The mutual rights and obligations of the Procuring Agency 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 Procuring Agency 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.

Project Director,
Project Management IMPLEMENTATION UNIT (PMIU),
Primary & Secondary Healthcare Department,
Government of Khyber Pakhtunkhwa

Witnesses 1

Witnesses 1

(Service Provider)

Witnesses 1

Witnesses 2

Note: 1. In case of alliance; all the firms have to sign this document jointly along with Procuring Agency, as all firms will bear equal responsibility in execution of the contract.

Preface of Contract

1. The standard Contract form consists of four parts: The Form of Contract to be signed by the Service Provider and the Procuring Agency, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); the Scope of Service & Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not overwrite or otherwise contradict, the General Conditions.
3. Full requirements, terms and conditions of the agreement will be agreed during clarification with the technical responsive Service providers. The form and content of the negotiated contract are expected to conform closely to the draft Contract Agreement as included in these Proposal Documents. Service providers will be expected to address all of the aspects of the General Conditions of Concession Contract in their submissions

5 General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions

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

- a) The Arbitrator is the person appointed jointly by the Procuring agency and the Service provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) “Consideration Amount” means the procuring agency shall make payment to the Service Provider after deducting all applicable taxes in consideration of the services rendered to be performed by the Service Provider under the contract.
- c) “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;
- d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) “Dayworks” 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.
- f) “Procuring agency” means the party who employs the Service Provider
- g) “Foreign Currency” means any currency other than the currency of the country of the Procuring agency;
- h) “GCC” means these General Conditions of Contract;
- i) “Government” means the Government of the Khyber Pakhtunkhwa;
- j) “Local Currency” means Pak Rupee (PKR);
- k) “Mobilization Advance” means advance payment of three months in lieu of services to be provided in future after submission of bank guarantee duly valid till the clearance of the advance payment in subsequent invoices.
- l) “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 Special Conditions to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Procuring agency under this Contract;

- m) “Party” means the Procuring agency or the Service Provider, as the case may be, and
“Parties” means both of them;
- n) “Personnel” means persons hired by the Service Provider or by any Subservice provider as employees and assigned to the performance of the Services or any part thereof;
- o) “Payment in Advance” means procuring agency, on the request of service provider, shall make an advance payment at the closure of the financial year.
- p) “Service Provider” is a person or corporate body whose Proposal to provide the Services has been accepted by the Procuring agency;
- q) “Service Provider’s Proposal” means the completed Proposal document submitted by the Service Provider to the Procuring agency
- r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- s) “Specifications” means the specifications of the service included in the Proposal document submitted by the Service Provider to the Procuring agency
- t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Section C – Scope of services, Proposal document and attached Annexure
“SubService provider” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub Clauses.
- u) “Mobilization in advance” means advance payment of three months in lieu of services to pb provided in future after submission of bank guarantee duly valid till the clearance of the advance payment in subsequent invoices

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 Section C – Scope of services, 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 Procuring agency 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 Procuring agency 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, Sub Service providers, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law

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 or 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 Procuring agency 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 fifteen (15) days after the date 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**.

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 not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (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.

2.6 Termination

2.6.1 By the Procuring agency

The Procuring agency may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given 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 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 Procuring agency may have subsequently approved in writing;
- (b) Without prejudice to any other available rights / remedies, the Procuring Agency shall have the right to terminate this agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this agreement by Service Provider.
- (c) The performance of services by the Service Provider under this agreement shall remain under observation during the whole period of the agreement. in case the services are found unsatisfactory, below the specified standard or non-performance due to strike of the Service Provider staff / manpower, this contract shall be terminated by the Procuring Agency after evaluation / probe report of the incident, if the subject was at the behest of the company or its employees, the contract will be terminated upon service of a notice period i.e. 30 days.
- (d) The Procuring Agency shall be entitled to terminate this agreement forthwith at any time upon serving notice of one month in the event of misconduct either on the part of the Service Provider or its employees or non-performance of responsibilities and services by the Service Provider. The termination shall be without prejudice to the acquired rights and liabilities of either party prior to termination. (Read with previous clause)
- (e) 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 thirty (30) days; or
- (f) If, the Service Provider, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this sub-clause, the terms set forth constitute corrupt or fraudulent activity:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, service provider or Service provider 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 service providers (prior to or after proposal

submission) designed to establish proposal prices at artificial, noncompetitive 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.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Procuring agency, 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 Procuring agency fails to pay any monies due to the Service Provider within agreed timeline pursuant to this Contract, and not subject to dispute pursuant to Clause 7, the Service Provider shall issue first notice that such payment is overdue. After fortyfive (45) days of giving written first-notice, if the procuring agency still fails to pay, service provider shall issue second written notice. After fifteen days (15) of no response on second notice, service provider may give thirty (30) days termination notice; 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 sixty (60) days.

2.6.3 Suspension of Payment

If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Clause 6 the Service Provider may issue a notice as per sub-clause 2.6.2.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and Scope, 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 Procuring agency, and shall at all times support and safeguard the Procuring agency's legitimate interests in any dealings with Subservice providers 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 Sub Service providers, 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 Sub Service provider 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 Sub Service providers 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 Sub Service providers shall hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to service provider to perform any activity under this Contract;

(c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subservice providers, 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 Procuring agency's business or operations without the prior written consent of the Procuring agency.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any SubService providers to take out and maintain, at its (or the SubService providers', as the case may be) own cost but on terms and conditions approved by the Procuring agency, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring agency's request, shall provide evidence to the Procuring agency 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 Procuring agency's Prior Approval

The Service Provider shall obtain the Procuring agency'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 Scope ("Key Personnel"),
- (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 Procuring agency the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.

3.7 Documents Prepared by the Service Provider to be the Property of the PA

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 Procuring agency, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring agency, 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**.

3.9 Performance Guarantee

The Service Provider shall provide the Performance Guarantee to the Procuring agency no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a bank or surety acceptable to the Procuring agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 4 Months from 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 Scope of services.

4.2 Removal and/or Replacement of Personnel

- (a) If the Procuring agency 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 Procuring agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring agency.
- (b) 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 Procuring Agency

5.1 Assistance and Exemptions

The Procuring agency 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 be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall 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 Procuring agency shall make available to the Service Provider the Services and Facilities listed under Section – C, Scope of Services. Provision of site free from all encumbrances for construction activity shall be the responsibility of the Procuring Agency, failure to provide a clear-site is a compensation event

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 SubService providers' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Section C and scope of services of Proposal document. 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) is set **forth in SCC.**
- (b) The price payable in foreign currency is set **forth in the SCC.**

6.3 Payment for Additional Services

6.3.1 For the purpose of determining the price for additional Services as may be agreed under Sub-Clause 2.4.

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring agency shall be as **indicated in the SCC and scope of services.** The Procuring agency 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 Procuring agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring agency considers may have a Defect. The building defects liability period is 4 months, starting from date mentioned on "Completion Certificate".

7.2 Correction of Deficiencies, and Non-Performance Penalty

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

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 Procuring agency 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 Arbitrator within 14 days of the notification of disagreement of one party to the other.

