# PROJECT MANAGEMENT UNIT PRIMARY AND SECONDARY HEALTH DEPARTMENT GOVERNMENT OF PUNJAB

BID REFERENCE NO: PMU/P&SHD/OS/JS/02-02/2018-20



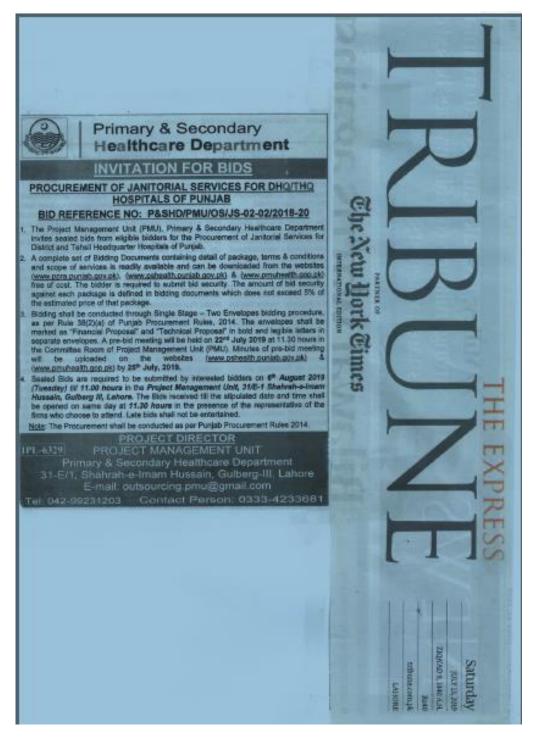
Primary & Secondary Healthcare Department

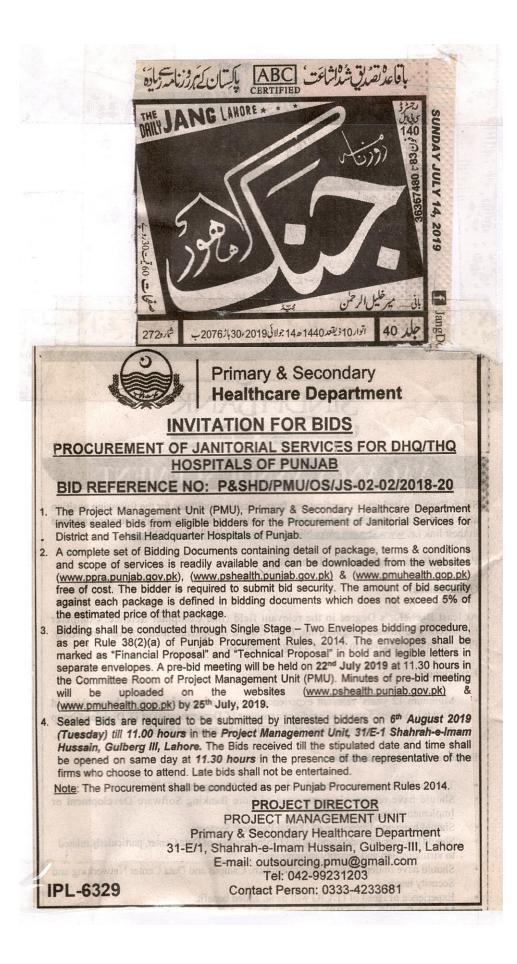
# **Bidding Documents**

# PROCUREMENT OF JANITORIAL SERVICES FOR DHQ/THQ HOSPITALS OF PUNJAB

(YEAR 2019 - 20)

# 1 Invitation to Bid





# 2 Introduction

Project Management Unit (PMU), Primary & Secondary Healthcare Department (P&SHD) requires firms to provide Janitorial Services for **24 Hours a day (365 days/ 7 days a week including Sunday & Holidays)** in the entrusted DHQ / THQ Hospitals as mentioned below.

Sr. No	No. of Packages	Name of Hospital	Bid Security PKR
1	Package 1	DHQ Multan	100,000
2	Package 2	THQ Kalurkot	50,000
3	Package 3	THQ Mankera	50,000
4	Package 4	THQ HAROON ABAD.	50,000
5	Package 5	THQ FORT ABBAS.	50,000
6	Package 6	THQ MINCHINABAD.	50,000
7	Package 7	THQ YAZMAN	50,000
8	Package 8	THQ HASILPUR.	50,000
9	Package 9	THQ KHARIAN	50,000
10	Package 10	THQ Pind Dadan Khan	50,000
11	Package 11	THQ PATTOKI	50,000
12	Package 12	THQ KEHROR PACCA	50,000
13	Package 13	THQ KAROR LAL ESAN	50,000
14	Package 14	THQ CHOUBARA	50,000
15	Package 15	THQ Phalia	50,000
16	Package 16	THQ Jatoi	50,000
17	Package 17	THQ Alipur	50,000
18	Package 18	THQ Jalalpur Pirwala	50,000
19	Package 19	THQ JAMPUR	50,000
20	Package 20	THQ LIAQUATPUR	50,000
21	Package 21	THQ SADIQABAD	50,000
22	Package 22	THQ KHANPUR	50,000
23	Package 23	THQ BHALWAL	50,000
24	Package 24	THQ SHAHPUR	50,000
25	Package 25	THQ MURIDKE	50,000
26	Package 26	THQ PASRUR	50,000
27	Package 27	THQ KAMALIA	50,000
28	Package 28	THQ. MAILSI	50,000
29	Package 29	THQ Fort Munroo	50,000
30	Package 30	THQ CHAK JHUMRA	50,000
31	Package 31	THQ TANDILIANWALA	50,000
32	Package 32	THQ Dunya pur	50,000
33	Package 33	City Hospital THQ Talagang	50,000
34	Package 34	THQ Daryakhan	50,000
35	Package 35	THQ Shakargarh	50,000
36	Package 36	THQ CHUNIAN	50,000
37	Package 37	THQ SILLANWALI	50,000
38	Package 38	THQ TALAGANG	50,000
39	Package 39	THQ Dinga	50,000
40	Package 40	THQ SAMBRIAL	50,000

