



**PESHAWAR INSTITUTE OF CARDIOLOGY
(MTI)
REQUEST FOR PROPOSAL
FOR
HIRING SERVICE FOR OPERATION AND MAINTENANCE
OF HVAC SYSTEM AT PIC-MTI PESHAWAR**

PIC-059

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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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 7.4.2.

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.

Net Worth means total assets minus total liabilities.

Procurement Rules means the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules of 2014.

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

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.

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.

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 6(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 29th, 2022 at 10:00 AM
Closing/Last submission/Opening	Dec 13th, 2022 time 11:00 AM
Tender Opening	Dec 13th, 2022 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 is 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 (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. Bids will be rejected if the Bid is in some way connected with bids submitted under names different from his own.

3.4.5. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.

3.4.6. 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.

3.4.7. 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.

3.4.8. 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

- 3.5.1. 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-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:
 - a. 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
 - b. Proposed amendments to the instructions or procedure would be of such magnitude and substance that a new Bidding Process would be desirable.
- 3.5.3. 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:
 - a. No Proposals have been submitted;
 - b. 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
 - c. The Winning Service provider refuses to sign the Service Agreement in the form offered by Peshawar Institute of Cardiology PIC-MTI.
- 3.5.4. 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 **Error! Reference source not found.**7. 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.**7. 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 called by Peshawar Institute of Cardiology PIC-MTI.

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
- b. One (1) readable flash drive containing an electronic copy of Technical Proposal document, in either Microsoft Word (.doc) or Portable Document Format (.pdf) format.

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 (**Proposal Submission Deadline**) 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.

5. BID SECURITY

- 5.1. Bid security @ 500,000/- in favor of “Hospital Director PIC Hospital” should be kept sealed in the financial proposal.
- 5.2. Bid security of the successful bidder shall not be released and will consider as a performance security till the compilation of contract.
- 5.3. The bid security may be forfeited:
- I) If a Bidder withdraws its bid during the period of bid validity as specified in this RFP; or
 - ii) In the case of a successful Bidder, if the Bidder fails to sign the contract.

If the first lowest evaluated responsive bidder doesn't comply with section 5.3 (ii) above than the next lowest evaluated responsive bidder may be award the contract.

6. 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.
Loan or credit or Project allocation number.	Budget allocated by Government Khyber Pakhtunkhwa to Peshawar Institute of Cardiology.
Name of Project.	Hiring Service for Operation and Maintenance of HVAC System At PIC-MTI Peshawar: PIC-059
Name of Contract.	Hiring Service for Operation and Maintenance of HVAC System At PIC-MTI Peshawar: PIC-059
Name of Procuring agency.	Peshawar Institute of Cardiology, Medical Teaching Institution. Peshawar.
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>500,000/-</p> <p>Bid security shall be submitted to the amount of 500,000/- in shape Call Deposit Receipt (CDR) from the account of bidder from scheduled bank of Pakistan in the name of Hospital Director Peshawar Institute of Cardiology.</p> <p>The Bid security shall be forfeited:</p> <p>If a bidder withdraws his bid during the period of bid validity; or If a bidder doesn't accept the correction of his Bid Price, pursuant to Para above; or In the case of a successful bidder, if he fails to: Sign the contract agreement</p>

Bid validity period.	120 days from the date of opening of bids
Duration of Contract	Total 2 Year 6 months' probation After 2 years the contract may be extendable after mutual consent of both parties.
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
IFB title and number.	Hiring Service for Operation and Maintenance of HVAC System At PIC-MTI Peshawar: PIC-059
Deadline for bid submission.	November 29th, 2022 at 10:00 AM
Pre-Bid meeting with the bidders	Dec 13th, 2022 time 11:00 AM
Time, date, and place for bid opening.	Dec 13th, 2022 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 in writing, only for clarification regarding the received documents in the bid; however, no change 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.
One option only. Delivery schedule. Relevant parameters in accordance with option selected:	Not Applicable

Deviation in payment schedule. Annual interest rate.	Not Applicable
Cost of spare parts.	Not Applicable
Spare parts and after sales service facilities in the Procuring agency's country.	Not Applicable
Operating and maintenance costs.	Not Applicable
Performance and productivity of equipment.	Not Applicable
Details on the evaluation method or reference to the Technical Specifications.	As in section on Technical Evaluation of bids.
Specify the evaluation factors.	Not Applicable

6.1. 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.