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

8.2.3 Should the Arbitrator resign or die, or should the Procuring agency and the Service Provider agree that the Arbitrator is not functioning in accordance with the provisions of the Contract, a new Arbitrator will be jointly appointed by the Procuring agency and the Service Provider

6 SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Adjudicator is: Secretary Health KPK
1.1(b)	“Consideration Amount” means the procuring agency shall make payment to the Service Provider after deducting all applicable taxes in consideration of the services rendered to be performed by the Service Provider under the contract.
1.1(c)	The contract name is: <u>PROVISION OF MEPG SERVICES IN 33 NON-TEACHING DHQ HOSPITALS IN KHYBER PAKHTUNKHWA</u>
1.1(f)	The Procuring Agency is: Project Management Implementation Unit, Revamping of Non-Teaching DHQ Hospitals Healthcare Department, Government of Khyber Pakhtunkhwa
1.1(p)	The Service Provider is>..... having registered office at ----- -----, Peshawar through its “-----”
1.2	The Applicable Law is: <u>Laws of Islamic Republic of Pakistan</u>
1.3	The language is: <u>English</u>
1.4	The addresses Procuring agency:
	Project Management IMPLEMENTATION UNIT , Revamping of Non Government of Khyber Pakhtunkhwa HRD Building, Khyber road, Peshawar, Attention: Project Director, PMIU Tel: Service Provider: M/s **** Attention: CNIC: Tel: Email:
1.6	The Authorized Representatives are: For the Procuring agency: Project Director, PMIU For the Service Provider:
2.1	The Contract shall come into force with effect from the date on which both parties have signed the contract i.e. <u>*****</u>

2.2.2	Service Provider shall commence the services within Fifteen (15) days from the award of the contract.
2.3	<p>The Intended period of Completion for the contract is one year from the signing of the contract.</p> <p>The contract will only be extended if afresh procurement to enter into a contract cannot be concluded in time or under dire circumstances or emergency need. The contract extension will not be an exclusive right but can be extended further up to other term / terms on the same terms & conditions. The renewal shall be based on the following (not limited to) conditions.</p> <ol style="list-style-type: none"> 1. Mutual consent of both parties. 2. Performance review of the service provider dully signed by Medical Superintendent of Hospitals and Operations Wing, PMIU. 3. Approval of Competent Authority. 4. Renewal of the Performance Guarantee by the Service Provider.
3.1	<p>The Service Provider shall manage the payment distribution cycle of its staff for a period of 3 months. Service provider will ensure the disbursement of salaries to its staff within 10 days of each month.</p> <p>*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. Partial Payment will not be considered paid.</p>
3.2	<p>“Mobilization in advance” is an average cost of 3 months of all hospital in respective package which shall be payable by the virtue of Bank Guarantee of equivalent amount in favor of Project Director. During the contract tenure such occurrence will be given once only at the time of signing of the contract for mobilization of the contract. However, under no circumstances, that amount is payable in absence of Bank guaranteed.</p>
3.3	<p>“Payment in advance” is an average cost of 3 months of all hospitals in respective package which shall be payable by the virtue of Bank Guarantee of equivalent amount in favor of Project Director. During the contract tenure such occurrence will be given once only at the end of closure of financial year which shall be calculated as under</p> <p>Payment in advance = (Average cost of all Hospital in one package) x 3</p> <p>However, under no circumstances, that amount is payable in absence of bank guaranteed.</p>

7 SCOPE OF SERVICES

Background

The Revamping of Non-Teaching DHQ Hospitals Health Department is the key department entrusted by the people of Khyber Pakhtunkhwa with responsibility to provide healthcare services to the

RFP for Provision of MEPG Services for DHQ Hospitals of the Khyber Pakhtunkhwa (PMIU, RNT, DHQ Hospital KPK). population. The Revamping of Non-Teaching DHQ Hospitals Health Department delivers primitive, preventive and curative healthcare services from the Primary to the Secondary Healthcare level.

In 2016, the Government of the Khyber Pakhtunkhwa launched a landmark initiative to revamp secondary healthcare facilities across the province including 33 District Headquarter (NON-TEACHING DHQ). The agenda of the above initiatives was based on 6 key reform areas. Outsourcing of clinical and non-clinical services in Secondary Healthcare Establishments was one of these 6 reform areas. There are certain non-clinical facilities in the NON-TEACHING DHQ and Hospitals for which Project Management IMPLEMENTATION UNIT (PMIU) devised a comprehensive, workable and benefiting pay for performance model.

The MEPG Services was one of the pivotal non-clinical services which was initiated by the Primary & Secondary Healthcare Department.

Contextual Information

The District Head Quarters (NON-TEACHING DHQ) Hospitals are located at District headquarters level and serve a population of 1 to 3 million, depending upon the category of the hospital. The NON-TEACHING DHQ hospital provides primitive, preventive and curative care, advance diagnostics, inpatient services, advance specialist and referral services.

NON-TEACHING DHQs provides referral care to the patients including those referred by the Basic Health IMPLEMENTATION UNITS, Rural Health Centers, Tehsil Head Quarter hospitals along with Lady Health Workers and other Revamping of Non-Teaching DHQ Hospitals care facilities.

Scope of Services

Project Management IMPLEMENTATION UNIT (PMIU), Primary & Secondary Healthcare Department (P&SHD) requires firms to provide MEPG Services for **24 Hours a day (365 days/ 7 days a week including Sunday & Holidays)** in the entrusted NON-TEACHING DHQ / Hospital as mentioned in this document. The firm will be required to provide supplies and equipment as mentioned in the **Appendix 1**.

Approach & Methodology

The Applicant shall explain his plan for performing the MEPG Services as per the terms of the references and overall scope of this document.

Roles & Responsibilities

Primary Responsibilities of the Firm

Bidder shall provide operation and management of MEPG services, MEPG personnel, patrol and related services as set forth in this document. The services contracted include, but are not limited to, the following:

1. Security Clearance of the staff provided to procuring agency will be the responsibility of Service Provider.
2. The service provider shall provide MEPG Services 24 Hours per day, for the contract period as per the requirement set out in the Service Specific Specifications and relevant to the delivery of desired MEPG services.
3. The firm must abide by the prevailing labour and Security 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 personnel, the failure of which can lead to the Termination of the Contract, forfeiture of Performance

Guarantee / Security and remaining invoices amounts may be distributed to MEPG Staff of the firm.

4. The firm must provide Uniform (vest, Covid-19 care essentials like gloves & masks and standard labor shoes), identification cards; personal protective equipment etc. to its entire staff deployed at the hospital and ensure proper maintenance of it.
Further the staff would be required to be in clean uniform at all times.
5. The contact details of every Supervisor to be provided by the firm / company.
6. Ensure 85% staff attendance, required as per contract with client wing.
7. The service provider will ensure that the no smoking environment rules in hospital are respected. Violations will attract a fine as per Govt. instruction for each violation.
8. The firm shall be required to maintain rules & regulations of SECP.
9. The firm shall be required to follow all ISO Standards and implement the same in NON-TEACHING DHQ / Hospitals to the best of their capabilities.
10. The Supervisors shall be employed by the service provider as per requirements of the Procuring Agency. These supervisors are to perform the following roles:
11. The Service Provider shall install its own (Operated, Installed & Maintained by Service Provider) Bio-Metric Machine under the supervision of Hospital Administration having the dual Biometric Measurements: Face & Fingerprint. The record of the same will be verified by the Hospital Administration of daily basis and same will be shared to client wing.
12. The service provider shall be liable to pay compensation for any loss and damage caused to the property of the Hospital / Procuring Agency or its staff by the Service Provider or its workers after inquiry into the incident. The Service Provider can also partner with an insurance company that will pay to compensate for the damage on behalf on the Service Provider but with the prior approval of Procuring Agency.
13. The Service Provider shall be entirely responsible for the conduct of its staff and in case of any complaint against any staff, Service Provider will be under obligation to take necessary action to replace any staff (under the clause of persona non grata) when instructed in writing by the Focal Officer appointed by the client. The Service Provider shall observe all the laws and will responsible for any prosecution or liability rising from breach of labour laws. The

RFP for Provision of MEPG Services for DHQ Hospitals of the Khyber Pakhtunkhwa (PMIU, RNT, DHQ Hospital KPK).
Client shall not be responsible for any such action with regard to staff on the roles of the Service Provider whatsoever.