41	Package 41	THQ Sohawa	50,000
42	Package 42	THQ Safdarabad	50,000
43	Package 43	THQ BHERA	50,000
44	Package 44	THQ Kot Sultan	50,000
45	Package 45	THQ Noshehra Virkan	50,000
46	Package 46	THQ KHAIR PUR TAMEWALI	50,000
47	Package 47	THQ Kotli Sattian	50,000
48	Package 48	THQ Ahmed pur Sial	50,000
49	Package 49	THQ ROJHAN	50,000
50	Package 50	THQ Pindi Bhattian	50,000
51	Package 51	THQ KOT MOMIN	50,000
52	Package 52	THQ Lalian	50,000
53	Package 53	THQ Ferozewala	50,000
54	Package 54	THQ Renala Khurd	50,000
55	Package 55	THQ Chowk Azam	50,000
56	Package 56	THQ Major Shabbir Sharif Shaheed Kunjah	50,000
57	Package 57	THQ Mian Mir Lahore	50,000
58	Package 58	THQ Sara-e-Alamgir	50,000
59	Package 59	THQ Thal (Mian Nawaz Shareef ) Layyah	50,000
60	Package 60	THQ Malakwal	50,000

The firm will be required to provide Janitorial Services as per Scope of Work mentioned in the bidding document.

# 3 Instruction to Bidders

## 3.1 General Instructions

- 1. A Bidder/ Service Provider shall be an entity with the formal intent to enter into an agreement or under an existing agreement.
  - The bidder must be an active tax payer. Registration with Punjab Revenue Authority (PRA), National Tax Number (NTN) and General Sales Tax Number with documentary proof is mandatory for bid submission by prospective bidders.
  - A Bidder who has been barred/ blacklisted or disqualified either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an undertaking in this regard.
  - The bidder shall provide all information required in the bidding documents and documents to substantiate its claim for eligibility.
  - Joint Venture is not permissible.
- 2. Interested Bidder who intends to apply for multiple packages shall submit only one Technical Bid but separate Financial Bid for each package applied for.
- The Bid Security shall be submitted in the form of CDR, Demand Draft, Pay Order or Bank Guarantee. The original instrument must be placed in the Financial Bid however a copy of the same shall be attached with Technical Bid.
- 4. At any time prior to the deadline for submission of bids, the Procuring Agency/ Client, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment. Such amendment/response shall be sent to all prospective Bidders that have received the bidding documents, and shall be binding on them.
- 5. The Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.
- For the purpose of preparing the bid, the interested bidders will be allowed to visit the respective hospital to conduct survey and relevant assessments – However, basic details about each Hospital and service timings are mentioned in this document.
- The bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at bidder's risk and may result in rejection of the proposal.

- 8. The offer must be valid for **180 Days** from last date of submission of bids.
- 9. The procuring agency shall evaluate the technical proposal in a manner prescribed ahead in the document, without reference to the price and reject any proposals that do not conform to the specified requirements. The Service Provider shall provide complete detail of relevant personnel i.e., EOBI /Insurance.
- 10. After submission, no amendments in the technical or financial proposal shall be permitted.
- 11. The Service Provider shall have to provide all relevant documents required for qualification. Service Provider shall have to give detail of HR as per enclosed **Appendices**. Deficient documents, claims regarding HR, Supplies / equipment etc. shall not be acceptable.
- 12. After the evaluation and approval of the technical proposal, the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidders, on a time, date and venue announced and communicated to the bidders in advance in the presence of the bidders or their representatives. The financial bids of the technically non-responsive bidders shall be returned un-opened to the respective bidders.
- 13. The quoted prices shall be treated as firm and final in PKR.
- 14. The Bidder shall indicate on the Price Schedule the Unit Prices and Total Package Price of the Human Resource (Janitorial Personnel & Supervisors etc.)
  - a. Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialled.
  - b. Every page is to be signed and stamped at the bottom. The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
  - c. While tendering your quotation, the present trend/ inflation in the rate of services and goods in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of services and goods shall be entertained after the bid has been submitted.
- 15. The Bidder shall submit the Bid including Bid Form and Appendices.

- 16. Financial proposal should be prepared using the formats given in the Bid Form. Financial proposals of only the technically qualified/ responsive bidders will be opened after due notification and procedure as laid down in PPRA Rules.
- 17. Conditional discounts shall not be considered in evaluation.
- 18. The Financial Proposals should contain:
  - a. Covering Letter on Company letter-head
  - b. Human Resource Cost (Janitorial Personnel & Supervisors)
- 19. The award of the contract shall be valid for **One Year** from the date of its signing. However, extension in the Contract for an equivalent period can be made subject to satisfactory performance of service provider as well as mutual agreement/ consent of both parties.
- 20. Intended date of commencement of services will be **15 Days** from the date of award of the Contract.
- 21. The organization must quote the Contract Title and include the following declarations:
  - a. We have examined the information provided in your terms of reference and offer to undertake the work described in accordance with requirements as set out in the TOR.
  - b. The proposal (Technical & Financial) has arrived independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other potential investor invited to submit proposal for this contract.
  - c. We confirm that the enclosed copy of the technical proposal are true and have complete copies of these documents.
  - d. We confirm that all Service Provider will be available to undertake the services.
  - e. We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we are awarded with this contract.
  - f. Subcontracting is not allowed in any case. At the time of the contract the Service Provider shall submit an undertaking on a legal paper, that the firm shall not further sub-contract/sublet services or any part thereof in respect of any hospital to a third party/sub-contractor.
  - g. We confirm that the Service Provider:

- i. Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency or financial standing.
- ii. Have not been convicted of any offence concerning professional misconduct.
- iii. Have not been convicted of corruption including the offence of bribery.
- iv. We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.
- h. I confirm that I have the authority of *[name of Service Provider's company*] to submit proposal and to clarify any details on its behalf.
- During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid as provided in Rule 33 of PPR 2014. The request for clarification and the response shall be in writing, and no change in the prices or substance of bid.