- 6.1.1. Each bidder must have valid registration by PEC.
- 6.1.2. Each bidder must have valid PEC Registration with specialization Code ME-01.
- 6.1.3. The bidder must be registered with Income, reflected as Active Tax Payer on the list of FBR.NTN.
- 6.1.4. The bidder must be registered with Khyber Pakhtunkhwa Revenue Authority (KPRA), reflected as Active Tax Payer
- 6.1.5. Bidder applying for the contract must have complete rights and understanding of the BMS system installed in HVAC plant PIC, as successful bidder will be expected of performing all types of trouble shooting in existing BMS.
- 6.1.6. The bidder must have maintained at least 3 projects of similar nature (Absorption System Minimum 2000 Tons) in 3 different organizations. (Performance certificate/work order/award letter/ contract agreement should be attached)
- 6.1.7. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- 6.1.8. 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.
- 6.1.9. Bidders must quote for the complete scope of works/Services. Any bid covering partial scope of work/services will be rejected as non-responsive,

6.1.10. 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:

- i) the Proposal is received by the Proposal Submission Deadline;
- ii) the Proposal contains all the information (complete in all respects) as requested pursuant to this RFP; and
- iii) the Proposal does not contain any condition or qualification(s).

6.1.11. 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.

6.2. Evaluation Criteria

- 6.2.1. Peshawar Institute of Cardiology PIC-MTI shall evaluate the Technical Offers in accordance with the following criteria:
- 6.2.2. 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
	<p><u>PROJECT DEDICATED</u></p> <p>List of Skilled Staff members (Full Time)</p> <p>(Qualifications & Experience)</p> <p>Technical Staff Working with the Bidding Firm for ATLEAST 05 Years (Job Proof)</p>	<ol style="list-style-type: none"> 1. Engineer (Mechanical/Electrical) 2. Plant Supervisors (DAE Mechanical) 3. HVAC Technicians (DAE Mechanical) 4. Chiller Operators (DAE Mechanical) 5. Electricians (DAE Electrical) 6. BMS Technicians (DAE Electrical) 7. BMS Operators (DAE Electrical) <p>(Degree should be attached)</p>	<p>4</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p>
2	Relevant Experience with Institutes		14
	<p>Experience in O&M of Projects of Same Nature/Quantum i.e. (Minimum 1500RT or Above will be considered) (Provide W/O, Satisfactory Certificates etc.)</p>	<ol style="list-style-type: none"> 2 Institutes 4 Institutes 6 Institutes <p>(Performance certificate /work order should be attached)</p>	<p>5</p> <p>5</p> <p>4</p>
3	Relevant Experience in Years		10
		<p>Less than 2 years' experience</p> <p>2.1 to 3 years' experience</p> <p>3.1 to 4 years' experience.</p> <p>4.1 to 5 years' experience</p> <p>More than 5 years' experience</p> <p>(Performance certificate /work order/contract Agreement should be attached)</p>	<p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p>
4	Financial Capabilities		20
	<p>Turnover in Millions</p> <p>Audit Report Should be attached</p>	<ul style="list-style-type: none"> • 1-20 million • 21-40 million • 41-70 million 	<p>3</p> <p>3</p> <p>4</p>

		<ul style="list-style-type: none"> 71- 100 million 101 million and above 	5 5
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 	02 03
		(List should be attached on the Bidder Letter head)	
	Total Marks		70
	Qualifying Marks		49

1. 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.	

7. GENERAL MATTERS

7.1. Responsibility of Service providers

7.1.1. 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.

7.2. Confidentiality

7.2.1. 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.

7.2.2. 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.

7.2.3. 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.

7.3. Proprietary Data

7.3.1. 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.

7.3.2. 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.

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

7.4. Fraud and Corruption

7.4.1. 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 PPP or Public-funded contract, observe the highest standard of ethics during the procurement and execution of such contracts.

7.4.2. 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.

