



PESHAWAR INSTITUTE OF CARDIOLOGY MEDICAL TEACHING INSTITUTION

After Pre-Bid

REQUEST FOR PROPOSAL

FOR

**OPERATION AND MAINTENANCE OF HVAC SYSTEM AT
PIC-MTI PESHAWAR**

PIC-070

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

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SECTION-1

1 DEFINITIONS

1.1. The following words or terms shall have the following meanings in this Request for Proposals:

Affiliate means a corporation or entity effectively under the Control of, or in Control of, a Service provider or associated with a Service provider under common ownership and Control.

Service provider means a legal entity which includes company, corporation, Consortium, Sole Proprietorship, Firms or joint venture which participates in the Bidding Process.

Bidding Process or **Bidding** means the process beginning from the publication of the Invitation to Bid until the signing of the Service Agreement.

Coercion, Collusion, Corrupt Practices, Fraud, Restrictive Practices and Undesirable Practices have the meanings given to them in paragraph 6.4.2.

Financial Proposal has the meaning given to it in paragraph 4.4.

Winning Service provider means the Lowest Evaluated Service provider as determined by Peshawar Institute of Cardiology after having declared responsive and qualified technically.

KPPRA means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority.

Procurement Rules means the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules of 2014 and amended from time to time.

Proposal means the bid submitted by a Service provider for the provision of the Required Services.

Proposal Submission Date means the date specified as such in paragraph 4.5

Required Services has the meaning given to it in the Service Agreement.

Service Agreement means the service contract to be entered into between Peshawar Institute of Cardiology and a Winning Service provider.

Technical Proposal has the meaning given to it in paragraph 4.3

Monthly Charges shall mean the amount payable by PIC to the Service Provider for one month of Services.

Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment with address: - 5-A, Sector B-3, Phase-v, Hayatabad, Peshawar

SECTION-2

2. INTRODUCTION:

2.1. This RFP is provided to the recipient solely for use in preparing and submitting a Proposal in a competitive tender to procure the Required Services.

2.2. This RFP is being issued to the Service providers by Peshawar Institute of Cardiology PIC-MTI,

2.3. **Disclaimer**

No employees or consultants of Peshawar Institute of Cardiology:

- a. make any representation (express or implied) or warranties as to the accuracy or completeness of the information contained in this RFP or other document made available to a person in connection with the tender process for the Required Services and shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the service provider for **Operation and Maintenance of HVAC System** in Peshawar Institute of Cardiology; or
 - b. will be liable to reimburse or compensate a recipient for any costs or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with Peshawar Institute of Cardiology.
- 2.4. The RFP does not constitute a solicitation to invest or otherwise participate in the assignment.
- 2.5. The Bidding Process is conducted through the procedures specified in this RFP, in line with the principles of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act and the Procurement Rules of 2014 amended from time to time.
- 2.6. The issuance of this RFP does not imply that Peshawar Institute of Cardiology is bound to appoint a Winning Service provider or enter into a Service Agreement. Peshawar Institute of Cardiology reserves the right to reject all or any of the Proposals received or otherwise discontinue the Bidding Process at any time as per rules 47 of KP-PPRA rules 2014.

SECTION-3

3. BIDDING PROCESS`

3.1. Planning

Peshawar Institute of Cardiology-MTI invites sealed bids from the eligible bidders for procurement of services for **Operation and Maintenance of Complete HVAC System at Peshawar Institute of Cardiology-MTI** through open Competitive Bidding under rule 14 (2)(b) “*Single Stage Two Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

<i>Description</i>	<i>Dates</i>
Pre-bid meeting	November 23rd, 2023 at 10:00 AM
Closing/submission date	Dec 05th, 2023 time 11:00 AM
Tender Opening	Dec 05th, 2023 at 11:30 AM
Bid security	Rs. 500,000/-
Tender Process	Single Stage Two Envelope Procurement will be carried out as per KPPRA Rule 2014 Amended 2022 : rule 14 sub rule (2)(b) (ix) the bidder found to be the technically qualified and lowest in price will be consider as the successful bidder.

3.2. Information Sources

3.2.1. The primary sources of information provided to Service providers in relation to this Request for Proposals are:

- i. Request for Proposals (the present document);
- ii. Pre-Bid Meeting as organized by Peshawar Institute of Cardiology
- iii. Service providers relying on information from other sources or the public domain do so at their own risk.

3.3. Pre-Bid Meeting

3.3.1. A Pre-Bid Meeting shall be organized by Peshawar Institute of Cardiology to:

- a. Explain the project, the Bidding Process and the Request for Proposals;
- b. Receive questions on the Request for Proposals; and

3.3.2. The pre-bid meeting shall be organized at a date specified in section 3.1.

3.4. Rejection of Proposals

3.4.1. Peshawar Institute of Cardiology PIC-MTI has a discretionary right to reject a Proposal. Reasons for rejecting a Proposal include, but are not limited to, the following:

- a. The Proposal does not contain all elements defined in the instructions;
- b. The Proposal is not submitted before the Submission Deadline;
- c. The Service provider or the bank which has issued the Bid Security/Performance Security are insolvent or in the process of liquidation or bankruptcy;

- d. Peshawar Institute of Cardiology PIC-MTI becomes aware of facts which can influence the free will of contractual parties.
- e. Received without earnest money;
- f. The tender document and the bid are unsigned;
- g. The offer is ambiguous;
- h. The offer is conditional/optional i.e., advance payment, or currency fluctuations etc.
- i. The offer is from blacklisted firm in any Federal / Provincial Govt. dept.
- j. Hand written bids shall NOT be accepted; it must be typed.
- k. Only typed tender on original prescribing letter pad, sealed, signed and stamp (Every Page) should be submitted. The quoted Price must be preprinted and hand written quoted price will not be acceptable. Optional or double rates for single item is not allowed.

- 3.4.2. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
- 3.4.3. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
- 3.4.4. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
- 3.4.5. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the PIC Peshawar's future bids.
- 3.4.6. The Proposal may also be rejected up until signing of the Service Agreement, in case Peshawar Institute of Cardiology PIC-MTI concludes, in its discretionary right, that one of the following applies:
 - a. The Proposal does not comply with the objectives of the tender or is not in line with the applicable laws (especially in case the Proposal proposed is not acceptable to Peshawar Institute of Cardiology PIC-MTI in terms of conditions offered or their alignment with applicable laws and existing practice in the Islamic Republic of Pakistan;
 - b. There is evidence of collusion/joint agreement between Service providers; There is reason to believe that tender rules have been violated (for example, failure to keep confidential information);
 - c. There is evidence that the Service provider is trying to gain advantage over other Service providers in an incorrect manner; or
 - d. The Financial Offer varies significantly from the estimate of Peshawar Institute of Cardiology PIC-MTI.
- 3.4.7. In the event of the rejection of a Proposal, Peshawar Institute of Cardiology PIC-MTI shall inform the relevant Service provider in a written form, in accordance with the applicable laws.

3.5. Cancellation of the Bidding Process and Proclamation of the Bidding Process as Unsuccessful

Peshawar Institute of Cardiology PIC-MTI reserves the right to unilaterally cancel or suspend the Bidding Process at all times. In case of cancellation, Peshawar Institute of Cardiology PIC-

3.5.1. MTI will inform the Service providers.

3.5.2. The tender may be cancelled at any time prior to the Submission Deadline at no cost to, if Peshawar Institute of Cardiology PIC-MTI determines that this action is in its best interest or that of the Government of Pakistan/Khyber Pakhtunkhwa. Reasons for cancellation include, but are not limited to:

3.5.3. Changes in the legislative framework in the Islamic Republic of Pakistan, causing the Bidding Process or the Required Services to become impossible, illegal or economically

unviable; or

- 3.5.4. Proposed amendments to the instructions or procedure would be of such magnitude and substance that a new Bidding Process would be desirable.
- 3.5.5. The Bidding Process may be proclaimed unsuccessful at any time after the Submission Deadline, at no cost to Peshawar Institute of Cardiology PIC-MTI, if:
- 3.5.6. No Proposals have been submitted;
- 3.5.7. The Proposals which have been submitted, in the opinion of Peshawar Institute of Cardiology PIC-MTI, do not meet the criteria, goals and requirements of the Bidding Process; or
- 3.5.8. The Winning Service provider refuses to sign the Service Agreement in the form offered by Peshawar Institute of Cardiology PIC-MTI.
- 3.5.9. In the event of such rejection of a Proposal, or cancellation or proclamation of the Bidding Process as unsuccessful, no Service provider shall be entitled to any claim whatsoever against Peshawar Institute of Cardiology PIC-MTI or the Government of Pakistan/Khyber Pakhtunkhwa for any costs, expenses or damages resulting directly or indirectly from such cancellation of the Bidding Process or rejection of Proposal.

3.6. **Opening and Evaluation of Proposals**

- 3.6.1. Peshawar Institute of Cardiology PIC-MTI shall evaluate the Technical Proposals in accordance with the provisions of **Section-5**. Peshawar Institute of Cardiology PIC-MTI shall then inform all Service providers of the results in writing.
- 3.6.2. The opening of the Financial Proposals shall be during a public session at a time notified later on. The Service providers who have been qualified for the evaluation of their Financial Proposal may be represented, by not more than two (2) persons, at the opening of the Financial Proposals. After the conclusion of the public opening, Peshawar Institute of Cardiology PIC-MTI shall evaluate the Financial Proposals.
- 3.6.3. Peshawar Institute of Cardiology PIC-MTI shall evaluate the Financial Proposals in accordance with the provisions of **Error! Reference source not found.** Peshawar Institute of Cardiology PIC-MTI shall then inform all Service providers who have been qualified for the evaluation of their Financial Proposal of the results in writing.

3.7. **Signing of the Service Agreement**

- 3.7.1. The Winning Service provider shall receive an invitation in form of Letter of Award from Peshawar Institute of Cardiology PIC-MTI with the aim to sign a Service Agreement for Required Services as defined in the Service Agreement. The Winner Service provider shall, within Fourteen days (14) days of receipt of Letter of Award will sign the agreement however, bid security shall be consider as a Performance Security.
- 3.7.2. In the event of a withdrawal by a Winning Service provider, Peshawar Institute of Cardiology PIC-MTI may invite the next Service provider to conclude a Service Agreement for the Required Services.
- 3.7.3. If a Service provider which was invited by Peshawar Institute of Cardiology PIC-MTI to sign a Service Agreement withdraws from the Bidding Process, the Bid Security of the said Service provider shall be forfeited/called by Peshawar Institute of Cardiology PIC-MTI

SECTION-04

4. INSTRUCTIONS TO SERVICE PROVIDERS/ BIDDING PROCESS

4.1. General Terms that the Proposal Must Fulfil

- 4.1.1. All elements of the Proposal containing monetary values, whether they apply to business activities in the Islamic Republic of Pakistan or abroad, must be expressed in Pakistani Rupees (PKR).
- 4.1.2. All documents forming part of the Proposal must be written in the English language; copies of legal or similar supporting documents in other languages must be accompanied with a notarized translation.