# 3.2 Bidding Method & Evaluation

# **Bidding Method**

According to PPRA rule 38 2(a) Single Stage Two Envelopes Bidding Procedure shall be adopted.

# **Rejection of Bids**

- The Procuring Agency may reject all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to the Bidder who participated in the process seeking the reasons for its bid's rejection, but is not required to justify those grounds.
- Notice of rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

# Performance Guaranty

The successful bidder shall furnish a Performance guarantee in the shape of a Bank Guarantee, CDR or Pay order from a scheduled / recognized bank operating in Pakistan on the format attached at *Appendix-2* equivalent to 5% of the total amount of contract.

## **Bid Evaluation**

- 1. If the technical component achieves 65% points, the bid will be considered technically responsive. The bidders scoring less than 65% will not be considered for financial bid opening.
- 2. Financial bids of technically responsive bidders shall be opened at a date and time fixed and notified in advance to the bidder. The contract may be awarded to the lowest financial bid of the technically qualified bidders (bidders scoring 65% or more in the technical evaluation) subject to reasonability of prices. However, Procuring Agency may reject all proposals as specified in rule 35 of Punjab Procurement Rules, 2014.

## **Technical Evaluation**

The following evaluation factors/ criteria will be employed on **Technical Proposals**.

#### TECHNICAL EVALUATION CRITERIA (KNOCKDOWN CRITERIA)

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

- 1. Eligibility of the Bidder as per ITB Clause 3.1 (1).
- 2. The Service Provider shall have to provide Under Taking of Minimum Wage as per *Appendix-4*.
- 3. The service provider should have undertaken 02 similar projects in last 02 years and each project value should not be less than Rs. 5 million.

#### **RESPONSIVE BIDDER:**

(Bidder complying with all mandatory parameters and obtaining 65% Marks shall be declared as Responsive. Financial Bids of only Responsive Bidders shall be opened)

Service providers needs to get at least 65 marks to qualify for the financial proposal opening. Copies of all the required documents shall be submitted:

SR. NO.	DESCRIPT		MAX MARKS				
1	ISO Certification	ISO Certification					
	Specific Experience (2017-18 & 2018-	19)					
	Specific experience is similar Assignme	ent. For the purpose	e of ranking of				
	the Bidder/ Service Provider, marks will	be awarded as fol	lows				
	3-4 Projects	10 Mai	rks				
2	5-6 Projects	20 Mai	rks				
	7-8 Projects	30 Mai	rks	35			
	9 or above	35 Mai	rks				
	The firm shall submit Work Order/ Co.	ntract / Performan	ce letter as an				
	evidence. Only contract greater than 05	million will be cor	sidered.				
	Personnel and their Insurance/ EOBI	/ PESSI (OR ANY	Y OTHER) of				
	staff:						
3	Documentary proof of Insurance/ EOBI/ PESSI from 10 Marks			15			
5	15-20 No. of Janitorial Staff			15			
	Documentary proof of Insurance/ EOBI/PESSI from 21 15 Marks						
	or above No. of Janitorial	Staff					
	Financial Capability of Bidder:						
	Average Annual Financial turnover for last 03 years10 Marks						
	20-25 Million						
4	Average Annual Financial turnover f	20 Marks	20				
	26-35 Million						
	Annual turnover must be supported by audited financial statements from						
	ICAP registered firms.						
	Project Manager & Two Supervisors with Experience in HR Management						
5	for at least 2 years. Appointment letter & Payroll & Resume will be			10			
	provided against the claimed staff.						
	The Bidder shall provide the details about how to plan and manage the						
6	services specific to the proposal including detail about Human Resource,						
	Goods with brands and proposed method						
	TOTAL SCORE =	= 100					

## Financial Evaluation

The financial evaluation of the bid shall be according to the financial model as FIN.01, FIN.02 & FIN.03. The bidders are required to submit all the three forms. Incomplete bids shall stand rejected.

#### **Redressal of Grievances**

- The Procuring Agency shall constitute a committee, according to Rule 67 of Punjab Procurements Rules 2014, comprising odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur during the procurement process.
- 2. Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of their bid may lodge a written complaint concerning his grievances not later than **10 Days** after the announcement of Bid Evaluation Report.
- 3. The committee shall investigate and decide upon the complaint as per rule 67 of PPR-2014.

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

# **TECHNICAL BID FORM**

{Location, Date}

To:

Project Director, PMU

Primary and Secondary Healthcare Department, Government of Punjab. 31-E/1, Shahra-e-Imam Hussain, Gulberg-III, Lahore.

We, the undersigned, offer to provide the requested services as in accordance with your Bidding document (PROCUREMENT OF JANITORIAL SERVICES FOR DHQ/THQ HOSPITALS OF PUNJAB) BID REFERENCE NO: <u>PMU/P&SHD/OS/JS/02-02/2018-20</u> dated [insert date here] ... We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under a separate envelope.

Total No. of Packages Applied for \_\_\_\_\_

#### Name of Package & Hospital Applied

- a) (Name)
- b) (Name)

We understand that the Client is not bound to accept any Bid that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

# FINANCIAL FORM

{Location, Date}

To:

Project Director, PMU

Primary and Secondary Healthcare Department, Government of Punjab. 31-E/1, Shahra-e-Imam Hussain, Gulberg-III, Lahore.

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

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

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

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

We remain,

Yours sincerely,
Authorized Signature {In full and initials}:
Name and Title of Signatory:
In the capacity of:
Address:
<u>E-</u> mail:

FIN. 01

# JANITORIAL SERVICES FOR DHQ/THQ HOSPITAL\_\_\_\_

Name of Bidder:

Hospital Applied for:

Mailing Address:

Income Tax Registration No.

FBR/PRA Registration No.

Total Amount in Figure (A+B):

Total Amount in words (A+B)

Lowest Determination Factor = Total HR Cost

Sign:

Designation:

Stamp:

# **BREAKDOWN OF COST – HUMAN RESOURCE & SUPPLIES**

Currency for Proposal evaluation will be in Pak Rupee.