14. In such circumstances when the service provider is unable to provide the required services, the client has the right to withhold payment and procure the services of any other service provider for the same financial amount or make any other arrangement imperative to address the severity of the situation.

Responsibilities of the Client

1. Facilitate the service provider in smooth provision of services.
2. Periodical performance monitoring of the service provider through a designated officer for every Building.
3. Timely payment of service provider invoices after the submission of monthly invoice with all the required documents to the Procuring Agency which shall be complete in all respect.
4. Provide adequate office space/ storage for equipment and miscellaneous items of the Service Provider.

General Guidelines

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 without making Procuring Agency a party to it.
2. In case of any labour 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 staff and facility management staff i.e. Hospital Staff shall be maintained.
4. Ensure that all staff assigned to the hospitals be adequately immunized against all types of communicable diseases and periodically monitored through health checkups which may be arranged by the concerned Hospital.
5. The services provider shall provide the names, address, age, Security Clearance Certificate and Medical Certificate of the MEPG Personnel deployed at the hospitals. File of MEPG Personnel will be maintained by Service Provider at every Hospital and a copy will be shared with the Hospital management.

6. The Procuring Agency reserves the right to direct the service provider for replacement of MEPG Personnel and the service provider shall be bound to do the same. Non-compliance may result in Implementation punitive action against the Service Provider.

Operations Responsibilities

1. The service provider shall provide MEPG services 24 hours per day, 365 days per year as per the requirements set out in the Service Specific Specifications, specified later in this scope section, relevant to the delivery of desired MEPG services. It must be noted that MEPG Services must not be compromised / interrupted in case of any extraordinary situation / epidemic or any other special circumstances.
2. All staff will be enrolled on the bio-metric devices installed at the hospital. Service provider shall ensure that its staff uses these devices for attendance marking. Their attendance will be monitored duly by the hospital administration through the biometric devices. The number of staff specified in this Contract includes relievers.
3. Service provider shall provide supplies / Equipment as mentioned in **Appendix 1** in the required quantity to the hospital administration by 25th of every month for use in the next month. The hospital administration may vary the required quantities in view of the available stock and future requirements, however prior approval from Project Management IMPLEMENTATION UNIT must be sought for increase in quantity beyond the specified limits. The payments shall be made only for the quantities ordered/supplied, as per the approved quality of the sample / specifications. This equipment / Supplies will be considered property of the client after expiration of contract. The hospital administration shall issue the items to the person designated by the Service Provider on daily basis, for use in the hospital. Service provider must ensure 24/7 availability of these supplies at each station and unavailability of these supplies will result in imposition of penalties.

The given number of workers, supplies and equipment may vary on the requirements of the Client on need basis as and when required.

4. The service provider will perform MEPG duties in both the covered and uncovered areas including lawns, open spaces, walkways, roads, roofs and up till the boundary wall of the hospital. Up to two dedicated MEPG Personnel / Gardner must be deputed to look after the horticultural aspects of the Hospitals. However, MEPG of residential areas of the hospitals is not in scope of services of service provider.
5. The service provider shall provide two uniform-kits and one pair of shoes every six months, identification cards (ID), Personal Protective Equipment (PPE) etc., to its entire staff deployed at the hospitals free of cost and ensure proper maintenance of it. Each uniform set will comprise of Trousers • Shirt • Socks • Shoes • disposable Face masks, disposable head caps and disposable gloves and PPEs etc. Supervisors shall ensure that disposable items in the kit are made available to the workers regularly. Service Provider will be required to provide the samples of uniform to procuring agency and procuring agency will approve the uniforms.

6. Ensure 85% staff attendance as per contract.
7. By 15th of each month, admin officer will issue request of supplies for next month (according to the requirements of hospital) and the same shall be provided by service provider maximum by 25th of the same month. Request will be issued by hospital administration as per required basis. Inventory should be managed by the service provider's supervisor and administration officer of the hospital. Service provider shall also submit one sample of supplies to hospital and one to procuring agency for the duration of contract.
8. Monthly supplies must be handed over to admin officer in each hospital and the service provider must take receiving after handing over the supplies.
9. Admin officer of the hospital or his representative will provide the daily inventory to the in charge of the MEPG firm for use, after appropriate defacing and entry in the distribution register and the same shall be signed by both Hospital Administration and representative of Service Provider.
10. Quantities of supplies can be increased or decreased on the requirements of the client. Service provider will only provide supplies if it is requested by hospital administration and payment shall only be made of those supplies that are requested and received upon verification of the record.
11. Supervisors shall be employed by the service provider for 24 hours in each hospital.
12. The services provider shall provide the names, address, age and a fresh medical certificate of the workers to be deployed at the Hospital well in advance.
13. The agreed number of workers, utilities and equipment as mentioned in the annexures shall be provided within 15 days after signing of this contract or issuance of work order whichever is earlier.
14. The Service Firm shall be bound to engage and include, after due diligence, the workers, utilities and equipment which are recommended by the Client.
15. The Service Firm shall ensure that female sanitary staff is hired for female and children wards/departments and female's washrooms.
16. During the term of this Agreement, the Contractor shall be bound to provide and pay for insurance of sanitary workers and supervisors; proof of insurance payment will be shared with the client every month alongwith invoice and also proof of salary disbursement.
17. The Service Firm shall be bound to provide MEPG services at the Hospital for 24 hours a day and 365 days a year for all non-residential areas. Firm will make arrangements for providing its services during holidays also.
18. All workers shall be entitled to leave according to labor laws after due approval / authorization of their supervisor and service provider will be bound to provide alternate worker.
19. The Contractor shall be bound to provide trainings, as deemed necessary by the client, to its sanitary staff for cleanliness of hospital.