4.2. Proposal Package

- 4.2.1. The Proposal must be submitted in a master envelope containing two inner envelopes, i.e. the Technical Proposal envelope and the Financial Proposal envelope.

- 4.2.2. The master envelope must be properly sealed and must be marked with:

- a. The name and the address of the Service provider;
 - b. The warning: “Do not open before <insert Proposal Submission Deadline>”;
 - c. The wording: “Master envelope – Proposal for Operation and Maintenance of HVAC System in Peshawar Institute of Cardiology PIC-MTI”.

- 4.3. The Technical Proposal envelope must be marked as “Technical Proposal” and must contain:

- a. One (1) complete original set of the Technical Proposal, clearly marked as “ORIGINAL”; and

- 4.4. The Financial Proposal envelope must be marked as “Financial Proposal” and must contain:

- a. One (1) complete original set of the Financial Proposal, clearly marked as “ORIGINAL”;
 - b. The Financial Offer must be signed and dated by the Authorized Representative

4.5. Submission of Proposal

- 4.5.1. The Proposal must be delivered to Peshawar Institute of Cardiology PIC-MTI, Material Management Department, 1st floor, OPD Block, on or before the submission Date and time **December 05th, 2023** at the following address:

Attention: Hospital Director

Peshawar Institute of Cardiology PIC-MTI

Address: Peshawar Institute of Cardiology PIC-MTI, Material Management Department, 1st floor, OPD Block.

- 4.5.2. The Proposal must be submitted in person or via registered post mail or via courier, in closed envelopes. The Proposal shall be considered submitted upon physical receipt by Peshawar Institute of Cardiology PIC-MTI of the master envelope. Peshawar Institute of Cardiology PIC-MTI shall issue a Proposal receipt confirmation, which shall clearly

indicate the date and time at which the Proposal was received. Late submission, for whatsoever reason, will not be acceptable.

4.6. Bid Security

- a. Bid security @ **500,000/-** in favor of “Hospital Director Peshawar Institute of Cardiology” should be kept sealed in the financial proposal.
- b. Copy of bid security shall be attached in technical proposal
- c. Bid security of the successful bidder shall not be released and will consider as a performance security till the compilation of contract.
- d. The bid security may be forfeited:
 - a. If a Bidder withdraws its bid during the period of bid validity as specified in this RFP; or
 - b. In the case of a successful Bidder, if the Bidder fails to sign the contract or
 - c. The service provide commits any breach of the Contract Agreement

If the first lowest evaluated responsive bidder doesn't comply with section d (ii) above than the next lowest evaluated responsive bidder may be award the contract.

Bid Validity

- i) The bids should be valid for a period of 120 days.
- ii) In exceptional circumstances, PIC Hospital may solicit the Bidder's consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

Bid Data Sheet

DATA SHEET	
Introduction/Description	Detail
Name of Procuring Agency of Government of Khyber Pakhtunkhwa.	Peshawar Institute of Cardiology, Medical Teaching Institution Peshawar.
Name of Contract.	Operation and Maintenance of HVAC System At PIC-MTI Peshawar: PIC-070
Procuring agency's address, telephone and facsimile numbers.	Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan 091-9219645
Language of the bid.	English
BID PRICE AND CURRENCY	
The price quoted shall be	The bidder must quote in PKR including all the taxes.
The Price shall be fixed	The quoted prices will be valid for 120 days
Amount of bid security.	<p>Bid Security shall be submitted in original to the amount of PKR. 500,000/- from schedule bank of Pakistan excluding microfinance and financial Institutions in favor of “Hospital Director Peshawar Institute of Cardiology”. The Bid Security shall be submitted from the account of the bidder who submits the bid;</p> <p>The Bid Security shall be forfeited:</p> <ul style="list-style-type: none"> • If a bidder withdraws his bid during the period of bid validity; or • In the case of a successful bidder, if he fails to: Sign the contract agreement • The service provide commits any breach of the Contract Agreement
Bid validity period.	120 days from the date of opening of bids
Duration of Contract	<p>Total Duration of Contract 2 years</p> <p>First 6 months' probation.</p> <p>Initially contract will be signed for 2 year and may be renewed/extend for further periods of two (02) years on yearly basis on the same Terms and Conditions mutually agreed upon by the concerned parties.</p>
Number of copies.	One (original bid) in hard tap binding.

Address for bid submission.	Hospital Director Bids are to be delivered to the office of the Manager Material Management, 1st floor OPD block, Peshawar Institute of Cardiology (PIC-MTI). Peshawar Institute of Cardiology - MTI Plot No.5-A, Sector B-3, Phase-V, Hayatabad, Peshawar – Pakistan
Deadline for bid submission.	December 05 th , 2023 at 11:00 AM
Pre-Bid meeting with the bidders	November 23 rd , 2023 time 10:00 AM
Time, date, and place for bid opening.	Dec 05 th , 2023 at 11:30 AM
BID EVALUATION	
Tender Process	Single Stage Two Envelope Procurement will be carried out as per KPPRA Rule 2014 Amended 2022 : rule 14 sub rule (2)(b) (ix) the bidder found to be the technically qualified and lowest in price will be consider as the successful bidder.
Clarification of Bids	The Procuring agency may ask the Bidder inwriting, only for clarification regarding the received documents in the bid; however, nochange in the prices or substance of the bid shall be sought, offered, permitted or entertained. This communication shall be with the prior approval of chairman T&E committee.

SECTION-5

Responsiveness Criteria

5.1. Eligible bidder/Mandatory documents:

Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.

- 5.1.1. Each bidder shall have valid registration by PEC with specialization Code ME-01.
- 5.1.2. The bidder must be registered with Income, reflected as Active Tax Payer (ATL) on the list of FBR.NTN.
- 5.1.3. The bidder must be registered with Khyber Pakhtunkhwa Revenue Authority (KPPRA), reflected as Active Tax Payer
- 5.1.4. Undertaking on Judicial Stamp paper that the Service Provider shall provide services for diagnosing, troubleshooting, addressing of all BMS related problems including but not limited to software/hardware issues.
- 5.1.5. The bidder must have maintained at least 3 projects of similar nature (Absorption System Minimum 2000 Tons) in 3 different organizations. (Performance certificate along with work order/award letter/ contract agreement must be attached).
- 5.1.6. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- 5.1.7. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014.
- 5.1.8. Bidders must quote for the complete scope of works/Services. Any bid covering partial scope of work/services will be rejected as non-responsive,
- 5.2. Prior to evaluation of Proposals, Peshawar Institute of Cardiology PIC-MTI shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - a. **the Proposal is received by the Proposal Submission Deadline;**
 - b. **the Proposal contains all the information (complete in all respects) as requested pursuant to this RFP; and**
 - c. **the Proposal does not contain any condition or qualification(s).**
- 5.3. Peshawar Institute of Cardiology PIC-MTI reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Peshawar Institute of Cardiology PIC-MTI in respect of such Proposal.

5.4. Evaluation Criteria

5.4.1. Peshawar Institute of Cardiology PIC-MTI shall evaluate the Technical Offers in accordance with the following criteria:

5.4.2. The bids / proposals will be evaluated on the basis of advertisement, bid documents and the point system as specified below.

Total Marks = (70)

Passing Marks = (49)

1	Technical Staff		16
	List of Skilled Staff members (Full Time)	<u>PROJECT DEDICATED</u>	4
	(Qualifications & Experience)	<ul style="list-style-type: none"> Engineer (Mechanical/Electrical) (Each carry 4 marks) 	
	Technical Staff Working with the Bidding Firm for atleast 05 Years (Appointment Letter must be attached) and the engineer must be registered with PEC	<ul style="list-style-type: none"> Plant Supervisors (DAE Mechanical) (Each carry 1 marks) 	2
	(Degree/diploma must be attached)	<ul style="list-style-type: none"> HVAC Technicians (DAE Mechanical) (Each carry 1 marks) 	2
		<ul style="list-style-type: none"> Chiller Operators (DAE Mechanical) (Each carry 1 marks) 	2
		<ul style="list-style-type: none"> Electricians (DAE Electrical) (Each carry 1 marks) 	2
		<ul style="list-style-type: none"> BMS Technicians (DAE Electrical) (Each carry 1 marks) 	2
		<ul style="list-style-type: none"> BMS Operators (DAE Electrical) (Each carry 1 marks) 	2
2	Relevant Experience with Institutes		18
	Experience in O&M of Projects of Same Nature/Quantum i.e. (Minimum 1500RT or above will be considered) (Provide Work Order & Satisfactory Certificates etc.)	I. 2 Institutes ii. 4 Institutes iii. 6 Institutes (Performance certificate and work order/ Contract Agreement should be attached)	06 12 18
3	Relevant Experience in Years		10
		Less than 2 years' experience 2.1 to 3 years' experience 3.1 to 4 years' experience. 4.1 to 5 years' experience More than 5 years' experience (Performance certificate and work order/contract Agreement should be attached)	02 04 06 08 10
4	Financial Capabilities		16

	Turnover in Millions Audit Report Should be attached	<ul style="list-style-type: none"> • 1-20 million • 21-40 million • 41-70 million • 71- 100 million • 101 million and above 	03 05 10 12 16
4	Local/ Regional Office		05
	Firm's office	Availability of Office /Workshop in Peshawar.	05
5	Testing & Calibration Tools/Equipment		05
		<ul style="list-style-type: none"> • List of the relevant tools to be provided on site for Operation & Maintenance • Spare Parts readily available in Stock <p>(List should be attached on the Bidder Letter head)</p>	02 03
	Total Marks		70
	Qualifying Marks		49

FINANCIAL CRITERIA

S #	PARAMETERS	SUB-PARAMETERS	
		The bidder found to be the technically qualified and lowest in price will be consider as the successful bidder.	

Section-06

6. GENERAL MATTERS

6.1. Responsibility of Service providers

6.1.1. Notwithstanding any information given in the RFP and any additional communication from Peshawar Institute of Cardiology PIC-MTI, including supplemental notices and bid bulletins, it is the sole responsibility of any Service provider to:

- i.* **be fully acquainted with the laws, requirements, terms, and conditions of the Bidding Process;**
- ii.* **examine all the bidding documentation, including all instructions, annexes, forms, terms and specifications; and**
- iii.* **familiarize itself with all existing laws acts, rules, and ordinances of Islamic Republic of Pakistan, whether national or local, which may affect the provision of the Required Services.**

6.2. Confidentiality

6.2.1. Information relating to the examination, clarification, evaluation and recommendation for the Service providers shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Peshawar Institute of Cardiology PIC-MTI in relation to or matters arising out of, or concerning the Bidding Process.

6.2.2. Peshawar Institute of Cardiology PIC-MTI shall treat all information submitted as part of the Proposal in confidence and shall require all those who have access to such material to treat the same in confidence.