Number of Janitorial personnel & supervisor may be increased or decreased as per requirement. However, the approved prices shall remain the same.

The costs should be quoted in PKR. All the costs quoted below shall be fixed and include the management/operations fee. Costs are inclusive of all Federal/provincial Govt. Taxes, Levies, duties etc.

Sr. No.	No. of Supervisor	Cost per Supervisor per month (Inclusive of all applicable taxes)	Total Cost of Supervisors	No. of Janitors	Cost per Janitor per month	Total Cost of janitors per month	No. of Sewer- man	Cost per sewer man per month	Total cost of sewer man per month	Total HR Cost per month	Total HR Cost per Year =Total HR cost per month X 12
1	2	3	4=2x3	5	6	7=5x6	8	9	10=8x9	11=4+7+10	12

The cost to be quoted by the bidder will be purely for evaluation purpose. However, payments shall be made on as per actual basis i.e., on the basis of actual number of human resource deployed and actual work done in the hospital. Payment of deployed Human Resource will be processed in accordance with the attendance marked by the staff through bio metric system or manual attendance (authenticated by hospital administration).

<sup>2</sup>A requisition for deployment of staff for each particular month will be placed by the Medical Superintendent of the concerned hospital before the Project Director, PMU at least 15 days before the starting of a particular month. PMU will subsequently inform the Service Provider for deployment of requested staff accordingly.

<sup>3</sup>The bidder will insert number of staff mentioned at **Appendix-1** 

Per day rate of each HR staff shall be calculated on the basis of monthly rate quoted against each HR staff assuming 30 days in each month and the staff may be hired or relieved on daily basis as per the requirements, at the discretion of Procuring Agency or Hospital Administration.

Α.	HR Cost {Total janitors for bid eval all operative costs, profits and taxes	must be inclusive of				
Sr. #	Description of Staff	No. of Staff	Service period (Months)	Salary per worker per month (Rs.)	Total Cost for 1 Year (Rs.)	
(1)	(2)	(3)	(4)	(5)	(5)x (4) x(3)	
1.	Supervisor		12			
2.	Janitors		12			
3.	Sewer-men		12			
	-	I	1	Sub Total A		
В.	Supplies (Utilities) Cost {H provided in appendix 2 and		e quantities and	d rate list of Su	pplies is	
Sr. #	Description of Supplies	Min Supplies per Month	Unit Cost of supply per month (inclusive of all Taxes). (Rs)	Service period (Months) /Lump Sum	*Total Cost for 1 Year (Rs.)	
(1)	(2)	(3)	(4)	(5)	(4)x(5)x(3)	
1	Furniture dusters		41	12		
2	Disinfectant( phenyl) (2750 ml)		150	12		
3	Air Freshener (350 ml-500 ml)		160	12		
4	Hand wash towels (Medium)		193	12		
5	Flush opener (6" long)		174	12		
6	Wiper 2.5 ft Width		250	12		
7	Hand wash liquid dispenser (High quality)1000 ml	<u> </u>	1044	12		
	Sub Total B					
		<b>Frand Total</b>				

The cost to be quoted by the bidder will be purely for evaluation purpose. However, payments shall be made on as per actual basis i.e., on the basis of actual number of human resource deployed

and actual work done in the hospital. Payment of deployed Human Resource will be processed in accordance with the attendance marked by the staff through bio metric system.

The quantities of supplies in bidding document are just for evaluation purposes and they will not serve as reference to the final award of contract. Quantities may be increased or decreased at the time of Contract finalization. However, payment will be made as per original quantities requested by the hospital administration and subsequently received in hospital.

The bidder shall have to abide by the circular / instructions issued by Punjab Procurement Regulatory Authority (**Appendix-6**). Failing to comply with will result in non-responsiveness of the bidder.

# 4 General Conditions of Contract (GCC)

# 4.1 Approach & Methodology

The Bidder shall explain his plan for performing the Janitorial services as per the terms of the references and overall scope of this document.

# 4.2 Roles & Responsibilities

## 4.2.1 Primary Responsibilities of the Firm

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

- 1. Security Clearance of the staff provided to procuring agency will be the responsibility of Service Provider.
- The service provider shall provide Janitorial Services 24 Hours per day, for the contract period as per the requirement set out in the Service Specific Specifications and relevant to the delivery of desired Janitorial services.
- 3. The firm must abide by the prevailing labour and Janitorial laws including but not limited to Minimum wages, social security and EOBI. The Procuring Agency reserves the right to seek proof if the same is being paid to the personnel, the failure of which can lead to the Termination of the Contract, forfeiture of security money and remaining invoices amounts may be distributed to Janitorial Staff of the firm.
- 4. The firm must provide uniform-kits, shoes, identification cards; personal protective equipment etc. to its entire staff deployed in the hospital and ensure proper maintenance of it. All staff would be required to be in clean uniform at all times.
- 5. The firm / company have to deploy Supervisors as per Appendix-6.
- 6. The contact details of every Supervisor to be provided by the firm / company.
- 7. Ensure 100% staff attendance, required as per contract with client wing.
- The service provider will ensure that the no smoking environment rules in hospital are respected. Violations will attract a fine as per Govt. instruction for each violation.
- 9. The Supervisors shall be employed by the service provider as per requirements of the Procuring Agency. These supervisors are to perform the following roles:

# 4.3 Responsibilities of the Client

- 1. Facilitate the service provider in smooth provision of services.
- 2. Periodical performance monitoring of the service provider through a designated officer.
- 3. Timely payment of service provider invoices after generation of monthly report.
- 4. Provide office space/ storage for equipment and miscellaneous tasks by the Service Provider.

# 4.4 General Guidelines

- In the event of any illness/ injuries resulting from any accident to their staff, the service provider shall take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same without making Procuring Agency a party to it.
- 2. In case of any labour disputes regarding their employees, resolve the same at the earliest to ensure scheduled work is completed satisfactorily and on time.
- No employer employee relationship between staff and facility management staff shall be maintained.
- Ensure that all staff assigned to the offices be adequately immunized against all types of communicable diseases and periodically monitored through health check-ups.
- The services provider shall provide the names, address, age and a fresh medical certificate of the workers to be deployed at the offices well in advance (a week).
- The Procuring Agency reserves the right to direct the service provider for replacement of Janitorial Personnel and the service provider shall be bound to do the same. Non-compliance may result in punitive action against the Service Provider.