20. Any leave by any worker violating the SOPs notified by the Procuring agency shall also constitute as breach of the contractual provision.
21. The service provider will provide 10 wet floor signage for NON-TEACHING DHQ Hospital and 5 wet floor signage for Hospital however the number can be increased.
22. Daily duty hours of every worker shall be 8 hours for morning, evening and night shift respectively. Provided that if any worker is arriving late, up to fifteen minutes and leaving early up to fifteen minutes, shall not be considered as deductible and early and late working, up to fifteen minutes, shall not be considered as chargeable / deductible.
23. Verification of the particulars, reference check and criminal record check, of the workers, shall be the responsibility of the Service Firm.
24. The Service Provider shall be fully responsible for safekeeping all the bathroom fittings and fixtures throughout the contract period. The current state of each bathroom will be recorded at the time of handing over and signed off by both parties to be maintained at that level at all times.
25. Service Provider shall pay its personnel not less than the minimum wage as per labor laws of Pakistan and other benefits mandated by the law. The Contractor shall comply with the laws governing labor standards and employee's compensation.
26. Service provider shall be bound to pay its staff before 10th of each month and salaries shall not be linked to any other payment which contractor is entitled to receive from the client.
27. Service provider will distribute salary to its personnel in presence of respective admin officer of the hospital and the proof of the same will be furnished with Monthly Invoice.
28. Service Provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations of the hospital.
29. Service Provider shall immediately upon receipt of request replace any service personnel who may be considered undesirable and incompetent by the procuring agency / hospital administration.
30. Service Provider will be responsible to provide quality human resource with demonstrable experience in each hospital as per Qualification & Experience of human resource in first month.
31. The Human Resource (HR) as mentioned in this Contract may increase or decrease subject to below mentioned conditions:
 - a. Request Letter from Service Provider.
 - b. Justification Letter (Proportion of HR w.r.t. Area i.e. covered area) for increase in HR from Medical Superintendent to Director Operations PMIU.
 - c. Approval of Competent Authority.
 - d. Renewal / submission of additional Performance Guarantee / Security by the Service Provider.
32. After joining the requisite staff will be on probation of seven (7) days, who upon issuance of a satisfactory letter from Medical Superintendent (MS) may continue his/her services for a period as per contract

RFP for Provision of MEPG Services for DHQ Hospitals of the Khyber Pakhtunkhwa (PMIU, RNT, DHQ Hospital KPK). agreement. However, MS of the concerned hospital should issue a satisfactory performance certificate for each such staff. It will also be the responsibility of Medical Superintendent that after the issuance of satisfaction letter all such staff should be on biometric at once.

- a.** If Medical Superintendent want to surrender any extra staff he may do so by giving 15 days' notice to the Service Provider under intimation to the Project Management IMPLEMENTATION UNIT.
- b.** However, if MS require any such staff as per the contract agreement, he may demand the same by following below mentioned mechanism for deployment of any such staff;
- c.** A requisition for deployment of staff for each particular month will be placed by the Medical Superintendent of the concerned hospital before the Project Director, PMIU at least 15 days before the starting of a particular month. If no request will be generated by the Medical Superintendent, it will be understood that the staff of previous month will continue to perform his/her services accordingly.
- d.** Within 2 days of receipt of requisition from Medical Superintendent, PMIU will subsequently inform the Service Provider for deployment of requested staff accordingly.
- e.** Within 7 days of receipt of letter from PMIU, Service Provider should submit the detail of duly certified human resource to the concerned hospital administration under intimation to PMIU.
- f.** Within 2 days of receipt of information of human resource from the Service Provider, hospital administration will issue a letter of approval or letter of rejection to the Service Provider under intimation to PMIU.
- g.** Upon receipt of letter of approval from hospital administration, Service Provider will deploy the requisite human resource who should join his/her station within the due date in accordance with the Medical Superintendent, requisition letter.
- h.** It will be the responsibility of the Medical Superintendent to provide daily attendance sheet to the Supervisor of the Service Provider and a scanned copy of the invoice to the service provider after processing the invoice completely. However, IT officer will be responsible for the printing and submission of daily attendance report to the concerned Admin

MEPG Schedule

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 MEPG frequencies as mentioned below under the MEPG schedule:

Category	Status	Functional Areas included
1	High Risk	Emergency – Surgical and Medical
		Isolation Rooms
		Dialysis Implementation Unit
		Operation Theater
		Labor Rooms
		Wards
		Laboratories, including Pathology
2	Moderate Risk	Pharmacy – OPD & Emergency
		Mortuary
		Radiology
		OPD (treatment rooms & clinical consultation room)
		Patient washrooms
		Corridors
		Waiting Areas
		Stairs / Ramps
		Administrative areas
3	Low Risk	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 adequate frequency of MEPG against each element's Service Standards and Requirements mentioned in performance specifications
- Apart from the MEPG schedule mentioned above, MEPG services should be provided by the service provider as and when needed or as directed by the Hospital authorities from time to time.

Daily Monitoring

The service provider's performance will be monitored on a daily basis by the assigned Focal Person. 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 MEPG 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 fixtures. After every visit an overall percentage score will be calculated for each risk

RFP for Provision of MEPG Services for DHQ Hospitals of the Khyber Pakhtunkhwa (PMIU, RNT, DHQ Hospital KPK). 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 IMPLEMENTATION 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. 2,000
Moderate Risk Area	Rs. 1,000
Low Risk Area	Rs. 500

Non-Financial Penalties

After a month of score below 80%, the monthly score is not restored to 80% the following month, IMPLEMENTATION punitive action may be taken against the service provider including financial penalties, suspension or cancellation of the contract.

The Qualification & Experience of MEPG Personnel are as follow:

Sr.	Manpower Description	Qualification & Experience
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8 FINES & PENALTIES

Sr.	Summary of Penalties	Penalties in PKR
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1.	Attendance less than 85% (Absent / Vacant / Not Deployed) * It should be the responsibility of Service Provider to maintain 85% attendance (each day) of HR as mentioned in the Contract. In case any of service provider's personnel(s) as mentioned under the contract is (are) absent / Vacant / Not-deployed (for every missing personnel that was required to stay on duty for that particular day) a penalty equal to 500 plus The amount of daily wage (which will be calculated on the basis of 30 days per month) shall be deducted from the service provider's Monthly Invoice. i.e., Penalty= 500 plus Every MEPG Personnel are allowed 4 holidays per month.	500 plus The amount of daily wage. (Amount of daily wage rate will be calculated on the basis of 30 days per month)
2.	Service Provider Fails to enrol 100% HR.	2000 per month plus Monthly Wage Rate per Personnel.
3.	Missing Personnel (Absent / Vacant / Not Deployed) during public/local holidays or any other special occasions.	500 plus Penalties in Sr. # 1.
4.	Staff is found without uniform. Supervisor will wear distinctive vest.	Rs. 200.00 will be charged for each such staff for that particular day.
5.	In case any of service provider's personnel deployed under this work order is not present at his assigned place (arrive late or leave early) during inspection.	Penalty of Rs. 200/- per vacant point per shift will be imposed.
6.	If any worker (after worked for complete month) not get paid minimum wage as per Labour Laws.	Rs. 5,000 / staff shall be imposed for that particular month.
7.	MEPG Equipment	200 per day
8.	If SP is found involved in any misuse / pilferage / anomaly of MEPG Supplies.	5000 + Market price of that item
9.	In case of any consumables item are found missing from any required designated place issued by the client.	After giving one warning in writing. 200 per place.
10.	Non-Provision of Supplies within stipulated Time (25 th of previous month plus five days as a grace period)	1000 per day
11.	Any public complaint like misbehave, theft, financial benefits.	2000 per incident and respective staff must be replaced immediately.
12.	MEPG Service provider will ensure the disbursement of salaries within 10 days of each month. *The service provider will be responsible for paying his employees in the institution in the first 10 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. Partial Payment will not be considered paid.	100 per staff per day (up to maximum of 7 days). 200 per staff per day (for next seven days). 300 per Staff per day (till the resolution of the matter).