6.2.3. Peshawar Institute of Cardiology PIC-MTI shall not reveal any such information, unless it is directed to do so by any statutory body that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory body and/or Peshawar Institute of Cardiology PIC-MTI.

6.3. Proprietary Data

6.3.1. All documents and other information supplied by Peshawar Institute of Cardiology PIC-MTI or submitted by a Service provider to Peshawar Institute of Cardiology PIC-MTI shall remain or become the property of Peshawar Institute of Cardiology PIC-MTI.

6.3.2. Service providers must treat all information related to the Bidding Process as strictly confidential and must not use it for any purpose other than for preparation and submission of a Proposal.

6.3.3. Peshawar Institute of Cardiology PIC-MTI will not return any Proposal or any information provided along therewith except unopened Financial Proposal.

6.4. Fraud and Corruption

6.4.1. It is Peshawar Institute of Cardiology PIC-MTI policy to require that procuring entities and employers (including beneficiaries of public funds), as well as Service providers, suppliers and contractors under Public-funded contract, observe the highest standard of ethics during the procurement and execution of such contracts.

6.4.2. In pursuit of this policy, Peshawar Institute of Cardiology PIC-MTI:

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

Coercion means harming or threatening to harm, directly or indirectly, persons, or their property to influence their involvement in the Bidding Process, or affect the execution of the Service Agreement.

Collusion means a scheme or arrangement between two or more Service providers, with or without the knowledge of the government, designed to establish financial offers or prices at artificial, non-competitive levels.

Corrupt Practice means the offering, giving, receiving, or soliciting, of anything of value to influence the action of a public official in the Bidding Process or in contract execution and includes inter alia bribery, extortion or coercion, which involves threats of injury to person, property or reputation.

Fraudulent Practice means a misrepresentation of facts in order to influence the Bidding Process or the execution of a contract to the detriment of the procuring entity, and includes collusive practices among Service providers (prior to or after the submission of Proposals) designed to establish bid prices at artificial, non- competitive levels and to deprive the procuring entity of the benefits of free and open competition.

Restrictive Practice means any act, scheme, plan or agreement such as forming a group, clique, cartel, trust, syndicate, combine, pool and the like or arriving at any understanding or arrangement among Service providers, Consortium Members, Subcontractors, or the Affiliates of any of these entities, with the objective of restricting, subverting or manipulating a full and fair competition in the Bidding Process.

Undesirable Practice means (i) establishing contact with any person connected with or employed or engaged by Peshawar Institute of Cardiology PIC-MTI with the objective of canvassing or lobbying or (ii) in any manner influencing or attempting to influence the Bidding Process.

- a. **will exclude from the Bidding Process any Service provider found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Services; and**
- b. **will denounce to relevant authorities any Service provider found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Service, which may result in the Service Agreement being cancelled and/or such Service provider incurring civil and criminal liability under the applicable laws and regulations and being declared ineligible, for a period of ten (10) years, to be awarded any public-funded contract in the Islamic Republic of Pakistan.**

6.5. **Governing Law and Rules**

- 6.5.1. The provisions of Islamic Republic of Pakistan shall govern all matters relating to this RFP.

Schedule 1 Technical Proposal Submission Letter

To be submitted by the Service provider on the letterhead of the firm/company

I, (name), (citizenship), of legal age, with office address at (address), as the Authorized Representative of (name of Service provider), hereby certify for and on behalf of (name of Service provider) that:

1. (Name of Service provider) is bidding for the provision of the Required Services for **Operation and Maintenance of HVAC System in Peshawar Institute of Cardiology PIC-MTI** and hereby submitting its Proposal, which shall remain valid and binding upon (name of Service provider) for a period of one hundred eighty (180) days from the Proposal Submission Date;
2. (name of Service provider) authorizes Peshawar Institute of Cardiology PIC-MTI to conduct any inquiries or investigations to verify the statements, documents, and information submitted in its Proposal, and to seek clarification from its clients and bankers regarding any technical and financial aspects; (name of Service provider) also permits third parties to supply information required to verify statements and information submitted in its Proposal;
3. (name of Service provider) acknowledges the right of Peshawar Institute of Cardiology PIC-MTI to reject its Proposal and to cancel the Bidding Process at any time, without incurring any liability, and accepts all the terms and conditions of the Request for Proposals;
4. (name of Service provider), have not at any time during the Bidding Process engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practices, nor have a Conflict of Interest;
5. (name of Service provider) waives any right to and shall not seek or obtain any restraining order, writ of injunction or prohibition or any other form of coercive judicial, quasi-judicial or administrative writ, process or issuance against Peshawar Institute of Cardiology PIC-MTI inconvenient the Bidding Process; and
6. (name of Service provider) acknowledges that Peshawar Institute of Cardiology PIC-MTI is undertaking this Bidding Process in the performance of its functions to ensure the provision of a critical basic necessity and that, therefore, the provision of the Required Services is of paramount public interest and importance and that Peshawar Institute of Cardiology PIC-MTI will suffer serious and irreparable damage on account of any breach by (name of Service provider) of these undertakings, and agree that the breach of these undertakings shall result in (name of Service provider)'s automatic disqualification from the Bidding Process.

For and on behalf of (name of Service provider)

(signature of Authorized Representative)

(name, title and date)

Schedule 2 Financial Offer Form

To be submitted by the Service provider

I, (name), (citizenship), of legal age, with office address at (address), as the Authorized Representative of (name of Service provider), hereby declare for and on behalf of (name of Service provider) that:

1. (name of Service provider) has examined the information provided in the Request for Proposals (including annexures) and the Service Agreement;
1. (name of Service provider) has examined the specifications of Equipment and made all due diligence in estimation of all operation and maintenance costs of the Equipment and allied services under the Agreement;
2. (name of Service provider) hereby submits its Financial Proposal, which includes cost of all services mentioned in RFP, Service Agreement and its attachment (Annexures), which shall remain valid and binding upon (name of Service provider) for a period of one hundred eighty (180) days from the Proposal Submission Date; and
3. The Monthly Service charge offered by (name of Service provider) is of an amount of (amount in words) Pakistani Rupees (PKR (amount in numbers)).

S. No	Financial Quote	Per Month Services Charges Including all taxes
1.	Monthly Service charge offered by the service provider including cost of all taxes for provision of all services mentioned in RFP/ Contract including its attachments. (The price shall be quoted inclusive of sales tax on services)	

For and on behalf of (name of Service provider)

(signature of Authorized Representative)

(Name, title and date)

Schedule 3 Affidavit of Integrity Pact

DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS

[Name of service provider/operator] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of KPK (GoKPK) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoKPK) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of service provider/operator] 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 GoKPK, except that which has been expressly declared pursuant hereto.

[Name of service provider/operator] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKPK and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of service provider/operator] 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 GoKPK under any law, contract or other instrument, be voidable at the option of GoKPK.

Notwithstanding any rights and remedies exercised by GoKPK in this regard, [Name of service provider/operator] agrees to indemnify GoKPK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKPK in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of service provider/operator] 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 GoKPK.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 2023

INVITATION FOR BIDS

REF No. PIC-070

1. Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment.
2. Peshawar Institute of Cardiology (PIC-MTI) invites sealed Bids from eligible bidder registered with FBR for Income Tax, Sales Tax and reflected on Active Tax Payer (ATL) list of FBR for the Below mentioned Item. Detailed of items, specification, submission, Opening and method of evaluation is provided in bidding documents. Bid Security/earnest money is required to be submitted in shape of Call Deposit Receipt (CDR) from schedule bank of Pakistan in favour Hospital Director Peshawar Institute of Cardiology

Sr#	Name of item	Tender Process	Bid Security (PKR)
1	Medical Gases Plant Spare Parts & Consumable (2 nd Time)	Single Stage Single Envelope	100,000
2	CSSD items and Spare Parts for Boiler		100,000
3	Chemical Items and Safety Items		100,000
4	Drugs & Medicines		200,000
5	Operation & Maintenance of HVAC System	Single Stage Two Envelope	500,000

3. Only typed bids on original letter pad, sealed & signed shall be submitted, hand written tender shall not be acceptable. The tenders must be according to hospital specification; alternate rates will not be acceptable.
4. Income Tax, stamp duty, General Sales Tax (GST) and Professional Tax or any other Government tax will be charged as per rules. The quoted prices must include all the taxes.
5. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<https://pic.edu.pk/tenders>) after publication of this advertisement in the newspaper till last day for submission of Bid.
6. Procurements will be carried out as per Act and Rules of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
7. A bid accompanied by Pay Order (PO) shall be rejected.
8. A Pre-Bid Meeting will be held on **November 23rd, 2023 at 10:00 AM (PST)** at the office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI). Prospective Bidder are encouraged to attend the meeting.
9. Bids are to be delivered to the office of the Manager Material Management, 1st Floor, OPD Building, of Peshawar Institute of Cardiology (PIC-MTI) on or before **December 05th, 2023 at 11:00 AM (PST)**.
10. Bids shall be opened on the **same day at 11:30 AM (PST)** in the presence of bidders who choose to attend.
11. The advertisement is also available both on the websites of Peshawar Institute of Cardiology (PIC- MTI) (<https://pic.edu.pk/tenders>) and KPPRA (<http://kppra.gov.pk>).
12. Peshawar Institute of Cardiology (PIC-MTI) reserves the right to cancel any or all bids by assigning cogent reason under Rule 47 Khyber Pakhtunkhwa public procurement Regulatory Authority.

Hospital Director
Peshawar Institute of Cardiology (PIC-MTI)
5-A, Sector B-3, Phase-V, Hayatabad, Peshawar,
Ph: +92 91 9219645.

BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR

Conditions for Blacklisting of Defaulted Bidder/Contractor under rule 44 of KPPRA Rules 2014

The following are the events which would lead to initiate (Rule 44 of KPPRA Rules 2014) blacklisting/debarment process;

- a. Consistent failure to provide satisfactory performances.
- b. Found involved in corrupt/fraudulent practices.
- c. Abandoned the place of work permanently.

Procedure for blacklisting and debarment

1. Competent authority of Peshawar Institute of Cardiology may on information, or on its own motion, issue show cause notice to the bidder.
2. The showcase notice shall contain the statement of allegation against the Bidder.
3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
7. The order of competent authority shall be communicated to the bidder by indicating reasons.
8. The order past as above shall be duly conveyed to the PKPRA and defaulting bidder within three days of passing order.

PAYMENT:

- a. Monthly payment will be made on performances basis and by the recommendation of Director/Manager Building & Facilities & HVAC Engineer PIC-MTI as per the article-IV and appendix-B of the contract agreement.