#### 4.5 Force Majeure

- For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2. The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected

by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## 4.6 Termination of the Agreement

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

# 4.7 Arbitration and Resolution of Disputes

1. The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- 2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 3. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

# 4.8 Renewal of Contract

- a. The contract between the Procuring Agency and the Service Provider can be extended further up to another one year. The annual renewal shall be based on the following (not limited to) conditions:
  - 1. Mutual consent of both parties
  - Performance review of the service provider duly signed by Medical Superintendent of the Hospital.
  - 3. Approval of Competent Authority.
  - 4. Renewal of the performance security by the service provider.

# 5. Special Conditions of the Contract (SCC)

- The service provider shall be liable to pay compensation for any loss and damage caused to the property of the Procuring Agency or its staff by the Service Provider or its workers. The Service Provider can also partner with an insurance company that will pay to compensate for the damage on behalf on the Service Provider.
- 2. The Service Provider shall be entirely responsible for the conduct of its staff and in case of any complaint against any staff, Service Provider will be under obligation to take necessary action to replace any staff (under the clause of persona non grata) when instructed in writing by the Focal Officer appointed by the client. The Service Provider shall observe all the laws and will responsible for any prosecution or liability rising from breach of labour laws. The Client shall not be responsible for any such action with regard to staff on the rolls of the Service Provider whatsoever.
- 3. In such circumstances when the service provider is unable to provide the required services, the client has the right to withhold payment and procure the services of any other service provider for the same financial amount.

# 6. (Scope of Services/Terms of Reference)

#### **Background:**

The Primary and Secondary Health Department is the key department entrusted by the people of Punjab with responsibility for the health of communities and the population. The Primary and Secondary Health Department delivers promotive, preventive and curative health services from the Primary to the Tertiary Health Care level.

In 2016, the Government of the Punjab launched a landmark initiative to revamp secondary healthcare facilities across the province including 26 District Headquarter (DHQ) Hospitals and 99 Tehsil Headquarter (THQ) Hospitals. The agenda of the above initiatives was based on 6 key reform areas. Outsourcing of clinical and non-clinical services in Secondary Healthcare Establishments was one of these 6 reform areas. There are certain non-clinical facilities in the DHQ and THQ Hospitals for which Project Management Unit (PMU) devised a comprehensive, workable and benefiting pay for performance model. The Janitorial Services was one of the pivotal non-clinical services which was initiated by the Primary & Secondary Healthcare Department.

#### **Contextual information**

#### a. District Head Quarter Hospitals

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

DHQs provides referral care to the patients including those referred by the Basic Health Units, Rural Health Centers, Tehsil Head Quarter hospitals along with Lady Health Workers and other primary and secondary care facilities

#### b. Tehsil Head Quarter Hospital

Tehsil Head Quarter (THQ) hospitals are located at each THQ and serve a population of 0.5 to 1.0 million. At present, the majority of THQ hospitals have 40 to 60 beds. The THQ hospital provides promotive, preventive and curative care, diagnostics, inpatients, referral services and also specialist care. THQ hospitals are also supposed to provide basic and comprehensive Emergency Obstetric and Newborn Care. THQ hospital provides referral care to patients, including those referred by the Rural Health Centers, Basic Health Units, Lady Health Workers and other primary care facilities.

#### Scope of Service

The health department requires firms to provide janitorial services for 24 hours a day and 365 days a year for all non-residential areas. The firm will bring in its own staff and the existing staff will be reallocated to EDO(H) group of Offices after transition period of 1 month. The firm will be required to provide supplies and equipment mentioned in the **Appendix D.2**. Procurement agency will approve the sample of supplies to be provided. The proposal will be made on lump sum basis factoring in all the required inputs.

#### 6.1. Workforce to be Provided

Sr. No.	Category	Requirement (Quantity)
1	Janitor <sup>2</sup>	Appendix 1.A
2	Sewer-men	Appendix 1.A
3	Supervisor <sup>3</sup>	Appendix 1.A

All staff will be enrolled on the bio-metric devices installed at the hospital. Service provider shall ensure that its staff uses these devices for attendance marking. Their attendance will be monitored duly by the hospital administration through the biometric devices.

Number of staff specified in the aforementioned table include relievers. However, service provider shall manage the relive ability of employees, on alternative basis.

#### 6.2. Supplies to be Provided

Service provider shall procure supplies as mentioned in **Appendix D.2** in the required quantity and shall handover the same to the hospital administration by 25<sup>th</sup> of the every month for use in the next month. However, the hospital administration may increase or decrease the required quantities in view of the available stock and future requirements. The payments shall be made only for the quantities ordered/supplied, as per the approved quality of the sample. The hospital administration shall issue the items to the person designated by the Service Provider on daily basis, for use in the hospital. Service provider must ensure 24/7 availability of these supplies at each station and unavailability of these supplies will result in imposition of penalties. Service provider shall include details on quality (brochures) of supplies in his technical proposal:

#### 6.3. Cleaning Equipment tobe Provided:

Service provider shall procure following equipment (given in table below) for cleanliness of the facility. Service provider shall include details on quality (brochures) of supplies in his technical proposal. He will be liable to provide the same if his proposal is accepted. This equipment will be considered property of the client after expiration of contract:

Note: The given number of workers, utilities and equipment may be changed on the requirements of the Client

Cleaning Supplies Required {THQ & DHQ Wise quantity requirement }	Quantity
Furniture dusters	Appendix 1.b

Disinfectant( phenyl) (2750 ml)	Appendix 1.b
Air Freshener (350 ml-500 ml)	Appendix 1.b
Hand wash towels (Medium)	Appendix 1.b
Flush opener (6" long)	Appendix 1.b
Wiper 2.5 ft Width	Appendix 1.b
Hand wash liquid dispenser (High quality)1000 ml	Appendix 1.b