7.5. **Governing Law and Rules**

7.5.1. 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	Unit	Total Price for twelve (12) months
1.	Monthly Service charge offered by the service provider to Peshawar Institute of Cardiology PIC-MTI 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)	Monthly charges	

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 _____ 2022

8. **INVITATION FOR BIDS**

REF No. PIC-059

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 Bidders, as mentioned in RFP) registered with Income Tax, Sales Tax and Khyber Pakhtunkhwa Revenue Authority (KPRA) 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)/Bank Guarantee from schedule bank of Pakistan in favour of Hospital Director. Peshawar Institute of Cardiology.

Sr.No	Project Name	Procurement Process	Bid Security
1	Hiring services for Operation & Maintenance of HVAC System.	Single Stage Two Envelope	500,000
2	Monitoring and Analysis of Environmental tests (Air, water, stack emissions)		50,000

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.
5. A complete set of Standard Bidding Document may be downloaded by interested Bidder from websites of Peshawar Institute of Cardiology (PIC-MTI) (<http://pic.edu.pk>) 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 29, 2022 at 10:00 AM (PST) at the office of the Manager Material Management, 1st floor OPD block, 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 block, Peshawar Institute of Cardiology (PIC-MTI). on or before December 13, 2022 at 11:00 AM (PST).
10. Bids shall be opened on the same day at 11:30 PM (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) (<http://pic.edu.pk>) 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.

9. 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.

10. PAYMENT:

- a. No advance payment will be permissible.
- b. Monthly payment will be made on performances basis and by the recommendation of Director/Manager Building & Facilities & HVAC Engineer PIC-MTI.

**CONTRACT FOR OPERATION AND MAINTENANCE OF HVAC SYSTEM IN PESHAWAR
INSTITUTE OF CARDIOLOGY**

Between

**HOSPITAL DIRECTOR PESHAWAR INSTITUTE OF CARDIOLOGY PIC-MTI
5-A, SECTOR B-3, PHASE-V, HAYATABAD, PESHAWAR, KP, PAKISTAN**

And

[SERVICE PROVIDER]

Date: **xx.xx 2022**

DRAFT
CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made on the ____ day of ____ 2022 between, on the one hand **HOSPITAL DIRECTOR PESHAWAR INSTITUTE OF CARDIOLOGY PIC-MTI 5-A, SECTOR B-3, PHASE-V, HAYATABAD, PESHAWAR, KP, PAKISTAN** (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns)

and,

on the other hand, M/S xxxxxxxxxxxxxxxxxxxxxxxxx (hereinafter called the "Service Provider" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Client has requested the Service Provider to provide certain services such as OPERATION AND MAINTENANCE OF HVAC SYSTEM IN PESHAWAR INSTITUTE OF CARDIOLOGY PIC-MTI PIC-059 as defined in the Contract attached to this Contract (hereinafter called the "Services"); And
- (b) the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents shall be deemed to form an integral part of this Contract:
 - (a) Terms and Condition;
 - (b) Award Letter;
 - (c) the After Pre-bid Request for proposal (RFP);
 - (d) The financial proposal;
 - (e) Annexure- A (Operation Specification Schedule)
 - (f) Annexure-B (Key Performance Indicators KPI)
- 2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

Hospital Director

M/s xxxxxxxxxxxxxxxxxxxxxxxxx

Peshawar Institute of Cardiology

address: xxxxxxxxxxxxxxxxx

PIC-MTI

Witness

(Witness. 01 Service Provider)

Signatures_____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

Witness

Witness .02 Service Provider

Signatures_____

Signatures _____

Name _____

Name: _____

Title _____

Title: _____

(Seal)

Terms and Condition

1. Appointment of Service Provider

1.1 Appointment

1.1.1 PIC-MTI signing this Agreement shall indicate its appointment of the Service Provider to provide the Services. Such appointment shall only be effective as of the Effective Date.

1.1.2 The Service Provider hereby accepts the appointment by PIC-MTI and agrees to provide the Services in accordance with the terms and conditions of this Agreement.

1.2 Commencement of the Services/Duration

1.2.1 The Service Provider shall provide the Services from the Commencement Date until the Termination Date.

1.2.2 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 Two (02) year commencing from the Commencement Date. After Two (02) year, Agreement may be extended year-on-year basis subject to satisfactory performance and approval of PIC-MTI upto three (03) years.

2. Performance Security/Guarantee

2.1 The Bid Security of the Service Provider shall not be released until the Service Provider has fulfilled all its obligations under the Agreement. The Bid Security of the Service Provider shall consider as performance security.