DRAFT SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made at Peshawar on this xxxxxxx **day of Month(xxxxxxxxxx), 2023** and will affect from xxxxxxxxxxxxx, 2023 and shall remain in full force and effect up to xxxxxxxxxxxxxxxxx, (hereinafter, “the Term”), unless terminated earlier in terms of Article VII (“this Agreement”),

BY & BETWEEN

Peshawar Institute of Cardiology (“PIC-MTI”), a Hospital existing under the laws of Pakistan, has its registered office 5-A, Sector B-3, Phase-V Hayatabad, Peshawar, Pakistan (hereinafter referred to as “**PIC-MTI**”, which expression shall, where the context so admits, be deemed to include its authorised representatives, successors in interest, executors and permitted assigns) of the **First Part**;

AND

M/s (xxxxxxxxxxxxxxxxx), a company incorporated in [xxxxxxxxxxxx], with company registration no. [xxxxxxxxxxxx] and whose registered address is at [xxxxxxxxxxxxxxxxxxxxxxxxxxxx] (hereinafter referred to as “**Service Provider**”, which expression, where the context so admits, shall include its successors in title and permitted assigns) of the Other Part.

(All capitalised terms used herein shall have the same meaning ascribed to them in Article 1.1, unless otherwise specified.)

RECITALS

WHEREAS:

- A.** Peshawar Institute of Cardiology, Medical Teaching Institute (PIC-MTI) is the project of the Khyber Pakhtunkhwa (KP) Health Department to improve cardiac facilities in the public sector in the areas of research and treatment. PIC-MTI intends to hire a Service Provider for the “**Operation & Maintenance of HVAC System in Peshawar Institute of Cardiology PIC-MTI at Hayatabad**” and other related activities (hereinafter the “**Services**”). PIC-MTI intends to enter into Agreement with a suitable Service Provider, selected through a competitive bidding process, who will provide Services as part of the Agreement.
- B.** The Service Provider has submitted a bid to PIC-MTI with the Proposal and has represented that it is possessed of the necessary skills, knowledge, equipment, experiences, capabilities, and qualified personnel requisite for performing the Services and matters ancillary and incidental to the provision of Services, and that it is in a position to provide the Services in a more effective and efficient manner.
Based on the Proposal and Service Provider’s Representation, the Service Provider has offered to PIC-MTI for the provision of Services and PIC-MTI, with a view to achieving the Services in a timely and efficient manner and relying upon the Service Provider’s Representation, is keen to accept the offer of the Service Provider on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and agreements of the Parties expressed herein, the Parties agree as follows:

ARTICLE – I

DEFINITIONS & RULES OF INTERPRETATION

1.1. DEFINITIONS:

In the Agreement, the following words and expressions shall have the meanings set out below:

- 1.1.1. **“Agreement”** means this agreement as amended from time to time and including the Annexes;
- 1.1.2. **“Annexes”** means the annexes attached to this Agreement;
- 1.1.3. **“Applicable Law”** means any constitution, statute, ordinance, treaty, decree, proclamation, rules, regulations or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by judicial or administrative bodies in accordance with any of the foregoing;
- 1.1.4. **“Authorized Representatives”** means persons authorized in writing by PIC-MTI and the Service Provider respectively
- 1.1.5. **“PIC-MTI”** means Peshawar Institute of Cardiology Medical Teaching Institute;
- 1.1.6. **“Business Day”** means any day other than weekend or public holiday in Pakistan as notified by Government of KPK;
- 1.1.7. **“Change in Law”** means:
 - a) the adoption of a new Law; or
 - b) change in or repeal of a existing Law,which after the Effective Date results in:
 - I. change in the taxes, duties or levies payable by the Service Provider in respect of the Services; or
 - II. change in or the repeal of any other requirement for the performance of the Services;
- 1.1.8. **“Commencement Date”** means the date on which the Services shall commence as notified by PIC-MTI;
- 1.1.9. **“Confidential Information”** means all information, without limitation, of whatsoever nature:
 - a. relating to the Disclosing Party’s business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs;
 - b. relating to the contents of this Agreement and any other information received pursuant to this Agreement,
- 1.1.10. **“Disclosing Party”** means the Party disclosing Confidential Information to the Receiving Party;
- 1.1.11. **“Technical Staff”** means those Employees who maintain and operate the HVAC System as indicate in Annex-A;
- 1.1.12. **“Effective Date”** means when this Agreement has been signed by each Party, the latest of the dates upon which this Agreement was signed by any Party;

- 1.1.13. **“Employees”** means the employees of the Service Provider as describe in Annexure-A;
- 1.1.14. **“Entity”** means association, business, close corporation, company, concern, enterprise, trust, undertaking, voluntary association, body corporate and any similar entity;
- 1.1.15. **“Event of Force Majeure”** means an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, act of terrorism, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, blockade, embargo, strikes (excluding strikes by Service Provider staff), lock-outs or other labour disputes, sanctions, epidemics, act of any Government, compliance with law, regulations or lawful demands of any Government or Governmental agency;
- 1.1.16. **“KPI”** means the key performance indicator;
- 1.1.17. **“Liquidated Damages”** means the amounts to be deducted from the monthly payments for the Service Provider pursuant to particular service level failures as set out in the Annexure-B “Key Performance Indicator”
- 1.1.18. **“Month”** or “Monthly” means a calendar month;
- 1.1.19. **“Operational Specifications Schedule”** means the schedule annexed hereto as Annexure-A;
- 1.1.20. **“Party”** means a party to this Agreement;
- 1.1.21. **“Performance Security/Guarantee”** means the unconditional, irrevocable on-demand performance Security provided to PIC-MTI by the Service Provider;
- 1.1.22. **“PKR”** means Pakistani rupee;

ARTICLE – II

TERM OF THE AGREEMENT

- 2.1 This Agreement shall come into full force and effect on the xxxxxxxxx Day of xxxxxxxxxxxx, 2023 and shall remain in full force and effect up to xxxxxxxxxxxxxxxxxxxxxx, (hereinafter, “the Term”), unless terminated earlier in terms of Article VII.
- 2.2 **Contract Duration:** The contract duration shall be for a period of One (02) year starting from commencement date of the Contract and the initial six (06) months shall be consider as probation period. During the probation period the performance of the service provider shall be monitored, upon unsatisfactory performance the contact agreement may be terminated at one-month notice. PIC-MTI may terminate the contract prior one-month notice in case three warnings issued during the probation period. The contract may be renewed/extend for further periods of Two (02) years on yearly basis on the same Terms and Conditions mutually agreed upon by the concerned parties
- 2.3 The Service Provider shall deploy personnel as per the requisition of the PIC-MTI on the rates mentioned below.

S. No	Financial Quote	Per Month Services Charges Including all taxes
1.	Monthly Service charge offered by the service provider including cost of all taxes for provision of all services mentioned in RFP/ Contract including its attachments. (The price shall be quoted inclusive of sales tax on services)	

- 2.4 The defined words and expressions set out in Clause 1.1 [Definitions] shall apply to the Agreement.
- 2.5 The following documents shall be deemed to form an integral part of this Contract:
- a) Request for proposal (RFP) final
 - b) Appendix-A & B
 - c) Letter of Award;
 - d) Financial Proposal
 - e) Annexures
- 2.6 **Effect of this Agreement**
The Parties hereby agree that this Agreement shall immediately be binding on them as of the Effective Date.
- 2.7 **Commencement of the Services and Term**
The Service Provider shall provide the Services from the Commencement Date until the Termination Date. Unless this Agreement is earlier terminated, the Service Provider shall continuously provide the Services contemplated under this Agreement (as may be amended pursuant to its terms) for a term of one (01) year with Six (06) months' probation period commencing from the Commencement Date or other such times agreed between Parties.

ARTICLE – III

THE SERVICES

- 3.1 The Service Provider shall perform the Services in strict compliance with the terms of this Agreement; with the utmost diligence and efficiency; to the highest professional standards of workmanship; and, in strict accordance with the Instructions. The Service Provider shall observe sound and good practices prevalent in the Service Provider's industry and employ required software, Uniform, equipment, and methods, and shall employ the Personnel who are suitably qualified and experienced, commensurate with the tasks assigned to them by the Service Provider (in respect of the Services), all in accordance with the Laws of Pakistan.
- 3.2 The Service Provider understands and agrees that PIC-MTI has relied upon the Service Provider's Representation and that the Service Provider shall be principally responsible for the provision of Services to successfully ensure the delivery of the Services in a timely and efficient manner.
- 3.3 Without prejudice to the generality of the above, the Service Provider shall provide the Services to PIC-MTI, as per the description set out in - **Appendix A** of this Agreement. The Services being provided by the Service Provider shall, in addition to the requirements and description set out in **Appendix A**, comply with the professional standards in the Service Provider's industry, the PIC-MTI's express and implied Instructions, regarding the quality of the Services and the timelines in which Services are to be completed.
- 3.4 **Scope Of Works**
- a. The Service Provider shall provide services 24/7 and 7 days a week without any holiday including weekly, public and other holidays including but not limited to O&M (Operation and Maintenance) manuals of HVAC equipment's for performing maintenance and upkeep work and follow instructions. It shall also include repairs, annual overhauling, periodic maintenance of all equipment (as per manual) and servicing of HVAC Equipment.
 - b. The Service Provider shall be responsible to maintain temperature, humidity and pressure as per the PIC-MTI requirement.

- c. All personnel (including a HVAC plant Incharge, supervisor, chiller operator, HVAC Technician, Electrician, BMS Operator, AC Technician and HVAC Helper), equipment will be the responsibility of the service provider.
- d. A complete general checking of the entire HVAC System and its allied equipment / accessories shall be carried out by the Service Provider at least once a month during which the defective parts shall be replaced by new ones, if required
- e. All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the engineer in charge
- f. The Service Provider shall provide adequate uniforms along with PPE's like safety shoes, safety belts, hard hats, ladders etc. All contractor staff shall wear safety shoes and proper uniforms while performing their duties.
- g. HVAC equipment shall be maintained and periodic shutdown shall be done prior permission of PIC-MTI Engineer in charge for the purpose of servicing, maintenance of equipment.
- h. The Service Provider shall keep record of all repair work and submit a written report to PIC-MTI of all repair, corrective and preventive maintenance performed
- i. The Service Provider shall, at all levels, adhere to and comply with all permits/ licenses, including temporary permits/ licenses; quality standards, rules and regulations of federal, provincial or local entities which may have jurisdiction and compliance of which is necessary for the proper provision of services under this agreement
- j. The resolution time for diagnosis and rectification of breakdown/ emergent fault by the Service Provider shall be 24 hours to 48 hours, depending on the nature of fault. If the Service Provider fails to rectify the fault within agreed timeline then PIC-MTI shall be entitled to charge penalty as specified in Annexure-B
- k. The Service Provider shall ensure proper functioning of all equipment related to AC plants/ units. In case of unsatisfactory functioning/ major failure/ breakdown of compressor/cooler/condenser etc., charges shall be imposed as specified in Annexure-B, if that occurs due to fault on the part of the contractor or its employee.