13.	If the staff turnover for any particular month is greater than 30%	20,000 per month.
14.	Service provider will be required to deploy able bodied personnel not below the age of 18 having valid CNIC.	15,000 per worker per month
15.	Any protest or strike observed by the staff / MEPGs etc. will be considered a breach of contract.	25,000 per incident and will be doubled every next 24 hours. (Rs. 25,000 for first 24 hours, Rs. 50,000 for 24 – 48 hours and so on).
16.	If Service Provider fails to maintain the situation of cleanliness as described in Daily Monitoring section.	a)Rs. 2,000 for High-Risk Area b)Rs. 1,000 for Moderate Risk Area c)Rs. 500 for Low-Risk Area
17.	In case any (Public / General) complaint is received attributable to misconduct / misbehaviour of service provider's personnel & is assessed as true by hospital administration, (depending on the severity of the incidence) for each such incident shall be levied and the same shall be deducted from service provider's bill. The service provider must require to surrender the accused personnel up till the charge will be proven or otherwise.	Rs 10,000/- for High Level Rs 5,000/- for Moderate Level Rs 3,000/- for Low Level
18.	If the service provider scores less than 85% in the monthly score. (Service providers will be expected to maintain an average minimum score of 85% as well as 85% in each respective category at all times.)	Rs. 25,000 per month (for 1st month). If this continues for another month, the second month's fine will be doubled to Rs. 50,000 and then doubled again to Rs. 100,000. If the score remains below 85% in the third consecutive month, then procuring agency may terminate the contract by serving a one month termination notice to the service provider.
19.	Over Invoice / Extra Amount Claimed by the Service Provider.	Double the amount exceeded in the invoice.
20.	Performance Penalty by Procuring Agency.	The Procuring Agency is entitled to carryout surprise visit of the premises and can impose justified penalties (minimum 20,000) considering the extent of nonconformance on site.

Important Points:

- a) If the strike continues for more than 5 days, the process for termination of contract and forfeiture of Performance guarantee may be initiated after the generation of an official report by the hospital administration.

- b) In case damage occurs due to gross negligence or unsatisfactory performance of the service provider, the procuring agency reserves the right to withhold Performance Guarantee or recover the damages, occurred to the equipment / infrastructure of the Hospital due to such negligence, from the invoice of service provider or do both.
- c) Penalty should be charged in case the contractor fails to enrol 100% HR on any day as agreed in the contract. For example, if 100 personnel are agreed then there must be 100 person enrolled on each day. If on any day the enrolled personnel are supposed to be 99 then penalty should be charged for missing 1 personnel.
- d) The amount of the penalty will be imposed / approved / recommended by Administrative Head of the Institution.

Note: The administration and service provider shall create a Whatsapp Group to address the operational issues and complaint management for immediate response. However, official correspondence shall be made as per Govt. norms. The respective hospital will share the details of the performance penalties from time to time to the Service Provider.

Appendix 1 – MEPG Supplies / Equipment

Supplies (Inclusive of all the Taxes, Delivery Charges, etc.) Requirement NON-TEACHING DHQ/ Wise:

Note: The bidder shall quote rates for the same, however the purchase of these items shall be at sole discretion of PMIU, whether to purchase from service provider or make purchases from own dedicated procurement process.

MEPG equipment/Services required		
Code	Description	Part
1	Cabinet AC (2 Ton)	Gas Refilling
2	Cabinet AC (2 Ton)	Compressor Repair
3	Cabinet AC (2 Ton)	Compressor Replacement
4	Cabinet AC (4 Ton)	Gas Refilling
5	Cabinet AC (4 Ton)	Compressor Repair
6	Cabinet AC (4 Ton)	Compressor Replacement
7	Split AC (1 Ton)	Gas Refilling
8	Split AC (1 Ton)	Compressor Repair
9	Split AC (1 Ton)	Compressor Replacement
10	Split AC (1.5 Ton)	Gas Refilling
11	Split AC (1.5 Ton)	Compressor Repair
12	Split AC (1.5 Ton)	Compressor Replacement
13	Split AC (2 Ton)	Gas Refilling
14	Split AC (2 Ton)	Compressor Repair
15	Split AC (2 Ton)	Compressor Replacement
16	Refrigerating Appliance (14 CFT - SD)	Compressor Repair
17	Refrigerating Appliance (14 CFT - SD)	Compressor Replacement
18	Refrigerating Appliance (14 CFT - SD)	Gas Refilling
19	Refrigerating Appliance (14 CFT - SD)	Stabilizer
20	Refrigerating Appliance (16 CFT - DD)	Compressor Repair
21	Refrigerating Appliance (16 CFT - DD)	Compressor Replacement
22	Refrigerating Appliance (16 CFT - DD)	Gas Refilling
23	Refrigerating Appliance (16 CFT - DD)	Stabilizer
24	Refrigerating Appliance (18 CFT - SD)	Compressor Repair
25	Refrigerating Appliance (18 CFT - SD)	Compressor Replacement
26	Refrigerating Appliance (18 CFT - SD)	Gas Refilling
27	Refrigerating Appliance (18 CFT - SD)	Stabilizer
28	Refrigerating Appliance (18 CFT - DD)	Compressor Repair
29	Refrigerating Appliance (18 CFT - DD)	Compressor Replacement
30	Refrigerating Appliance (18 CFT - DD)	Gas Refilling
31	Refrigerating Appliance (18 CFT - DD)	Stabilizer
32	UPS (100 AMP)	Battery
33	UPS (100 AMP)	Mother Board
34	UPS (>100 to 150 AMP)	Battery
35	UPS (>100 to 150 AMP)	Mother Board
36	UPS (>150 to 180 AMP)	Battery
37	UPS (>150 to 180 AMP)	Mother Board
38	UPS (>180 to 240 AMP)	Battery
39	UPS (>180 to 240 AMP)	Mother Board
40	Electric Water Cooler	Filter
41	Electric Water Cooler	Compressor Repair
42	Electric Water Cooler	Compressor Replacement