2.2 Subject to the fulfilment by the Service Provider of all of its obligations under this Agreement, the Performance Security shall be released by PIC-MTI within thirty (30) days after expiration of contract.

3. Payment for Services

3.1 Payment to the Service Provider for the provision of the Services shall be made monthly on performances basis and by the recommendation of Director/Manager Building & Facilities & HVAC Engineer PIC-MTI.

3.2 PIC-MTI shall be entitled to set off against any amounts payable to the Service Provider, any amount which may be due by the Service Provider to PIC-MTI.

4. Tax

4.1 To the extent that the Services or any additional activities and/or services offered by the Service Provider pursuant to this Agreement are taxable, the Service Provider agrees to bear all Applicable taxes, charges, duties and/or tariffs by itself and, upon request from PIC-MTI, provide proof that such obligations have been satisfied in full.

PART B - THE EQUIPMENTS

5. The Equipment

5.1 HVAC

5.1.1 The Equipment shall be handed over to the Service Provider at PIC-MTI Buildings with details within one (01) week of Commencement.

5.1.2 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.

5.1.3 Legal title to and ownership of the Equipment (including all associated tools and equipment) shall remain with PIC-MTI.

5.1.4 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.

6. Delivery, Care and Ownership of the Equipment

- 6.1 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.
- 6.2 The Equipment shall be properly maintained by the Service Provider in accordance with the manufacturer's standards and/or requirements.
- 6.3 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.
- 6.4 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 C - SERVICE PROVIDER RESPONSIBILITIES

7. General Obligations – Equipment and Operations

- 7.1 Service Provider shall refer to O&M (Operation and Maintenance) manuals of HVAC equipment's for performing maintenance and upkeep work and follow instructions.
- 7.2 The Service Provider shall abide by all the terms, rules and regulations in accordance with this Agreement and the Applicable Law.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.

- 7.7 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.
- 7.8 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.
- 7.9 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 contractor staff.
- 7.10 The Service Provider shall submit reports for modification in equipment or processes to improve the performance of system for smooth operation.
- 7.11 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.
- 7.12 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.
- 7.13 The Service Provider shall record the temperature on each floor at different location at least twice daily.
- 7.14 The Service Provider shall ensure round the clock 24/7 support including on Saturdays, Sundays and other holidays.
- 7.15 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.
- 7.16 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.
- 7.17 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.
- 7.18 The Service Provider must provide accommodation for his staff near to the hospital.
- 7.19 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.
- 7.20 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.

- 7.21 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.
- 7.22 The Service Provider shall be responsible for the medical and accidental insurance of its staff, payment of all dues like Social Security, EOBI. 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.
- 7.23 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.
- 7.24 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.
- 7.25 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.
- 7.26 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.
- 7.27 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.

8. Operations and Maintenance of the Equipment

- 8.1.1 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.
- 8.1.2 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.
- 8.1.3 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.
- 8.2 Temporary interruptions, delays or deviation from Services
 - 8.2.1 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.

- 8.2.2 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.
- 8.2.3 The Service Provider shall inform PIC-MTI immediately of any proposed cancellation of any Services pursuant to clause 8.2.1(a) and/or clause 8.2.1(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.
- 8.3 Compliance with standard operating and control procedures and requirements
- 8.3.1 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.
- 9. Employment**
- 9.1 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.
- 9.2 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.
- 10. Incident Reporting**
- 10.1 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.
- 10.2 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.
- 10.3 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.
- 11. Other responsibilities**
- 11.1 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.
- 11.2 The Service Provider shall at its own cost comply with all labor, employment, occupational health and safety regulations and standards applicable to the Services.

PART D - MAINTENANCE OF EQUIPMENT

12. General Obligations

- 12.1 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:
- 12.1.1 be liable for any damage caused to the Equipment in accordance with its obligations under this Agreement; and
 - 12.1.2 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.

13. Maintenance

- 13.1 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.
- 13.2 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.
- 13.3 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.

14. Spare Parts

- 14.1 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.
- 14.2 Unless expressly agreed otherwise, the Service Provider shall be responsible for the provision of all spare parts required for the performance of the Services.