- 6.4. The service provider shall provide cleaning services 24 hours per day, 365 days per year as per the requirements set out in the Service Specific Specifications, specified later in this scope section, relevant to the delivery of desired cleaning services.
- 6.5. The service provider will perform cleaning duties in both the covered and uncovered areas including lawns, open spaces, walkways, roads, roofs and up till the boundary wall of the hospital. However cleaning of residential areas of the hospitals is not in scope of services of service provider.
- 6.6. The service provider shall provide two uniform-kits and one pair of shoes every six months, identification cards (ID), Personal Protective Equipment (PPE) etc., to its entire staff deployed at the hospitals free of cost and ensure proper maintenance of it. Each uniform set will comprise of Trousers Shirt Socks Shoes disposable Face masks, disposable head caps and disposable gloves. Supervisors shall ensure that disposable items in the kit are made available to the workers regularly. Service Provider will be required to provide the samples of uniform to procuring agency and procuring agency will approve the uniforms.
- 6.7. Ensure 85% staff required as per contract reports for duty regularly and punctually.
- 6.8. Provide the required equipment and supplies (brand new) mentioned in Scope of service, section 3.2 and 3.3. The successful Service provider shall have to make all these equipment physically available in the hospital before starting the work and these should always remain in working condition during the period of contract.
- 6.9. On 15<sup>th</sup> of each month, admin officer will issue request of supplies for next month (according to the requirements of hospital) and the same shall be provided by service provider maximum by 25<sup>th</sup> of the same month. Request will be issued by hospital administration as per required basis. Inventory should be managed by the service provider's supervisor and administration officer of the hospital. Service provider shall also submit one sample of supplies to hospital and one to procuring agency for the duration of contract.
- 6.10. Monthly supplies must be handed over to admin officer in each hospital and the service provider must take receiving after handing over the supplies.
- 6.11. Admin officer of the hospital or his representative will provide the daily inventory to the in charge of the janitorial firm for use, after appropriate defacing and entry in the distribution register.
- 6.12. Quantities of supplies can be increased or decreased on the requirements of the client.

Service provider will only provide supplies if it is requested by hospital administration and payment shall only be made of those supplies that are requested and received.

- 6.13. Supervisors shall be employed by the service provider for 24 hours in each hospital.
- 6.14. In the event of any illness / injuries resulting from any accident to /their staff, take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for the same.
- 6.15. In case of any labor disputes regarding their employees, resolve the same at the earliest to ensure scheduled work is completed satisfactorily and on time.
- 6.16. Make it understood to their staff that there is no employer employee relationship between them and the hospital.
- 6.17. Ensure that all their Staff assigned to the hospital be adequately immunized against all types of communicable diseases and periodically monitored through health check-ups.
- 6.18. The services provider shall provide the names, address, age and a fresh medical certificate of the workers to be deployed at the Hospital well in advance.
- 6.19. The agreed number of workers, utilities and equipment as mentioned in the annexures shall be provided within 15 days after signing of this contract or issuance of work order whichever is earlier.
- 6.20. The Service Firm shall be bound to engage and include, after due diligence, the workers, utilities and equipment which are recommended by theClient.
- 6.21. The Service Firm shall ensure that female sanitary staff is hired for female and children wards/departments and female's washrooms.
- 6.22. During the term of this Agreement, the Contractor shall be bound to provide and pay for insurance of sanitary workers and supervisors; proof of insurance payment will be shared with the client every month.
- 6.23. The Service Firm shall be bound to provide janitorial services at the Hospital for 24 hours a day and 365 days a year for all non-residential areas. Firm will make arrangements for providing its services during holidays also.
- 6.24. All workers shall be entitled to -leave∥ according to labor laws with due approval/authorization of their supervisor and service provider will be bound to provide alternate worker.
- 6.25. The Contractor shall be bound to provide trainings, as deemed necessary by the client, to its sanitary staff for cleanliness of hospital.
- 6.26. Any of the leave by any worker violating the SOPs notified by the Procuring agency shall also be deductible.
- 6.27. The service provider will provide 100 wet floor signage for DHQ Hospital and 50 wet floor signage for THQ Hospital. Moreover, Service provider will also provide 10 set of Barrication tape for DHQ Hospital and 5 set of Barrication tape for THQ Hospital.
- 6.28. Daily duty hours of every worker shall be 8 hours for morning, evening and night

shift respectively. Provided that if any worker is arriving late, up to fifteen minutes and leaving early up to fifteen minutes, shall not be considered as deductible and early and late working, up to fifteen minutes, shall not be considered as chargeable.

- 6.29. Verification of the particulars, reference check and criminal record check, of the workers, shall be the responsibility of the Service Firm.
- 6.30. The Service Provider shall be liable to pay compensation for any loss and damage caused to the property of the Hospital or its patients by the Service Provider or his workers. The service provider can also partner with an insurance company that will pay to compensate for the damage; on behalf of service provider.
- 6.31. The Service Provider shall be fully responsible for safekeeping all the bathroom fittings and fixtures throughout the contract period. The current state of each bathroom will be recorded at the time of handing over and signed off by both parties to be maintained at that level at all times.
- 6.32. The Service Provider shall be entirely responsible for the conduct of his staff and in case of any complaint against any staff, Service Provider will be under obligation to take necessary actions when instructed orally or written by the Focal Officer appointed by either procuring agency or contract signing authority. The Service Provider shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any those laws. The procuring agency or contract signing authority shall not be responsible for any such action with regard to staff on the rolls of the Service Provider whatsoever.
- 6.33. Service Provider shall pay its personnel not less than the minimum wage as per labor laws of Pakistan and other benefits mandated by the law. The Contractor shall comply with the laws governing labor standards and employee's compensation.
- 6.34. Service provider shall be bound to pay its staff before 10<sup>th</sup> of each month and salaries shall not be linked to any other payment which contractor is entitled to receive from the client.
- 6.35. Service provider will distribute salary to its personnel in presence of respective admin officer of the hospital.
- 6.36. Service Provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations of the hospital.
- 6.37. Service Provider shall immediately upon receipt of request replace any service personnel who may be considered undesirable and incompetent by the procuring agency / hospital administration.
- 6.38. Service Provider will be responsible to provide quality human resource with demonstrable experience in each hospital as per Qualification & Experience of human resource in first month.
- 6.39. After joining the requisite staff will be on probation of seven (7) days, who upon issuance of a satisfactory letter from Medical Superintendent (MS) may continue his/her services for a period as per contract agreement. However, MS of the concerned hospital should issue a satisfactory performance certificate for each such staff. It will also be the responsibility of Medical Superintendent that after the issuance of satisfaction letter all such staff should be on biometric at once.