43	Electric Water Cooler	Gas Refilling
44	Water Geysers	Thermostat / Element
45	Water Geysers	Funnel
46	Electric Water Pump (Three Phase >10 to 30 Horsepower)	Safety Breaker
47	Electric Water Pump (Three Phase >10 to 30 Horsepower)	Magnetic Connector
48	Electric Water Pump (Three Phase >30 to 120 Horsepower)	Safety Breaker
49	Electric Water Pump (Three Phase >30 to 120 Horsepower)	Magnetic Connector
50	Motor Rewinding	Industrial Exhaust Fan
51	Motor Rewinding	Bracket/ Ceiling Fan
52	Generator Prev Maint >200 KVA	Fuel Filter
53	Generator Prev Maint >200 KVA	Water Filter
54	Generator Prev Maint >200 KVA	Air Filter
55	Generator Prev Maint >200 KVA	Engine Oil
56	Generator Prev Maint >200 KVA	Electronic Relays
57	Generator Prev Maint >200 KVA	Electric Fuses
58	Generator Prev Maint >200 KVA	Control Wires
59	Generator Prev Maint >200 KVA	Oil Filter
60	Generator Prev Maint >200 KVA	Self Starter
61	Generator Prev Maint >200 KVA	Fan/Alternator Belt
62	Generator Prev Maint >200 KVA	Software calibration
63	Generator Prev Maint 100 - 200 KVA	Fuel Filter
64	Generator Prev Maint 100 - 200 KVA	Water Filter
65	Generator Prev Maint 100 - 200 KVA	Air Filter
66	Generator Prev Maint 100 - 200 KVA	Engine Oil
67	Generator Prev Maint 100 - 200 KVA	Electronic Relays
68	Generator Prev Maint 100 - 200 KVA	Electric Fuses
69	Generator Prev Maint 100 - 200 KVA	Control Wires
70	Generator Prev Maint 100 - 200 KVA	Oil Filter
71	Generator Prev Maint 100 - 200 KVA	Self Starter
72	Generator Prev Maint 100 - 200 KVA	Fan/Alternator Belt
73	Generator Prev Maint 100 - 200 KVA	Software calibration
74	Generator Prev Maint < 100 KVA	Fuel Filter
75	Generator Prev Maint < 100 KVA	Water Filter
76	Generator Prev Maint < 100 KVA	Air Filter
77	Generator Prev Maint < 100 KVA	Engine Oil
78	Generator Prev Maint < 100 KVA	Electronic Relays
79	Generator Prev Maint < 100 KVA	Electric Fuses
80	Generator Prev Maint < 100 KVA	Control Wires
81	Generator Prev Maint < 100 KVA	Oil Filter
82	Generator Prev Maint < 100 KVA	Self Starter
83	Generator Prev Maint < 100 KVA	Fan/Alternator Belt
84	Generator Prev Maint < 100 KVA	Software calibration

85	Generator Repair - >200 KVA	Radiator
86	Generator Repair - >200 KVA	Fuel Pump
87	Generator Repair - >200 KVA	Fuel Injectors/ Nozzles
88	Generator Repair - >200 KVA	Crank Shaft
89	Generator Repair - >200 KVA	Electronic Oil Pump
90	Generator Repair - >200 KVA	Camshaft
91	Generator Repair - >200 KVA	Valves
92	Generator Repair - >200 KVA	Fresh Air Inlet
93	Generator Repair - >200 KVA	Exhaust Outlet
94	Generator Repair - >200 KVA	Hose Pipe
95	Generator Repair - >200 KVA	Thermostat
96	Generator Repair - >200 KVA	Water pump
97	Generator Repair - >200 KVA	Ring piston
98	Generator Repair - >200 KVA	Head
99	Generator Repair - >200 KVA	Head Gasket
100	Generator Repair - >200 KVA	Engine Block
101	Generator Repair - >200 KVA	Engine Hosing
102	Generator Repair - >200 KVA	Bearing sets
103	Generator Repair - >200 KVA	Brackets
104	Generator Repair - >200 KVA	Cambush
105	Generator Repair - >200 KVA	Flywheel
106	Generator Repair - >200 KVA	Dynamo Parts
107	Generator Repair - >200 KVA	Bushings
108	Generator Repair - >200 KVA	Bearing sets
109	Generator Repair - >200 KVA	Armature
110	Generator Repair - >200 KVA	Field Coil/Winding
111	Generator Repair - >200 KVA	C.E Brackets
112	Generator Repair - >200 KVA	D.E Brackets
113	Generator Repair - >200 KVA	Altornator Diode Kit
114	Generator Repair - >200 KVA	Regulators
115	Generator Repair - >200 KVA	Stator, Rotor & Exiter plus winding
116	Generator Repair - >200 KVA	Voltage Regulator
117	Generator Repair - >200 KVA	Bridge Rectifier
118	Generator Repair - >200 KVA	Coupler
119	Generator Repair - >200 KVA	Main Line Circuit Breaker/Sub-Breaker
120	Generator Repair - >200 KVA	Computer Card/Electronic Module/Control Panel
121	Generator Repair - >200 KVA	Battery Charger
122	Generator Repair - >200 KVA	Batteries
123	Generator Repair - >200 KVA	Control Wires
124	Generator Repair - 100 - 200 KVA	Radiator
125	Generator Repair - 100 - 200 KVA	Fuel Pump
126	Generator Repair - 100 - 200 KVA	Fuel Injectors/ Nozzles
127	Generator Repair - 100 - 200 KVA	Crank Shaft
128	Generator Repair - 100 - 200 KVA	Electronic Oil Pump

129	Generator Repair - 100 - 200 KVA	Camshaft
130	Generator Repair - 100 - 200 KVA	Valves
131	Generator Repair - 100 - 200 KVA	Fresh Air Inlet
132	Generator Repair - 100 - 200 KVA	Exhaust Outlet
133	Generator Repair - 100 - 200 KVA	Hose Pipe
134	Generator Repair - 100 - 200 KVA	Thermostat
135	Generator Repair - 100 - 200 KVA	Water pump
136	Generator Repair - 100 - 200 KVA	Ring piston
137	Generator Repair - 100 - 200 KVA	Head
138	Generator Repair - 100 - 200 KVA	Head Gasket
139	Generator Repair - 100 - 200 KVA	Engine Block
140	Generator Repair - 100 - 200 KVA	Engine Hosing
141	Generator Repair - 100 - 200 KVA	Bearing sets
142	Generator Repair - 100 - 200 KVA	Brackets
143	Generator Repair - 100 - 200 KVA	Cambush
144	Generator Repair - 100 - 200 KVA	Flywheel
145	Generator Repair - 100 - 200 KVA	Dynamo Parts
146	Generator Repair - 100 - 200 KVA	Bushings
147	Generator Repair - 100 - 200 KVA	Bearing sets
148	Generator Repair - 100 - 200 KVA	Armature
149	Generator Repair - 100 - 200 KVA	Field Coil/Winding
150	Generator Repair - 100 - 200 KVA	C.E Brackets
151	Generator Repair - 100 - 200 KVA	D.E Brackets
152	Generator Repair - 100 - 200 KVA	Altornator Diode Kit
153	Generator Repair - 100 - 200 KVA	Regulators
154	Generator Repair - 100 - 200 KVA	Stator, Rotor & Exiter plus winding
155	Generator Repair - 100 - 200 KVA	Voltage Regulator
156	Generator Repair - 100 - 200 KVA	Bridge Rectifier
157	Generator Repair - 100 - 200 KVA	Coupler
158	Generator Repair - 100 - 200 KVA	Main Line Circuit Breaker/Sub-Breaker
159	Generator Repair - 100 - 200 KVA	Computer Card/Electronic Module/Control Panel
160	Generator Repair - 100 - 200 KVA	Battery Charger
161	Generator Repair - 100 - 200 KVA	Batteries
162	Generator Repair - 100 - 200 KVA	Control Wires
163	Generator Repair - < 100 KVA	Radiator
164	Generator Repair - < 100 KVA	Fuel Pump
165	Generator Repair - < 100 KVA	Fuel Injectors/ Nozzles
166	Generator Repair - < 100 KVA	Crank Shaft
167	Generator Repair - < 100 KVA	Electronic Oil Pump
168	Generator Repair - < 100 KVA	Camshaft
169	Generator Repair - < 100 KVA	Valves
170	Generator Repair - < 100 KVA	Fresh Air Inlet
171	Generator Repair - < 100 KVA	Exhaust Outlet
172	Generator Repair - < 100 KVA	Hose Pipe

RFP for Provision of MEPG Services for DHQ Hospitals of the Khyber Pakhtunkhwa (PMIU, RNT, DHQ Hospital KPK).