ARTICLE – IV

PAYMENT OF CHARGES & TAXES

- 4.1 CHARGES:** The price for the purposes of this Agreement for Services and/or the additional services shall be in accordance with the charges set out in **Appendix-B** (hereinafter, “the **Charges**”).
- 4.1.1 All payments of Charges made by PIC-MTI to the Service Provider shall be subject to the deduction of all applicable taxes in accordance with Tax Law of Pakistan unless the Service Provider produces the original certificate of exemption granted to it under the Laws of Pakistan.
 - 4.1.2 PIC-MTI shall not be obliged to pay in respect of any invoice (or any proportion of such invoice) which is disputed by PIC-MTI, pending resolution of such dispute in accordance with this Agreement.
 - 4.1.3 PIC-MTI shall be entitled to deduct any amounts payable by Service Provider to PIC-MTI including Liquidated Damages.
 - 4.1.4 If PIC-MTI failed to pay the monthly charges as per the agreed schedule, the Services Provider shall pay the salaries to its employees by 5th of every month without waiting for monthly invoice clearance

ARTICLE – V

PERSONNEL

- 5.1** The Service Provider shall ensure that during the entire duration of this Agreement, it has a proper structure in place for the proper and timely performance of the Services in terms of this Agreement. The Service Provider shall ensure that the Services are carried out by the Personnel on a day to day basis as per the timetable communicated by PIC-MTI to the Service Provider from time to time.
- 5.2** The Service Provider shall be responsible and accountable to PIC-MTI, in terms of this Agreement, for all actions of the Personnel including, inter alia, ensuring that the Personnel perform the Services and/or additional services in a manner as to avoid disputes, infractions, infringement, lapses, interference, and delays. The Service Provider shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the Personnel.

ARTICLE – VI

FORCE MAJEURE

- 6.1 Definition:** A “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party of its obligations by that Party of its rights under or pursuant to this Agreement; provided, however, that such event or circumstance or combination of events or circumstances shall not constitute a “Force Majeure Event” hereunder to the extent that it or such material and adverse effect could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities which are within the affected Party’s power and resources to protect the Project from a casualty or other reasonably foreseeable event which are reasonable in light of the likelihood of such event, the probable effect of such event if it should occur and the likely efficacy of such protection measures. Without limiting the generality of the foregoing, “Force Majeure Events” hereunder shall include each of the following events and circumstances, but only to the extent that each satisfies the above requirements:
- 6.1.1 political events that occur inside or directly involve Pakistan (each, a “Pakistan Political Force Majeure Event”),
 - 6.1.2 any act of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage;
 - 6.1.3 other events beyond the reasonable control of the affected Party (each an “Other Force Majeure Event”), including, but not limited to:
 - i. lightning, earthquake, tsunami, drought, flood, torrential rain, storm, cyclone, typhoon, or tornado;
 - ii. fire, explosion, or chemical contamination (other than resulting from an act, in which case it shall be a Pakistan Political Force Majeure Event);
 - iii. epidemic or plague;

- iv. a Lapse of Consent unless such Lapse of Consent is a Pakistan Political Force Majeure Event;

6.2 **Notification Obligations:**

6.2.1 If by reason of a Force Majeure Event a Party is wholly or partially unable to carry out its obligations under this Agreement, the affected Party shall:

- i. give the other Party notice of the Force Majeure Event as soon as practicable, but in any event, no later than the later of three (3) Days after the affected Party becomes aware of the occurrence of the Force Majeure Event or one (1) Day after the resumption of any means of providing notice between the Parties, and
- ii. give the other Party a second notice, describing the Force Majeure Event(s) in reasonable detail and, to the extent that can be reasonably determined at the time of the second notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that the affected Party will be unable to perform such obligations and other relevant matters as soon as practicable, but in any event not later than seven (7) Days after the initial notice of the occurrence of the Force Majeure Event(s) is given by the affected Party. When appropriate or when reasonably requested to do so by the other Party, the affected Party shall provide further notices to the other Party more fully describing the Force Majeure Event(s) and its cause(s) and providing or updating information relating to the efforts of the affected Party to avoid and/or to mitigate the effect(s) thereof and estimates, to the extent practicable, of the time that the affected Party reasonably expects it will be unable to carry out any of its affected obligations due to the Force Majeure Event(s).

6.2.2 Failure by the affected Party to give written notice of a Force Majeure Event to the other Party within the three (3) Day period or the one (1) Day period required by Clause 6.2 shall not prevent the affected Party from giving such notice at a later time; provided, however, that in such case the affected Party shall not be excused pursuant to Clause 6.1 for any failure or delay in complying with its obligations under or pursuant to this Agreement until the notice required has been given. If said notice is given within the three (3) Day period or one (1) Day period required by Clause 6.2.1, the affected Party shall be excused for such failure from the date of commencement of the relevant Force Majeure Event.

6.3 **Termination For Force Majeure Event:** Should a Force Majeure Event or the direct consequence thereof persist for a continuous period of sixty (60) Days or should a Force Majeure Event, together with other Force Majeure Events (or the direct consequences thereof) originating from the same or related circumstances and which have occurred in the preceding two (2) Years, have persisted for an aggregate of ninety (90) Days, then either Party may, upon giving the other a thirty (30) Day notice to terminate, Terminate this Agreement and the Parties shall consequently be excused from performing their obligations in terms of this Agreement, unless the Force Majeure Event (and the direct consequence thereof) has at the expiry of the said thirty (30) Day period ceased to exist.

ARTICLE – VII

TERMINATION

7.1 Notwithstanding anything contained elsewhere in this Agreement, this Agreement may be terminated forthwith by PIC-MTI by giving notice of 30 days or less if the Service Provider commits a material breach. For the purposes of this Clause 7.1, the term “material breach” shall mean to include:

- 7.2 If the Service Provider commits a material breach of this Agreement and fails to remedy the breach within ten (10) Business Days after receipt from PIC-MTI of a notice calling upon it to do so or such other time as specified by PIC-MTI then PIC-MTI shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or in accordance with this Agreement, to seek specific performance of this Agreement or to terminate this Agreement forthwith on notice to the Service Provider and in either event, to recover such damages as it may have sustained.
- 7.3 For purposes of this Agreement, a material breach shall include but not be limited to the foregoing if the Service Provider:
- 7.3.1 in the opinion of PIC-MTI, commits a Prohibited Act; or
 - 7.3.2 goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction to which PIC-MTI has given its prior written consent); or
 - 7.3.3 sells, transfers or otherwise disposes of all or a substantial portion of its shares, assets or business, without the prior written consent of PIC-MTI; or
 - 7.3.4 delegates, cedes or sub-contracts this Agreement or part thereof in contravention of the provisions hereof without having obtained PIC-MTI's prior written consent; or
 - 7.3.5 fails to obtain or maintain as required any of the necessary Operating Licences/permits to be used in the rendering of the Services or has such necessary Operating Licences withdrawn, cancelled, suspended or revoked; or
 - 7.3.6 acts or attempts to act in a fraudulent or otherwise illegal manner in obtaining or executing a contract with any government department, provincial administration, municipality, public body, company or person; or
 - 7.3.7 violates or attempts to violate any Applicable Law or otherwise commits any criminal act; or
 - 7.3.8 Abandons, suspend services or otherwise repudiates the Services or any of its obligations under this Agreement; or
 - 7.3.9 incurs Liquidated Damages equal to or exceeding the maximum amount of Liquidated Damages 10% consecutively for few months.
- 7.4 Any expiry of or termination of this Agreement (howsoever arising) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement.
- 7.5 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 PIC-MTI at any time with immediate effect.
- 7.6 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/Security will be encashed/forfeited or the toolkits/tools/equipment may be confiscated.
- 7.7 Without assigning any reasons, contract may be terminated by PIC-MTI with a notice period of one month
- 7.8 During the probation period the performance of the service provider shall be monitored, upon unsatisfactory performance the contract agreement may be terminated at one-month notice. PIC-MTI may terminate the contract if three warnings issued during the probation period
- 7.9 The PIC-MTI shall be entitled to terminate this agreement forthwith at any time upon serving notice of 30 days 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.

7.10 DISPUTE RESOLUTION MECHANISM

- 7.3.1 If any conflict arises between the parties, the matter will refer to the Committee Comprising of both parties equal members to conduct inquiry. If the nominated representatives are unable to resolve the Dispute to the satisfaction of the Parties, then the matter will be referred to the Board of Governors (BOG) of PIC-MTI.
- 7.3.2 The decision of the BOG as to any matter referred under this Agreement shall be final and binding on both Parties and shall not be subject to appeal in court.

ARTICLE – IX COMPLIANCE WITH THE LAWS OF PAKISTAN

- 9.1 The Service Provider hereby represents, warrants and agrees that in the performance of the Services and its other obligations under this Agreement it has complied with and will comply with any and all applicable Laws of Pakistan including, without limitation, Governmental regulations, rules, bye-laws, rulings, decrees and orders and that if it should be determined that the Service Provider has violated any of the foregoing, the Service Provider shall save PIC-MTI harmless from all expenses, damages or penalties resulting from any violation thereof committed by the Service Provider or the Personnel in the performance of their obligations under this Agreement.
- 9.2 The Service Provider shall, at its cost, acquire, obtain and maintain in full force and effect all permits, approvals, sanctions, and licences from all local, municipal, Provincial, or Federal Government authorities or public service undertakings or professional bodies or other relevant authorities which are necessary or desirable for the performance of this Agreement by the Service Provider.

ASSIGNMENT

Neither Party shall assign this Agreement without the written consent of the other Party.

GOVERNING LAW

This Agreement shall be governed by the Laws of Pakistan and the courts in Peshawar shall have exclusive jurisdiction.

ARTICLE – X LIQUIDATED DAMAGES

- 10.1 PIC-MTI shall be entitled to impose Liquidated Damages on the Service Provider in accordance with the provisions of this Article and the Appendix A and Annexure-A for the Service Provider's failure to achieve certain Key Performance Indicators (KPIs) as indicated in the **Key Performance Indicators and Liquidated Damages Annexure-A**
- 10.2 To the extent that PIC-MTI discovered an instance of the Service Provider's failure to achieve a particular KPI, PIC-MTI shall notify the Service Provider with details of the particular KPI, the details of the failure, and the applicable Liquidated Damages as indicated in the Appendix A and Annexure-B. PIC-MTI may at its discretion specify the period and type of certain failure which should be cured/rectified in a specific period.
- 10.3 If Liquidated Damages are imposed, then PIC-MTI shall be entitled to withhold and/or deduct the imposed amounts from the Service Provider's next payable invoice, any subsequent invoice, or in increments from several subsequent invoices.

10.4 The maximum amount of Liquidated Damages that may be imposed on the Service Provider in any given month is as indicated in the Annexure B.

IN WITNESS WHEREOF the Parties above named have executed this Agreement on the day, month, and year first above written.