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

#### 6.40 <u>Cleaning Schedule</u>

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

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

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

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

Each worker will be required to perform his / her duty in the assigned work area with following minimum frequency of cleaning<sup>5</sup> against each element's Service Standards and Requirements mentioned in performance specifications

<sup>&</sup>lt;sup>5</sup> Apart from the cleaning schedule mentioned above, cleaning services should be provided by the service provider as and when needed or as directed by the Hospital authorities from time to time.

а	Element	High Risk Areas	Moderate Risk Area	Low Risk Areas
1	Overall appearance	As required, to meet performance	As required, to meet performance	As required, to meet
2	Odour Control	As required, to meet	As required, to meet	As required, to
3	Commodes, weighing scales, manual handling equipment	Clean contact points each use, 1 full clean <sup>6</sup> daily & between patient use	Clean contact points each use, 1 full clean daily & between patient use	As required, to meet performance specification
4	Patient washbowls	1 full clean daily and between patient use	1 full clean daily and between patient use	As required, to meet performance specification
5	Bedside oxygen and suction connectors	1 full clean daily and between patient use	1 full clean daily and between patient use	As required, to meet performance specification
6	Patient Fans	1 full clean weekly, check clean as required, machine clean biweekly	check clean as required ,machine clean biweekly	check clean as required ,machine clean biweekly
7	Drug trolley	1 full clean every shift	1 full clean weekly	As required, to meet performance
8	Entrance/ Exit	4 full cleans daily, dust control as required, 1 machine clean weekly	2 full cleans daily, dust control as required, 1 machine clean weekly	As required, to meet performance specification
9	Stairs (internal and external)	2 full cleans daily, dust control as required, 1 machine clean weekly	2 full cleans daily, dust control as required, 1 machine clean weekly	As required, to meet performance specification

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

				As required,
10	External areas	3 full clean daily	1 full clean daily	to meet
11	Switches, sockets and data	1 full clean daily	1 full clean daily	1 full clean daily
12	Walls	Check clean daily and 1 full clean weekly	Check clean daily and 1 full clean weekly	Check clean daily and 1 full clean weekly
13	Ceiling	1 Full clean weekly	1 Full clean weekly	1 Full clean biweekly
14	All doors	2 full clean daily and check clean as required	1 full clean daily and check clean as required	1 full clean weekly
15	All internal glass and glazing	Check clean daily and 1 full clean weekly	Check clean daily and 1 full clean weekly	1 full clean weekly
16	All external glass and glazing	1 full clean bi- weekly	1 full clean every month	1 full clean every month
17	Mirrors	1 full clean daily and check clean as required	1 full clean daily and check clean as required	1 full clean daily and check clean as required
18	Ventilation grilles, extracts and inlet	1 full clean weekly	1 full clean weekly	1 full clean weekly
19	Floor polished	5 full cleans daily, 1 check clean daily dust control as required, machine clean weekly	1 full clean daily, 1 dust control daily, machine clean monthly	1 full clean weekly, 1 check clean daily, machine clean monthly
20	Floor-Non-slippery	5 full cleans daily, 1 check clean daily dust control as required.	1 full clean daily, machine clean	1 full clean weekly, 1 check clean daily,

21	Electrical items, e.g. overhead lights	1 check clean daily and 1 full clean monthly	1 check clean daily and 1 full clean monthly	1 check clean weekly and 1 full clean monthly
22	Chairs	1 full clean and 1 check clean daily	1 full clean daily	1 full clean weekly
23	Beds/Trolleys /Mattresses	Bedframe, including all component parts daily, mattresses weekly and on discharge, total full clean on discharge	Bedframe, including all component parts daily, mattresses weekly and on discharge, total full	As required, to meet performance specification
24	Lockers/Ward robes/ Drawers	1 full clean daily	1 check clean daily and 1 full clean weekly	As required, to meet performance
25	Tables / Bed tables	1 full clean daily	1 check clean daily and 1 full clean weekly	As required, to meet performance
26	All dispensers/ holders	1 full clean daily and daily as required	1 full clean daily and daily as required	1 full clean daily and daily as required
27	Waste receptacles∕bin	1 full clean and 1 check clean every shift and 1 deep clean weekly. Replace (On need	1 full clean daily and 1 deep clean weekly. Replace Monthly if necessary	1 full clean weekly and deep clean monthly. Replace Monthly if
28	Wash Basins	Daily check system in operation to include 3 full cleans and 2 check cleans.	Daily check system in operation to include 3 full cleans and 2 check cleans	Daily check system in operation to include 3 full cleans and 2 check cleans.
29	Toilets/ Urinals /Bidet	Daily check system in operation to include 4 full cleans and check cleans after each patient/staff use	Daily check system in operation to include 3 full cleans and check cleans after each patient/staff use	Daily check system in operation to include 3 full cleans and check cleans after each patient/staff use

31	Computers/ Telephones/ Office Equipment	1 full clean daily	1 full clean daily	1 full clean weekly
32	Dirty Utility∕ Sluice Room	1 full clean and 1 check clean	1 full clean daily	1 full clean daily
33	Windows and Windows Net	1 full clean every shift, 1 check clean, and 1 equipment clean weekly	1 full clean daily, 1 check clean, and 1 equipment clean weekly	1 full clean daily and 1 equipment clean weekly