173	Generator Repair - < 100 KVA	Thermostat
174	Generator Repair - < 100 KVA	Water pump
175	Generator Repair - < 100 KVA	Ring piston
176	Generator Repair - < 100 KVA	Head
177	Generator Repair - < 100 KVA	Head Gasket
178	Generator Repair - < 100 KVA	Engine Block
179	Generator Repair - < 100 KVA	Engine Hosing
180	Generator Repair - < 100 KVA	Bearing sets
181	Generator Repair - < 100 KVA	Brackets
182	Generator Repair - < 100 KVA	Cambush
183	Generator Repair - < 100 KVA	Flywheel
184	Generator Repair - < 100 KVA	Dynamo Parts
185	Generator Repair - < 100 KVA	Bushings
186	Generator Repair - < 100 KVA	Bearing sets
187	Generator Repair - < 100 KVA	Armature
188	Generator Repair - < 100 KVA	Field Coil/Winding
189	Generator Repair - < 100 KVA	C.E Brackets
190	Generator Repair - < 100 KVA	D.E Brackets
191	Generator Repair - < 100 KVA	Altornator Diode Kit
192	Generator Repair - < 100 KVA	Regulators
193	Generator Repair - < 100 KVA	Stator, Rotor & Exiter plus winding
194	Generator Repair - < 100 KVA	Voltage Regulator
195	Generator Repair - < 100 KVA	Bridge Rectifier
196	Generator Repair - < 100 KVA	Coupler
197	Generator Repair - < 100 KVA	Main Line Circuit Breaker/Sub-Breaker
198	Generator Repair - < 100 KVA	Computer Card/Electronic Module/Control Panel
199	Generator Repair - < 100 KVA	Battery Charger
200	Generator Repair - < 100 KVA	Batteries
201	Generator Repair - < 100 KVA	Control Wires

Name of the Hospital	MEPG				
	Number of Electricians	Number of AC Technicians	Number of Plumbers	Number of Carpenters	Number of Generator/Tube-well Operators
DHQ Hospital Abbotabad	2	1	1	1	2
DHQ Hospital Charsadda	2	1	1	1	2
DHQ Hospital Haripur	2	1	1	1	2
DHQ Hospital Karak	2	1	1	1	2
Maulvi Jee Hospital, Peshawar	2	1	1	1	2
Naseer Babar Hospital, Peshawar	0	1	1	1	2
DHQ Bannu	2	1	1	1	2
DHQ DI Khan	2	1	1	1	2
DHQ Timergarah	2	1	1	1	2
DHQ Dir Khas	2	1	1	1	2
DHQ KDA Kohat	2	1	1	1	2
DHQ Nowshera	2	1	1	1	2
DHQ Swabi	2	1	1	1	2
DHQ Batkhela	2	1	1	1	2
DHQ Battagram	2	1	1	1	2
DHQ Buner	2	1	1	1	2
DHQ Chitral	2	1	1	1	2
DHQ Hangu	2	1	1	1	2
DHQ Kohistan	2	1	1	1	2
DHQ Lakki	2	1	1	1	2
DHQ Mansehra	2	1	1	1	2
DHQ Mardan	2	1	1	1	2
DHQ Saidu Shareef	2	1	1	1	2
DHQ Shangla	2	1	1	1	2
DHQ Tank	2	1	1	1	2
DHQ Bajaur	2	1	1	1	2
DHQ Kurram	2	1	1	1	2
DHQ Khyber	2	1	1	1	2
DHQ Mohmand	2	1	1	1	2
DHQ North Waziristan	2	1	1	1	2
DHQ South Waziristan	2	1	1	1	2
DHQ Orakzai	0	0	0	0	0
Total	60	31	31	31	62

- Above mentioned quantities with IMPLEMENTATION UNIT of measurement (UOM) will be considered as benchmark and rational with respect to price and quantity of respective NON-TEACHING DHQ / . In case of non-availability of already mentioned UOM, provided Stock Keeping Unit will be compared with benchmarked UOM.
- The inspection report duly signed by the Hospital Administration will be shared with the Service Provider.
- The stock register must be maintained properly reflecting inbound and outbound quantity of each supplies / item.
- The quantities as mentioned in the table are tentative and can be increased or decreased as per requirements.

Appendix 2 - Invoice Checklist

Invoice Checklist (to be attached with invoice)			
Sr.	Description	Annexure	Attached
1.	MS Covering Letter/Noting signed by MS (Covering letter must have proper Letter No., Date, Breakdown of Penalties and daily activity log form)	A.	
2.	Original invoice/bill(s) signed by MS & NMS	B.	
3.	Separate Corrected Invoice Detail signed by MS & NMS, if required.	C.	

4.	Monthly Cleanliness Scorecard Summary	D.	
5.	Penalties Calculation Sheet (Appendix-7) signed by MS & NMS and Respective Supervisor and must be shared with the Service Provider for his record.	E.	
6.	Request Letter for Supplies .	F.	
7.	Supplies Detail , Report Inspection, Consumption Report, etc.	G.	
8.	Salary Disbursement Report (Appendix-6)	H.	
9.	If NMS position is vacant in the hospital (Admin, HR, Budget and Account, IT, Audit officer), attach letter that he has not joined yet, it should only be signed by MS	I.	
10.	Bio Metric Attendance & Copy of Manual Attendance maintained on Register , signed by MS & NMS. (In case of any issue of Bio Metric attendance, please attach MS letter for acceptance of manual attendance). <i>“However, on manual attendance, employee will sign himself instead of writing “P” on register.”</i>	J.	
11.	Following forms maintained by Service Provider signed by MS, Admin Officer and Supervisor	K.	
	a) Weekly Report	L.	
	b) Monthly Checklist of Deployed Guards.	M.	
	c) Complain/Report slips (If any)	N.	
12.	Any other document if required for processing of payments.	O.	

Note:

- The Service Provider must submit the invoice in proper File Cover so that the documents to be attached by Hospital Administration don't get spoiled and disintegrated.
- It is mandatory for each admin officer / FBO and Audit Officer to Sign (signature & stamp) each page of the invoice. Beside the signature & stamp of Admin Officer / FBO and Audit Officer on every page, other documents should be signed (signature & stamp) by the relevant officers i.e. (Biometric Attendance signed by IT Officer).
- All invoices must be placed in FILE COVERS with PROPER TAG and ANNEXURES. No invoice without file cover and proper tag will be accepted in the PMIU Office.
- The page numbering of the whole invoice must be done adequately and documents must be attached in the same sequence / order as mentioned in the table.

Appendix 3 Performance Guarantee Format

To:

Project Director,
Project Management Implementation Unit,
Revamping Non-Teaching DHQ Hospital KPK
HRD Building, Khyber Road, Peshawar

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

Further, we understand that pursuant to such tender process, the Service Provider is required to provide ** Name** with a performance bond equal to PKR _____(10% of annual quoted price of contract).