15. Tools and equipment

- 15.1 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 F – LIQUIDATED DAMAGES

16. Liquidated Damages

- 16.1 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.
- 16.2 The Parties agree that the amounts specified in this clause 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 The maximum amount of Liquidated Damages that may be imposed on the Service Provider in any given month is as indicated below.

PART H - FORCE MAJEURE, NECESSARY ACTION, BREACH, TERMINATION AND DISPUTE RESOLUTION

17. Force Majeure

- 17.1 If either Party is prevented in whole or in part from discharging its obligations pursuant to this Agreement as a result of an Event of Force Majeure, such Party shall, as soon as reasonably practicable, notify the other Party accordingly. The aforementioned notice shall contain the following information:
 - 17.1.1 the obligations which are affected and the extent to which the relevant Party cannot perform those obligations;
 - 17.1.2 a detailed description of the Event of Force Majeure;
 - 17.1.3 an estimate of the time period which the Event of Force Majeure is envisaged to continue; and

- 17.1.4 the measures proposed to be adopted to remedy or minimise the effects of and costs arising from the Event of Force Majeure. If the Service Provider is the Party prevented from discharging its obligations as a result of the Event of Force Majeure and PIC-MTI is of the opinion that the measures proposed are not adequate, it shall advise the Service Provider by Service Notice. Such Service Notice may propose alternate or additional measures which in the opinion of PIC-MTI may curtail the Event of Force Majeure and/or the costs arising therefrom. Notwithstanding the provisions of this clause 17.1.4, the Service Provider shall be obliged to take all proactive steps as may be reasonably possible in anticipation of Events of Force Majeure so as to enable the Service Provider to mitigate the financial effects thereof, including but not limited to, the entering into of appropriate contractual arrangements with its Employees.
- 17.2 The Party prevented from discharging its obligations pursuant to this Agreement as a result of an Event of Force Majeure shall:
- 17.2.1 use all reasonable endeavours to remedy or minimise the effects of the Event of Force Majeure; and
- 17.2.2 take all reasonable and necessary steps available to it as contemplated in clause 17.1.4 to mitigate any loss suffered by such Party or the other Party or any passengers as a result of that Party's failure to discharge its obligations pursuant to this Agreement.
- 17.3 In the event that an Event of Force Majeure affects the Service Provider's ability to perform any of its obligations under this Agreement and to the extent that the Services, or any part thereof, are suspended, the Service Provider shall not be entitled to claim payment from PIC-MTI for such suspended Services, or any additional costs incurred by the Service Provider as a result of the Event of Force Majeure or in relation to any steps taken by the Service Provider in mitigating the effects of the Event of Force Majeure.
- 17.4 In the event that the Service Provider is the Party affected by an Event of Force Majeure, PIC-MTI may, in response to the notice issued by the Service Provider in accordance with clause 17.1, issue a Service Notice to the Service Provider indicating any part of the Services which should nonetheless be performed by the Service Provider for the period during which the Event of Force Majeure subsists.
- 17.5 If an Event of Force Majeure no longer prevents the Service Provider from performing its obligations under this Agreement, the Service Provider shall be entitled to a reasonable period, taking into account the extent to which it has wound down its operations during the period of Force Majeure, to re-establish the Services in compliance with its obligations under this Agreement.
- 17.6 If an Event of Force Majeure continues uninterrupted for more than one hundred eighty (180) days and continues to prevent a Party from performing all of its obligations under this Agreement, either Party shall be entitled to terminate this Agreement upon fourteen (14) days' notice to the other Party, provided that before doing so the Parties shall first have met to find a mutually satisfactory solution for remedying such Event of Force Majeure and no Party shall terminate this Agreement unless the Parties are unable to agree on a solution.
- 17.7 Neither Party shall have any liability to the other in respect of the termination of this Agreement as a consequence of an Event of Force Majeure or as a result of any failure to carry out any of its obligations hereunder resulting from an Event of Force Majeure.