For and on behalf of
Hospital Director
(Peshawar Intitute of Cardiology)
(PIC-MTI)

For and on behalf of:
xxxxxxxxxxxxxxxxxx
(Service Provider)

Witnesses
First Party

Second Party

Signatures NO.1 _____

Signatures No.1 _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CNIC: _____

CNIC: _____

Contact No: _____

Contact No: _____

Signatures No.02 _____

Signatures No. 02 _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CNIC: _____

CNIC: _____

Contact No: _____

Contact No _____

Terms and Condition**PART A - THE EQUIPMENTS****1. The Equipment****1.1 HVAC**

- 1.1.1 The Equipment shall be handed over to the Service Provider at PIC-MTI Buildings with details within one (01) week of Commencement.
- 1.1.2 For the duration of this Agreement, unless agreed otherwise in writing by the Parties, the Service Provider shall use the Equipment solely for the provision of the Services in accordance with this Agreement.
- 1.1.3 Legal title to and ownership of the Equipment (including all associated tools and equipment) shall remain with PIC-MTI.
- 1.1.4 The Service Provider shall not create or allow the creation of any Burden in any manner of any or all of the Equipment without the prior written consent of PIC-MTI.

2. Delivery, Care and Ownership of the Equipment

- 2.1 PIC-MTI shall handover the Equipment allocated to the Service Provider on the relevant Equipment Handover Date(s) (tentatively) and the Service Provider shall be obliged to accept such handover in accordance with this Agreement.
- 2.2 The Equipment shall be properly maintained by the Service Provider in accordance with the manufacturer's standards and/or requirements.
- 2.3 PIC-MTI shall be entitled to conduct unscheduled inspections of each Equipment to ensure that it continues to be in compliance and satisfactory operational condition. If any Equipment is found not to be in compliance with the routine maintenance check list or in unsatisfactory condition, PIC-MTI shall immediately inform the Service Provider and the Service Provider shall, within a reasonable time or a time determined by PIC-MTI, effect the required repairs/replacement at its own cost.
- 2.4 If an Equipment requires repair/replacement and is not so repaired/replaced by the Service Provider within a reasonable time or the time determined by PIC-MTI, PIC-MTI shall be entitled to either liquidate a part or all of the Performance Security for purposes of effecting such repairs/replacement and/or access the Reserve Fund for purposes of effecting such repairs/replacement. Any usage of the Reserve Fund by PIC-MTI shall obligate the Service Provider to replenish the Reserve Fund to the required and/or agreed levels.

PART B - SERVICE PROVIDER RESPONSIBILITIES**3. General Obligations – Equipment and Operations**

- 3.1 Ensuring that the HVAC system is properly maintained, serviced, and inspected on a regular basis to ensure its optimal functioning. This includes checking filters, cleaning ducts, inspecting electrical connections, and ensuring the system meets safety and health regulations.
- 3.2 The responsibilities of Service Provider shall also include diagnosing, troubleshooting, addressing of all the BMS related problems including but not limited to software/hardware issues.

- 3.3 Monitoring and optimizing the HVAC system's energy efficiency to help reduce operational costs and environmental impact. This can include periodic energy audits, troubleshooting energy wastage, and suggesting energy-saving measures.
- 3.4 Ensuring that the HVAC system is maintaining the required air quality standards within the hospital. This involves maintaining appropriate temperature and humidity levels, controlling ventilation and air circulation, and regularly cleaning or replacing air filters.
- 3.5 Collaborating with the hospital's administration to plan and execute necessary upgrades and replacements of HVAC system components or the entire system itself, when needed. This includes assessing new technologies, estimating costs, and coordinating installation with minimal disruption to the hospital's activities.
- 3.6 Service Provider shall refer to O&M (Operation and Maintenance) manuals of HVAC equipment's for performing maintenance and upkeep work and follow instructions.
- 3.7 The Service Provider applying for the contract must have complete rights and understanding of the Building Management (BMS) system installed in HVAC plant PIC, as successful Service Provider will be expected of performing all types of trouble shooting in existing BMS.
- 3.8 The Service Provider shall be responsible to maintain temperature, humidity and pressure as per the PIC-MTI requirement.
- 3.9 The Service Provider shall abide by all the terms, rules and regulations in accordance with this Agreement and the Applicable Law.
- 3.10 The Service Provider shall employ and engage trained and skilled staff (within 07 days of the award of contract) reasonably required to complete the duties of this contract to the satisfaction of PIC-MTI. The Service Provider employees shall obtain confirmation/ approval from the hospital Authorized representative (HVAC Engineer) before execution of services.
- 3.11 The Service Provider shall attend to the maintenance or repair works on priority basis after office hours or on holy days Sunday if so warranted, or at any time due to emergencies and will provide services for smooth operation in the possible time. The Service Provider site engineer's/supervisor shall inform the hospital engineer in-charge will in advance about any Maintenance /repaired/service works scheduled to be done by the Service Provider after office hours or Sunday/holydays so that necessary security arrangement and access for the Service Provider staff be made the engineer in-charge.
- 3.12 A complete general checking of the entire HVAC System and its allied equipment / accessories shall be carried out by the Service Provider at least once a month during which the defective parts shall be replaced by new ones, if required.
- 3.13 Service Provider will be responsible to make good all the damages to all appliances due to abnormal HVAC Systems supply. Service Provider may advise PIC-MTI about all protective devices that may be installed in HVAC System to avoid damages/loss of connected load / circuits/ apparatus with HVAC system supply.
- 3.14 Parts and spares, if required, may be provided by the hospitals or arranged by the service provider immediately. However, in case of purchase of the parts and spares by the service provider, the actual cost incurred on the material and its transportation only would be borne by the hospital. Approval to this effect shall be required to be obtained prior to such purchase. Payment to the Service Provider will be made only on "satisfactory work certificate" duly signed by the engineer in charge or his authorized representative. Service provider will be paid separately as per his estimate with prior approval of hospital for any spare part required for replacement on submission of original receipts and warranties there of if applicable.

- 3.15 Be liable to the penalty and Liquidated Damages for any loss incurred or suffered/any damage caused to HVAC System, movable or immovable property of PIC-MTI, on account of delayed, deficient or inadequate Services, or any actions adversely affecting warranty of the Equipment, or supply of substandard lubes, or interruption in the smooth operations of HVAC System for reasons directly and solely attributable to the Service provider.
- 3.16 Service Provider shall keep HVAC system room and its vicinity / area and allied equipment clean and tidy and light / fan etc. repairing shall be performed by the service provider staff.
- 3.17 The Service Provider shall submit reports for modification in equipment or processes to improve the performance of system for smooth operation.
- 3.18 The Service Provider shall submit an estimate to the HVAC Engineer PIC-MTI for approval before carrying out any major repairs which is not covered under this contract. The estimate shall be submitted expeditiously so as not to disturb the plant operation.
- 3.19 The Service Provider shall ensure that the air – conditioning plant is operated, maintained and serviced efficiently to avoid breakdown during normal operation. The Service Provider shall also ensure economical consumption of the material and spare parts supplied by the PIC-MTI.
- 3.20 The Service Provider shall record the temperature on each floor at different location at least twice daily.
- 3.21 The Service Provider shall ensure round the clock 24/7 support including on Saturdays, Sundays and other holidays.
- 3.22 The Service Provider will carry out the annual servicing and over hauling of HVAC system during winter or intermediate season as directed by the engineer in charge and as per manufacturer's instructions.
- 3.23 Service Provider will also carry out fortnightly, monthly, annual, cleaning, servicing, overhauling and maintenance of complete HVAC as directed by engineer in charge. All expenses incurred in this regard are deemed to be included in the monthly operation / maintenance charges.
- 3.24 The Service Provider will carry out testing / analysis of lithium bromide solution of chillers once in a year payment will be paid by PIC-MTI, if required as directed by the engineer in charge. If the result is not within the prescribed parameters of manufacture then Service Provider will carry out necessary calibration, adjustment in chiller as required and as directed by the engineer in charge.
- 3.25 The Service Provider must provide accommodation for his staff near to the hospital.
- 3.26 The Service Provider shall provide the list of Service provider's personnel working in PIC-MTI, along with their basic information, to PIC-MTI for security clearance with sufficient details. The list to be shared on monthly basis or at time when changes occurs.
- 3.27 The Service provider shall maintain vigilant supervision over its staff at all times. Dress code is to be applied with their service I.D for their distinct recognition. Apart from generally applied moral code the personnel of the service provide shall avoid to use any kind of toxic and narcotics, even PIC-MTI premises is a smoke free zone.
- 3.28 The Service Provider be responsible, at all times, for the conduct of its personnel and take prompt and strict disciplinary action against any conduct not in compliance with PIC-MTI rules, regulations and instructions issued from time to time.

- 3.29 The Service Provider shall be responsible for the medical and accidental insurance of its staff, payment of all dues like Social Security, EOBI & ESSI. The Service Provider shall not engage staff below minimum wage as notified under Applicable Law. PIC-MTI shall not accept any responsibility of the designated personnel in the event of death, injury, disability or illness that may take place while performing/executing services required under the scope of this contract. Any compensation or expenditure towards the treatment of such injury/disability or loss of life shall be the sole responsibility of the Service provider.
- 3.30 The Service Provider shall Pay/transfer salaries to their personnel through banking channel.
- 3.31 The Service Provider shall provide EOBI and ESSI challan with monthly invoice.
- 3.32 The Service Provider shall be responsible that it does not engage or continue to engage any person having a criminal record/ conviction or otherwise undesirable persons.
- 3.33 Agree to remove from the site, whenever required to do so by the PIC-MTI, any personnel considered by PIC-MTI to be unsatisfactory or undesirable.
- 3.34 Report immediately to PIC-MTI any kind of material incident (to the extent of scope of Service Provider required as per this Contract) including but not limited to theft, damage to PIC-MTI property and provide photographs of the incident.
- 3.35 The Service Provider shall ensure that the Equipment at all times are in compliance with the routine check list, the requirements of any applicable specifications and the Applicable Law.
- 3.36 Unless expressly specified in this Agreement, the Service Provider shall solely be responsible for all cost and/or expenses associated with the fit-out, furnishing, administration, office space and/or any and all operational costs associated with its operations until the Termination Date.
- 3.37 The Service Provider shall ensure that it will not violate any Law of Pakistan especially laws related to Labour Laws of Pakistan.
- 3.38 adhere to the prevailing labour laws including but not limited to Minimum wages, social security & employee old age benefits etc. The PIC-MTI reserves the right to seek proof if the same is being paid to the personnel as and when required, 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 personnel of the firm or may impose liquidity damages as describe in the agreement;
- 3.39 Be responsible for cleaning services 24/7 and 7 days a week (08-hour shift) and 04 days leave in a month. Reliever will be the responsibilities of the Service Provider.

4. Operations and Maintenance of the Equipment

- 4.1.1 The Service Provider shall provide the Services strictly in accordance with the Operation specification schedule and any further instructions of PIC-MTI given pursuant to this Agreement.
- 4.1.2 The Service Provider shall be obliged to log a report with PIC-MTI within fifteen (15) minutes of the occurrence (or as soon as practicable thereafter) of any incident/accident, detailing the nature and location of the incident and where applicable, details of the parties involved. Service Provide shall report any incident to PIC-MTI which are even not related to Service Provider scope of work.
- 4.1.3 From the Commencement Date and for the duration of the Agreement, the Service Provider shall be entitled to operate the Equipment and provide services in accordance with Operation specification schedule.