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

(The Guaranteed Amount)

³Insert name of Issuing Bank;

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

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

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

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

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

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

RFP for Provision of MEPG Services for DHQ Hospitals of the Khyber Pakhtunkhwa (PMIU, RNT, DHQ Hospital KPK).

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

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

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

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

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

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

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

Signed by authorized signatory

Appendix 4 Conflict of Interest Undertaking

To,

Project Director,

Project Management IMPLEMENTATION UNIT, - Revamping Non-Teaching DHQ Hospital KPK

HRD Building, Khyber Road, Peshawar

SUBJECT: CONFLICT OF INTEREST

Reference to the contract / purchase order / supply order no. ----- Titled-----
----- dated -----, which we have entered into / received from the Project
Management IMPLEMENTATION UNIT, Primary & Secondary Healthcare Department.

We hereby confirm that we (including our company, firm, associates, subsidiaries and related parties) have not entered into any contract (including employment contract), transaction, or any other business/other relationship, with any person (including the current employee, ex-employee or any relative/associate of the employee or ex-employee) or organization, in conflict of our contractual obligations under the said contract.

We also confirm that we shall not enter into any of above-mentioned contract, transaction or relationship in future unless we obtain written permission from Project Management IMPLEMENTATION UNIT, Primary & Secondary Healthcare Department.

**AUTHORIZED REPRESENTATIVE
NAME OF THE COMPANY**

Note: *This must be printed on Company Letter head.*

-

Appendix 5 Undertaking for Minimum Wage Rate

Dated _____

To

Project Director,

RFP for Provision of MEPG Services for DHQ Hospitals of the Khyber Pakhtunkhwa (PMIU, RNT, DHQ Hospital KPK).
Project Management IMPLEMENTATION UNIT,
Revamping Non-Teaching DHQ Hospital KPK
HRD Building, Khyber road, Peshawar

SUBJECT: Undertaking for Minimum Wages to Staff / Labor

Respected Sir

It is undertaken that M/S_is currently practicing the undermentioned human resource policy and also will continue to practice the same in future under the contract named “_____”. Any non-compliance in below mentioned shall be headed towards the breach of contract.

1. Provision of minimum wage as notified by the Government of Khyber Pakhtunkhwa applicable for the period of Contract.
2. Child Labor is forbidden under the contract. Children under the age of 18 years will not be employed, as per the Pakistani law.
3. All labor laws including social Security and EOBI etc. are applicable in the Contract and will remain the responsibility of the Service Provider.
4. Our firm NTN Number is_____and it was established in _____

Note: All tender terms and conditions are accepted as laid down in the tender inquiry

Regards

Mr. _____

M/s _____

Peshawar.

Note: This will be printed on stamp paper worth Rs. 100.

-

Appendix 6 Salary Disbursement Report Format

Salary Disbursement Report of NON-TEACHING DHQ HOSPITAL

_____ For the Month of _____

(As per Prevailing Labour Laws, Minimum Wage Rate and any other)

Sr.	Name of MEPG Personnel	CNIC	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

* To be Provided by Service Providers and attach with the Monthly Invoices from 2nd Month onward

Appendix 7 - Monthly Attendance Pro-forma and Penalty Calculation Sheet

NON-TEACHING DHQH HOSPITAL _____																																					
Monthly Comprehensive Attendance & Penalty Calculation of JANITORIAL Services for the Month of (xxx) (Based on Bio-Metric & Manual Attendance)																																					
Sr.#	Name	CNIC	Designation	Shift / Deployed Place	Bio-Metric Attendance Reference / Page No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22 Sun	23	24	25	26	27	28	29	30	31	
1						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
2						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
3						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
4						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
5						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Required / Deployed Personnel per day as per Contract 85% of Total Strength																																			Total		
Total Present on each Day																																				0	
Total Absent / Missing Personnel per day																																				0	
JANITORIAL Personnel Without Uniform (etc.)																																				0	
No. of Late Arrivals, Early Leave, Vacant Points per day																																				0	
Penalty on Absent / Missing Personnel per day 500 + (Daily Wage Rate of Respective Category)																																				0	
Penalty on JANITORIAL Personnel Without Uniform																																				0	
Penalty on Late Arrivals, Early Leave, Vacant Points per day																																				0	
Total HR Penalty on Each Day																																					0

*Daily Wage Rate = Quoted Rate (Category Wise) / 30

Appendix 8 - Hospital Wise HR Strength

Name of the Hospital	MEPG				
	Number of Electricians	Number of AC Technicians	Number of Plumbers	Number of Carpenters	Number of Generator/Tube-well Operators
DHQ Hospital Abbotabad	2	1	1	1	2
DHQ Hospital Charsadda	2	1	1	1	2
DHQ Hospital Haripur	2	1	1	1	2
DHQ Hospital Karak	2	1	1	1	2
Maulvi Jee Hospital, Peshawar	2	1	1	1	2
Naseer Babar Hospital, Peshawar	0	1	1	1	2
DHQ Bannu	2	1	1	1	2
DHQ DI Khan	2	1	1	1	2
DHQ Timergarah	2	1	1	1	2
DHQ Dir Khas	2	1	1	1	2
DHQ KDA Kohat	2	1	1	1	2
DHQ Nowshehra	2	1	1	1	2
DHQ Swabi	2	1	1	1	2
DHQ Batkhela	2	1	1	1	2
DHQ Battagram	2	1	1	1	2
DHQ Buner	2	1	1	1	2
DHQ Chitral	2	1	1	1	2
DHQ Hangu	2	1	1	1	2
DHQ Kohistan	2	1	1	1	2
DHQ Lakki	2	1	1	1	2
DHQ Mansehra	2	1	1	1	2
DHQ Mardan	2	1	1	1	2
DHQ Saidu Shareef	2	1	1	1	2
DHQ Shangla	2	1	1	1	2
DHQ Tank	2	1	1	1	2
DHQ Bajaur	2	1	1	1	2
DHQ Kurram	2	1	1	1	2
DHQ Khyber	2	1	1	1	2
DHQ Mohmand	2	1	1	1	2
DHQ North Waziristan	2	1	1	1	2
DHQ South Waziristan	2	1	1	1	2
DHQ Orakzai	0	0	0	0	0
Total	60	31	31	31	62

Note:

1. *Procuring Agency reserves the right to add or drop one or more health facilities from any hospital at any time (before or during the contract period).*
2. *Procuring Agency reserves the right to increase or decrease MEPG Staff from Hospital at any time (before or during the contract period)*
3. *On the basis of these HR rates procuring agency reserves the rights to award the contract of remaining 6 hospital of phase 1 to the lowest evaluated bidder.*

Appendix 9: Daily Activity Log Form

<div style="display: flex; justify-content: space-between;"> Daily Activity Log Form DATE: </div>											
Supervisor Name _____					Shift Name _____						
Sr #	Name of area	MEPG Assigned	MEPGs absent	Time	Mop of all assigned area	Wash room clean	Windows & windows wall	Basket clean and bag covered	Doors & walls Tiles	Penalty Imposed	General Notes if find anything to be corrected
1				07:00 - 08:00							
2				08:00-09:00							
3				09:00-10:00							
4				10:00-11:00							
5				11:00-12:00							
6				12:00-01:00							
7				01:00-02:00							
8				02:00-03:00							

Summary Total Persons:

	Date										
Hospital Focal Person					Supervisor					Project Manager	