18. Breach and Termination

- 18.1 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.
- 18.2 For purposes of this Agreement, a material breach shall include but not be limited to the foregoing if the Service Provider:
- 18.2.1 fails to provide or maintain the Performance Security; or
 - 18.2.2 at any time, is Financially Distressed; or
 - 18.2.3 in the opinion of PIC-MTI, commits a Prohibited Act; or
 - 18.2.4 makes a compromise with its creditors or an assignment in favour of its creditors; or
 - 18.2.5 agrees to carry out this Agreement under the supervision of a committee representing its creditors; or
 - 18.2.6 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
 - 18.2.7 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
 - 18.2.8 has judgment of a material nature taken against it likely to affect the Service Provider's status as a going concern and fails to satisfy or apply to have the same set aside within seven (7) days of becoming aware thereof; or
 - 18.2.9 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
 - 18.2.10 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
 - 18.2.11 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
 - 18.2.12 violates or attempts to violate any Applicable Law or otherwise commits any criminal act; or
 - 18.2.13 enters into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from formally responding to PIC-MTI's calls for proposals or the entering into of any negotiations with PIC-MTI in relation to this Agreement; or
 - 18.2.14 Abandons, suspend services or otherwise repudiates the Services or any of its obligations under this Agreement; or
 - 18.2.15 incurs Liquidated Damages equal to or exceeding the maximum amount of Liquidated Damages as indicated below consecutively for few months.
- 18.3 **If PIC-MTI:**
- 18.3.1 commits a material breach of this Agreement (other than a breach of payment obligations) and fails to remedy the breach within ten (10) Business Days after receipt from the Service Provider calling upon it to do so; or

18.3.2 commits a breach of any payment obligation in accordance with this Agreement and fails without justification to make payment within thirty (30) Business Days after receipt from the Service Provider of a notice calling upon it to do so,

then the Service Provider shall be entitled, in addition to and without prejudice to any other right it may have under Applicable Law or under the terms of this Agreement, to seek specific performance of the terms of this Agreement or to terminate this Agreement upon sixty (60) days' notice to PIC-MTI and in either event, to recover such costs, losses and damages as it may have sustained.

18.4 In the event of termination of this Agreement:

18.4.1 PIC-MTI shall be entitled to immediately take possession of all Equipment and Service Provider shall transfer other assets required for the performance of the Services to PIC-MTI; and

18.4.2 PIC-MTI may immediately appoint auditors to check and verify all relevant books, records and other data of the Service Provider and the Service Provider shall give full cooperation in that regard and make all such information available to PIC-MTI on request.

19. Dispute resolution

19.1 Disputes

19.1.1 For the purposes of this clause 19, the term "dispute" shall be interpreted in its widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of this Agreement, the carrying into effect of this Agreement, the interpretation or application of the provisions of this Agreement, the Parties' respective rights and obligations in accordance with and arising out of this Agreement or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of this Agreement.

19.1.2 Save as otherwise provided for in this Agreement, any dispute between the Parties arising in connection with this Agreement shall be resolved in accordance with the provisions of this clause 19.

19.2 Resolution by Hospital Director

19.2.1 Any dispute arising in connection with this Agreement may be referred by either Party to the Hospital Director of the Service Provider and the Hospital Director of PIC-MTI (or such other senior executives as the relevant Parties may determine) who shall attempt to resolve the matter within ten (10) Business Days of the dispute being so referred to them or within such other time as may be agreed between the Parties.

19.3 Arbitration

19.3.1 If the Parties are unable to resolve the dispute pursuant to clause 19.2, either Party shall be entitled to refer a dispute to arbitration in accordance with this clause 19 by notifying the other Party in writing of its intention to do so.

19.3.2 The arbitration proceedings shall be carried out under the procedures, rules and regulations of Arbitration Act, 1940 and its successors, and such procedures, rules and regulations shall be deemed to be incorporated into this clause 19.3 by reference. Any such arbitration shall be subject to the Applicable Law.

PART J - FINAL PROVISIONS

20. Addresses and notices

20.1 The Parties choose for the purposes of this Agreement the following addresses:

20.1.1 Peshawar Institute of Cardiology PIC-MTI, 5-A, Sector B-3, Phase-V, Hayatabad, Peshawar:

20.1.2 The Service Provider: [•].

- 20.2 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 20.1 and it chooses that address for all purposes under this Agreement.

21. Change in Law

- 21.1 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.
- 21.2 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.