4.2 Temporary interruptions, delays or deviation from Services

4.2.1 The cancellation of Services by the Service Provider shall only be permitted if such cancellation is due to:

- (a) weather conditions (subject to prior agreement with PIC-MTI), or any Event of Force Majeure; or
- (b) immediate danger to life and/or personal injury and/or serious damage to property,

in which event, PIC-MTI and the Service Provider shall meet in good faith on an urgent basis, to agree upon the deviation from the Services to be allowed and the expected date and/or time of recommencement of the Services, or if the Parties fail to reach agreement within one (1) hour after having met for the first time, PIC-MTI decision shall be final and binding on the Parties.

4.2.2 Where the Service Provider is of the opinion that Services should be cancelled due to boycott action, intimidation, violence, strike action or any threats of the foregoing, either against the Service Provider or generally, the Service Provider shall refer the matter to PIC-MTI for its decision, which shall be final and binding and not be subject to the provisions of clause 19. Should PIC-MTI decide that such cancellation is justified, no Liquidated Damages shall apply. However, should PIC-MTI decide that such cancellation is not justified and the Service Provider nevertheless fails to render the Services for any period of time whilst the action or threats contemplated above continue, the Service Provider shall be penalised in accordance with clause 16 and the Operation specification schedule and no payment shall be made in respect of such cancelled Services.

4.2.3 The Service Provider shall inform PIC-MTI immediately of any proposed cancellation of any Services pursuant to clause 4.2.1(a) and/or clause 4.2.1(b) and the Parties shall meet on an urgent basis to agree upon the deviation to be allowed and the recommencement of the Services, or if they fail to reach agreement within a reasonable time as determined by PIC-MTI, PIC-MTI decision shall be final and binding on the Parties and clause 19 shall not apply in relation to PIC-MTI decision.

4.3 Compliance with standard operating and control procedures and requirements

4.3.1 The Service Provider shall at all times comply with any standard operating and control procedures and requirements for the day-to-day administration, monitoring, control and performance of this Agreement as may be reasonably determined by PIC-MTI from time to time and the specific circumstances under which the HVAC System operates from time to time, which shall include the Operation specification schedule.

5. Employment

5.1 The Service Provider shall recruit and employ all Employees necessary to provide the Services, including Plant in charge (BSc Engineer), Plant Supervisor, HVAC Technician/RAC/Electrician, Chiller Operator, BMS Operator/Technician and Helper all other administrative and management staff.

5.2 The Service Provider shall, in recruiting staff to comply with its obligations in accordance with this Agreement, and shall where appropriate, provide any training required.

6. Incident Reporting

- 6.1 Should the Service Provider become aware of events or circumstances which have prevented, are preventing or will prevent the Service Provider from providing the Services, the Service Provider shall immediately after becoming so aware, advise PIC-MTI of such events or circumstances and also indicate the manner in which the provision of the Services were, are or are going to be impacted.
- 6.2 In addition to any obligations under Applicable Law, the Service Provider shall immediately after its occurrence notify PIC-MTI or its Authorised Representative of any accident relating to the Services (whether or not a Equipment has been involved) in which persons have been injured or killed.
- 6.3 The Service Provider shall report any acts of vandalism or damage to Equipment to PIC-MTI within one (1) days of becoming aware of their occurrence.
- 7. Other responsibilities**
- 7.1 The Service Provider shall be responsible for the safe disposal of waste, oil, lubricant or water containing any variation of such lubricant in accordance with the Applicable Law.
- 7.2 The Service Provider shall at its own cost comply with all labor, employment, occupational health and safety regulations and standards applicable to the Services.

PIC-MTI RESPONSIBILITIES:

- 7.3 Arrangement the required consumables/spare parts which are required for operation, maintenance, servicing, minor repair and overhauling as per recommendations of contractor with proper justification.
- 7.4 Providing electricity and water supply/ chemical/oil/fuel.
- 7.5 Providing water treatment chemicals as and when Required.
- 7.6 Provision of suitable working space to contractor's staff for carrying out repairs

PART C - MAINTENANCE OF EQUIPMENT

8. General Obligations

- 8.1 The Service Provider shall, at all times during the term of this Agreement, ensure that all Equipment utilised in rendering of the Services are kept in a state of good repair and maintained in accordance with the Equipment Supplier requirements and/or recommendations and the provisions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Service Provider shall:
- 8.1.1 be liable for any damage caused to the Equipment in accordance with its obligations under this Agreement; and
- 8.1.2 at all times, unless expressly stated otherwise in this Agreement, be responsible for the service, maintenance and upkeep of the Equipment, including during the Defect Liability Period.

9. Maintenance

- 9.1 The Service Provider shall at all times be required to service, maintain and repair the HVAC System at its own cost and in strict accordance with the specifications, requirement and/or recommendations of the Equipment Supplier as notified to the Service Provider from time to time. The Service Provider shall not do anything which has the effect of voiding any warranty provided by an Equipment Supplier in respect of any of the Equipment.

- 9.2 If at any time HVAC system is in need of service, maintenance and/or repair and the Service Provider fails to make such repair within a reasonable time, PIC-MTI shall notify the Service Provider of such failure and shall indicate in that notice the type of service, maintenance and/or repair that is required and the period within which such service, maintenance and/or repair must be completed. If such service, maintenance and/or repair is not completed within the time specified in PIC-MTI's notice, PIC-MTI shall be entitled to effect such service, maintenance and/or repair at the cost and expense of the Service Provider in which case PIC-MTI may, in its discretion, liquidate partially or fully the Performance Security.
- 9.3 The Service Provider shall maintain a complete and detailed record of all service, maintenance and/or repairs (including the cost of any such service) for each Equipment and shall, upon reasonable notice, make such records available to PIC-MTI for audit and/or inspection.

10. Spare Parts

- 10.1 Parts and spares, if required, may be provided by the PIC-MTI or arranged by the service provider immediately. However, in case of purchase of the parts and spares by the service provider, the actual cost incurred on the material and its transportation only would be borne by the hospital. Approval to this effect shall be required to be obtained prior to such purchase. Payment to the contractors will be made only on "satisfactory work certificate" duly signed by the engineer in charge or his authorized representative. Service provider will be paid separately as per his estimate with prior approval of hospital for any spare part required for replacement on submission of original receipts and warranties there of if applicable.
- 10.2 Unless expressly agreed otherwise, the Service Provider shall be responsible for the provision of all spare parts required for the performance of the Services.

11. Tools and equipment

- 11.1 The Service Provider is required to provide the required tools and equipment to maintain the HVAC system and/or otherwise to provide the Services in accordance with the Operation specification schedule.

PART D – LIQUIDATED DAMAGES

12. Liquidated Damages

- 12.1 TPC shall be entitled to impose Liquidated Damages on the Service Provider in accordance with the provisions of this clause 16 and the Operation specification schedule for the Service Provider's failure to achieve certain KPIs.
- 12.2 The Parties agree that the amounts specified in this clause 12.2 and the Operation specification schedule for the Service Provider's failure to achieve certain KPIs represent the likely loss to PIC-MTI as a result of any failure of the Service Provider to meet the KPIs and are reasonable and constitute liquidated damages and not a penalty. The Service Provider further waives, to the extent permitted by Applicable Law, any defence as to the validity and quantum of Liquidated Damages set out in this Agreement on the grounds that such Liquidated Damages are void as penalties or otherwise.
- 12.3 PIC-MTI shall be entitled to conduct audits of the Service Provider's operations at any time without notice in order to ensure the continued compliance with this Agreement and that the Service Provider continues to achieve the various indicated KPIs. Such audits may be conducted in relation to the Equipment, the Services, Service Provider's staff, Service Provider's offices (including service and performance records) and any other place where any element of the Service is being performed.

- 12.4 To the extent that PIC-MTI discovered an instance of the Service Provider's failure to achieve a particular KPI, PIC-MTI shall notify the Service Provider with details of the particular KPI, the details of the failure and the applicable Liquidated Damages as indicated below. PIC-MTI may at its discretion specify period and type of certain failure which should be cured/rectified in specific period.
- 12.5 If Liquidated Damages are imposed, then PIC-MTI shall be entitled to withhold and/or deduct the imposed amounts from the Service Provider's next payable invoice, any subsequent invoice or in increments from several subsequent invoices.
- 12.6 The maximum amount of Liquidated Damages that may be imposed on the Service Provider in any given month is as indicated below.

PART E - FINAL PROVISIONS

13. Addresses and notices

- 13.1 The Parties choose for the purposes of this Agreement the following addresses:
- 13.1.1 Peshawar Institute of Cardiology PIC-MTI, 5-A, Sector B-3, Phase-V, Hayatabad, Peshawar:
- 13.1.2 The Service Provider: [xxxxxxxxxxxxxxxxx].
- 13.2 Any legal process to be served on any of the Parties may be served on it at the physical address specified for it in clause 13.1 and it chooses that address for all purposes under this Agreement.

14. Change in Law

- 14.1 The Service Provider acknowledges and agrees that it shall take full risk and responsibility for a Change in Law occurring. Notwithstanding the foregoing, if a Change in Law occurs or is imminent that affects the rights and obligations of the Service Provider under this Agreement, the Service Provider shall notify PIC-MTI within fourteen (14) days of the date of such Change in Law occurring or (if earlier) coming to the attention of the Service Provider and the Parties shall discuss the effects of the Change in Law and endeavour to arrive at a resolution.
- 14.2 Any resolution reached between the Parties shall be recorded in writing and such record shall be signed by both Parties. The Service Provider acknowledges and agrees that any decision to change the financial accordance with the Agreement or vary the scope of Services as a result of the Change in Law shall be adjusted with mutual consent of the parties.

OPERATIONAL SPECIFICATIONS SCHEDULE

1. OPERATOR/SERVICEPROVIDER RESPONSIBILITIES FOR OPERATION AND MAINTENANCE OF HVAC SYSTEM IN PESHAWAR INSTITUTE OF CARDIOLOGY PIC-MTI

1.1. This Operational Specification Schedules specify the operation and maintenance obligations of Equipment in Peshawar Institute of Cardiology PIC-MTI. The Service Provider shall be responsible for all operation and maintenance services mentioned in RFP, Agreement, Operational Specifications Schedule and their annexures/ attachments. The operation and maintenance services are required for following Equipment:

- a. HVAC System includes but not limited to maintaining the required Comfortable Conditions (Temperature & Humidity etc.) of the building.
- b. The service provider will be responsible for smooth Operations and Maintenance of the plant 24/7 coverage.
- c. The staff should be well qualified, trained and preferably professional.
- d. The Minimum Required Staff should be present in each shift (24/7) even on Gazette Holidays and Religious Occasions.