22. Confidentiality

- 22.1 Each Party shall at all times keep in confidence the Confidential Information of the other Party which it may acquire for the purposes of or in connection with this Agreement (whether prior to or after the Commencement Date) and shall not use or permit the use of such Confidential Information and shall procure that its employees shall not use the Confidential Information, for any other purpose and shall not disclose such Confidential Information to any third party.
- 22.2 Notwithstanding clause 22.1, a Party may disclose the Confidential Information of the other Party to such former Party's employees or Authorised Representatives to the extent that such employees or Authorised Representatives need to know the Confidential Information and shall ensure that such employees or Authorised Representatives are aware of and comply with, the confidentiality obligations contained in this clause 22.2.
- 22.3 Each Party shall take all such steps as may be reasonably necessary to prevent the Confidential Information of the other Party from falling into the hands of an unauthorised third party.
- 22.4 The Service Provider shall not make any comments to the media relating to this Agreement and any related matter nor shall it respond to any queries from the media without the prior written approval of PIC-MTI.

Annexure- A

1. Definitions

1.1. 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. **“Authorised Representatives”** means persons authorised 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 relationship of the Disclosing Party with its customers and suppliers; or
- c. relating to the contents of this Agreement and any other information received pursuant to this Agreement,

but excludes information which:

- a. constitutes an Operational Data; or
- b. is required to be disclosed under any law or regulation, or by any Regulatory Body, including any stock exchange on which a Receiving Party may be listed, provided that the Receiving Party in question shall first consult with the Disclosing Party before making any such disclosure, statement or announcement; or

- c. in the public domain or enters into the public domain in any way, provided that the entry of such information into the public domain did not entail a breach of this Agreement by the Receiving Party; or
- d. the Receiving Party can show it was within its possession or knowledge, such information being in its use or having been recorded in its files, computers or other recording media, prior to receipt thereof from the Disclosing Party and which information was not previously acquired by the Receiving Party under any obligations of confidence or unlawfully; or
- e. is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- f. was disclosed by the Disclosing Party to a third party without restriction on disclosure or use, including without limitation, by way of a patent specification; or
- g. is hereafter disclosed or made available in good faith to the Receiving Party from a source other than the Disclosing Party, without breach by the Receiving Party of any obligation of confidentiality or non-use owed to the Disclosing Party or without breach by such other source who, to the knowledge of the Disclosing Party, is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; or
- h. is developed independently by the Receiving Party without reference to the Confidential Information;

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;

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;

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 Operational Specifications Schedule and in accordance with clause 16 or otherwise paid by the Service Provider to TPC;

1.1.18. **“Month”** or **“Monthly”** means a calendar month;

1.1.19. **“Operational Specifications Schedule”** means the schedule annexed hereto as Annex B;

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;

Annexure B

OPERATIONAL SPECIFICATIONS SCHEDULE

1. OPERATOR/SERVICE PROVIDER 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	MONTH LY	QUARTER LY	YEARL Y
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	MIN REQUIRED
HVAC Plant In-charge	BE/B.Sc. (Engineering) 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	03
Chiller Operator	Diploma/certificate in Mechanical and 03-year experience in operation & maintenance of Chillers.	04
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 Mechanical/ with minimum 2 Year experience in BMS/Controls Operation & Trouble Shooting	02
Split AC technician	Diploma/certificate with 3 Year experience in relevant field.	01
HVAC Helpers	Matric with 01-year experience in maintenance of HVAC system.	05

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

Description	Unit			QUANTITY							
		Basement	Ground	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



Annex C

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	<p>Occurrence per violation listed in table below (Failure Event), unless covered by another KPI</p> <p>Note: This Liquidated Damages will be only applicable, if any other Liquidated Damages is not applicable under the Agreement/Contract</p>	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)
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)

Sr.No	Failure Event
16	Emergency not reported to PIC-MTI within 15 (fifteen) minutes of its occurrence
17	<p>Personnel does not adhere to code of conduct or misbehaves with PIC-MTI staff, other Service Provider Staff or its own staff</p> <p>(PIC-MTI can suggest the Service Provider to take punitive actions or terminate the employment of such responsible employees in addition to Liquidated Damages)</p>
18	Execute works without precautionary measures for patient/general public safety or without permission of PIC-MTI (per instance)



SCHEDULED OF PRICE

(Summary of Bid Price)

S.No	Description	Unit	Rate per month with taxes (PKR)	Total amount with taxes (PKR)
1	Operation and Maintenance of HVAC System at PIC- MTI Peshawar	Per month		

Amount In Words (_____)



Signature and stamp