1.2. YEARLY/SEASONAL PREVENTIVE MAINTENANCE

1.3. The Service Provider shall plan shutdown of HVAC system before the start of each (summer/ winter) season for undertaking complete preventive maintenance of HVAC system. with prior approval of HVAC Engineer PIC-MTI for the shutdown

1.4. Following maintenance will be carried out under the supervision of authorized service Engineer/Supervisor of contractor & PIC HVAC team.

1.5. The seasonal preventive maintenance mentioned in the scope of work.

1.5.1. WATER CIRCUIT

- i. Checking & Cleaning of pump strainer.
- ii. Inspection of faulty pump/ motor bearings.
- iii. Inspection of coupling rubber.
- iv. Checking of motor winding insulation.
- v. Checking of earthling.
- vi. Checking & tightening of wire connections.
- vii. Painting/anti rusting of pump supports.
- viii. Cleaning/maintenance of air separators.

1.5.2. PIPING SYSTEM

- i. Cleaning & flushing of chilled water pipe.
- ii. Painting & servicing of all valves, strainers.
- iii. Checking/repair of insulation, jacketing & covering of all insulated piping.

1.5.3. AIR HANDLING UNITS (AHUS)/FCUs

- i. Flushing & cleaning of finned surface & water tubes of cooling coils.
- ii. Checking & replacement of faulty fan bearing.
- iii. Checking/replacement of faulty motor bearing.
- iv. Calibration of the Gauges(P/T).
- v. Checking of belt alignment and tension & mounting bolts.

1.5.4. ELECTRICAL PANELS AND WIRING

- i. Checking & servicing of contactors, overloads, MCCBs, fuses, tightening of wiring connections, replacement of faulty parts if required.
- ii. Checking of wiring insulations.
- iii. Checking of earthing.
- iv. Servicing of AC units & Exhaust System.

1.6. ROUTINE MAINTENANCE CHECK LIST

JOBS	DAILY	WEEKLY	MONTHLY	QUARTERLY	YEARLY
Inspection and diagnosis of fault(if Any) code in the chillers (Shift Wise)	✓				
Checking / adjustment of pressure drop across the system (Shift Wise)	✓				
Logging of operating data / parameters of Main Equipment (CTs, CHLRs, Pumps etc.) (Shift Wise)	✓				
Checking All the system Equipment	✓				
Checking of motorized, flow switches and control System		✓			
Checking of transducers, sensors and other controls of chillers and equipment.		✓			
Checking of electrical Accessories		✓			✓
Checking electrical wiring of chillers / components for any sign of overheating			✓		
Cleaning of electrical panel / control cards of chillers			✓		
Visual inspections of machine for any damage / loosening			✓		
Checking/testing/servicing of refrigerant leakage in the system and adjustment of charge if required.	✓				
Inspection & Adding of chemicals for treatment of water and pipe line as per requirements			✓		
Checking / adjustment of temperature and pressure of chillers. (as per temperature of summer and winter season)			✓		
Checking of chilled water leaving and entering Temperature & Pressure (Recording of Data Hourly)				✓	
Checking of chilled water bypass circuit	✓				
BUILDING MANAGEMENT		✓			

SYSTEM CHECKING					
Checking and Cleaning of Air Filters		✓			
Detailed Inspection of AHU,s Water & Air Circuit.		✓			

1.7. **TECHNICAL STAFF REQUIRED:**

DESIGNATION	MIN QUALIFICATION & RELEVANT EXPERIENCE	REQUIRED
HVAC Plant In-charge	BE/B.Sc. (Mechanical) with at least 3 Years' experience in operation & maintenance of HVAC Centralized system.	01
HVAC Supervisor	DAE Mechanical/ Electrical/ Electronic with minimum 03-year experience in Operation & maintenance of HVAC System	02
Chiller Operator	Diploma/certificate in Mechanical and 03-year experience in operation & maintenance of Chillers.	02
HVAC Technician	DAE Mechanical or equivalent with 2 years of experience in maintenance of HVAC system.	04
Electrician	DAE Electrical with 02-year experience in Maintenance of HVAC system.	01
BMS Operator /Technician	DAE with minimum 2 Year experience in BMS/Controls Operation & Trouble Shooting	02
Split AC technician	Diploma/certificate with 3 Year experience in relevant field.	02
HVAC Helpers	Literate with 01-year experience in maintenance of HVAC system.	06

1.8. DETAILS OF THE EQUIPMENT'S INSTALLED AT PIC-MTI

Description	Unit	QUANTITY									
		Base ment	Grou nd	1st	2nd	3rd	4th	5th	Roof Top	Plant Room	Total Qty
Absorption Chillers	No's									3	3
Condensing Outdoor Units	No's								2		2
Cooling Towers	No's								3		3
Chilled Water Primary Pumps	No's									3	3
Chilled Water Secondary Pumps	No's									6	6
Condenser Water Pumps	No's									3	3
Expansion tank	No's									1	1
Air Separator	No's									1	1
Chemical Feeder	No's									1	1
Dosing Pumps	No's									2	2
MCC's	No's									2	2
ACPs	No's									25	25
AHU's	No's	1	5	6	5	4	4				25
MAHU's	No's	7	5	4	1	6					23
FCU's	No's	17	3	12	63	45	31				171
Split Unit	No's										60
Exhaust Fans	No's	3	10	11	9	11	5				49

1.9. **Shift Time**

Shift	Time	Remarks
General Shift	8:00 AM to 4:30 PM	Plant in charge
Morning shift	8:00 AM to 4:00 PM	Supervisor & other Staff
Evening Shift	2:00 PM to 10:00 PM	Supervisor & other Staff
Night Shift	10:00 PM to 8:00 PM	Supervisor & other Staff

1. KEY PERFORMANCE INDICATORS

- i. The Service Provider's performance of operation, maintenance and services shall be evaluated by means of key performance indicators ("KPIs"). Failure to comply with KPIs ("**Failure Events**") shall lead to the application of performance deduction as per the below table ("**Performance Deduction**"):
- ii. The Service Provider shall, pay the Liquidated Damages depending on its performance in achieving the agreed performance regime as measure during course of the Contract.
- iii. The Liquidated Damages for failure to achieve Key Performance Indicators (KPI) parameters will be implemented in accordance with Key Performance Indicators.
- iv. The Liquidated Damages is the final and full remedy of the PIC-MTI for the Service Provider failure to achieve the KPI targets, and such Liquidated Damages shall be deemed to have offset any breach whatsoever due to the lapses/deficiencies in performance.
- v. Any breach of defined service levels will entail Liquidated Damages which shall not exceed 10% of the monthly payments to be paid under the Agreement/Contract to Service Provider.

1.1 The Penalty clause includes:

Sr. No	KPI	Failure Event	Performance Deduction Percentage
1	Prevention of Severe Accidents	Accident involving Equipment and software due to the Service Provider fault or malfunctioning of equipment resulting in death or severe physical injury of a patient or other person (Severe Accident)	10% per occurrence
2	Prevention of Material Accidents	Accident involving Equipment and software due to the Service Provider fault or malfunctioning of equipment resulting in minor physical injury of a patient or other person or material damage to the PIC-MTI assets (Material Accident)	5% per occurrence

Sr. No	KPI	Failure Event	Performance Deduction Percentage
3	Prevention of strikes	Number of operating minutes in which the Service Provider or its staff did strike and shutdown system partially or fully	5 % per incident which continue for more than 20 minutes plus loss of passenger revenue (if any)
4	Safeguarding of operational data	Some operational data irrecoverably lost	1% per occurrence
5	Repetition of issues	Occurrence of same issues by more than 10 times in the same month in same or multiple equipment	3 % per occurrence
6	Transparent self-reporting	False or misreporting of monthly operations report	2 % per occurrence
7	Dragnet clause	Any act/instance that is non-conforming or a violation of Contract , Operation Specification Schedule, Rules or Regulations of PIC-MTI, Instructions given by the PIC-MTI or violation of Protocol unless covered by another KPI	1 % per occurrence
8	Proper Uniform	If the personnel working are not found in proper uniform and displaying their photo identity card.	Rs: 500/- per day per staff
11	Frequently occurred violations	Occurrence per violation listed in table below (Failure Event), unless covered by another KPI Note: This Liquidated Damages will be only applicable, if any other Liquidated Damages is not applicable under the Agreement/Contract	0.5% per occurrence

- a) **Frequently occurred violations.** The table below defines the frequently occurred violations that are covered in the KPIs.

Sr.No	Failure Event
1	Late arrival of staff at duty station as defined by PIC-MTI in 1.9 shift time (Per person per day)
2	Staff not available in the duty station (Per person per day)

Sr.No	Failure Event
3	Lazy work by staff/smoking at stations (per occurrence per person)
4	Staff seen spitting (per occurrence)
5	Not attending/responding within 01-hour complaints received on complaint management system or share through other mechanism devised by PIC-MTI (calculated per day)
6	Reports in required format are not provided (calculated per month per report)
7	Late or non-submission of required report at start of the month (calculated per day) or date specified by PIC-MTI
8	Absence of the staff at designated points for more than 20 minutes (calculated per occurrence)
9	Failed to inform malfunctioning Equipment (per occurrence)
10	Delay of repair to PIC-MTI property in PIC-MTI prescribed time caused by Service Provider (In addition to cost recovery of asset) (calculated per day)
11	Misuse of PIC-MTI infrastructure (per instance).
12	Non-availability of online attendance of staff assigned to stations (calculated per day)
13	Failure of any equipment or subsystem or fail to maintain system accordance with standards and specification (calculated per day per equipment)
14	Refusal or failing to provide information prescribed in the Agreement (per instance)
15	Misuse of Utility Connections or their wastage (In addition to cost recovery from Service Provider)
16	Emergency not reported to PIC-MTI within 15 (fifteen) minutes of its occurrence
17	Personnel does not adhere to code of conduct or misbehaves with PIC-MTI staff, other Service Provider Staff or its own staff (PIC-MTI can suggest the Service Provider to take punitive actions or terminate the employment of such responsible employees in addition to Liquidated Damages)
18	Execute works without precautionary measures for patient/general public safety or without permission of PIC-MTI (per instance)
19	Not meeting the KPI percentage set by PIC-MTI

APPENDIX-B – CHARGES

1. For each Month (m), the Service Provider shall be entitled to a payment (Monthly Payment) / Charges. The Charges / Monthly Invoice inclusive of all Taxes on Services are PKR.....

Purchase officer (QZ)
PIC-MT Peshawar

Asst Manager Purchase
PIC-MTI Peshawar

Manager Material Management
PIC-MTI Peshawar

HVAC Engineer
PIC-MTI Peshawar

Manager Building & Facilities
PIC-MTI Peshawar

Manager Bio-Medical
PIC-MTI Peshawar

Director Building & Facilities
PIC-MTI Peshawar

Director Finance
PIC-MTI Peshawar

Hospital Director
PIC-MTI Peshawar

Medical Director
PIC-MTI Peshawar