#### 6.41 <u>PENALTIES:</u>

- Janitorial Service provider will ensure the disbursement of salaries within 10 days after provision of attendance/ data by the client. In case of delay, penalty @ rate of PKR. 100 / worker / day will be imposed. This rate will be applicable for delay up to maximum of 7 days. In case of further delay, the contractor will be penalized @ rate of PKR. 200 / Worker / day for next seven days If the salaries are not reimbursed within 15 days after it become due, Client has the right to terminate the contract under Article 7.2 of Terms of References
- If In case any staff is found without uniform, penalty of Rs. 200.00 will be charged for each such staff for that particular day.
- In case of any consumables item is found missing from any required place & admin officer has issued that specific item for that day to staff of Service provider then penalty of Rs. 200.00 per vacant position will be charged accordingly.
- In case, any worker has worked for complete month and did not got paid minimum wage as per labor laws then a penalty amounting to Rs. 5,000/worker shall be imposed on service provider for that particular month.
- Any unauthorized absence shall be deductible from the monthly invoice of service firm if firm is unable to provide alternate worker and, in that case a penalty of Rs. 500/Unauthorized absence will be charged.
- Any protest or strike observed by the janitors etc. will be considered a breach of contract and a minimum fine of Rs. 25,000 will be imposed for every incidence and will be doubled every 24 hours (Rs. 25,000 for first 24 hours, Rs. 50,000 for 24 48 hours, Rs. 100,000 for 48 72 hours and so on). If the strike continues for more than 5 days, the process for termination of contract and forfeiture of performance guarantee may be initiated after the generation of an official report by the hospital administration.
- The Service Provider shall ensure the Staff's attendance during all public holidays / local holidays or any other special occasions. In case of any unauthorized absence of the Staff on the above- mentioned occasions, a penalty amounting to Rs. 1,000/Unauthorized absence will be deducted.

- If the worker is coming late or leaving early after fifteen minutes of the designated duty shift then an amount of Rs. 200/Worker/Day will be deductible from the monthly invoice.
- If the staff turnover for any particular month is greater than 30%, then a penalty of Rs. 20,000 will be charged to service provider for that specific month.
- Service provider will be required to deploy able bodied personnel not below the age of 18 having valid CNIC. In case of non-compliance, penalty of rupees 15,000 per staff/per month will be charged till worker is replaced.

#### 6.42 Daily Monitoring

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

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

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

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

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

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

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

Risk Category	Fine
High Risk Area	Rs. 2,000
Moderate Risk Area	Rs. 1,000
Low Risk Area	Rs. 500

#### 6.43 Weekly Score

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

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

For examples, using the already obtained 75% in High Risk category ( average of 75+100+75+75+75+50), if a certain hospital receives 67% in Moderate Risk category and 80% in Low Risk category, it will obtain an overall score of 75% x 0.5 + 67% x 0.3 + 80% x

#### 4.2 = (37.5 + 20+16)% = 73.5%. This will be the overall score for this week's

#### performance

#### 6.44 Monthly Scorecard

Averaging all weekly performances of the month, a monthly score will be calculated.

Service providers will be expected to maintain an average minimum score of 85% as well as 85% in each respective category at all times. If the service provider scores less than 85% in the monthly score, another fine worth Rs. 25,000 will be placed. If this continues for another month, the second month's fine will be doubled to Rs. 50,000 and then doubled again to Rs. 100,000. If the score remains below 85% in the third consecutive month, then procuring agency may terminate the contract by serving a one month termination notice to the service provider. Moreover, If in MEA scoring, the marks are below 80% for a specific month and hospital serves a dissatisfaction letter to service provider, than procuring agency may terminate the contract by serving a one month termination notice.

#### 6.45 Non-Financial Penalties

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

Name of designated hospital staff		Date		
	1	2	3	4
CLEANLINESS	Very Dirty	Dirty	Acceptable	Clean
Isolation Room		Functional Risk Category	High	
Floor	More than quarter of the floor is dusty or wet OR More than 2 pieces of litter	Less than quarter of the floor is dusty or wet AND 1-2 pieces of litter	Less than quarter of the floor is dusty or wet AND No litter	Floor is clean, free of dust and dry AND No litter
Windows and vents (glass, net and window sill)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Fans	More than half of the fans are dusty	Quarter to half fans are dusty	Less than one-fourth fans are dusty	All fans are clean
Bed sheets/Macintosh	More than 1 bed sheets in the room are dirty (1 or more big stains or 3 small stains of blood, vomit, motion,)	<b>More than 1</b> bed sheets in the room are dirty (leftovers of food/medicine leaflets)	bed sheets in the room is dirty ( <b>1 or more</b> big stains or <b>3</b> small stains of blood, vomit, motion, or leftovers of food/medicine leaflets)	All bed sheets are clean and present
Side tables	More than 2 side tables are Dusty	2 side tables are dusty	1 side table is dusty	All side tables are clean
Atmosphere	Bad smell AND Very humid	Bad smell OR Very humid	No smell OR Slightly humid	No smell Not humid
Dialysis Unit		Functional Risk Category	High	
Floor	More than quarter of the floor is dusty or wet OR More than 2 pieces of litter	Less than quarter of the floor is dusty or wet AND 1-2 pieces of litter	Less than quarter of the floor is dusty or wet AND No litter	Floor is clean, free of dust and dry AND No litter
Windows and vents (glass, net and window sill)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean

Fans	More than half of the fans are dusty	Quarter to half fans are dusty	Less than one-fourth fans are dusty	All fans are clean
Bed sheets/Macintosh	More than 1 bed sheets in the room are dirty (1 or more big stains or 3 small stains of blood, vomit, motion,)	More than 1 bed sheets in the room are dirty (leftovers of food/medicine leaflets)	bed sheets in the room is dirty (1 or more big stains or 3 small stains of blood, vomit, motion, or leftovers of food/medicine leaflets)	All bed sheets are clean and present
Side tables	More than 2 side tables are dusty	2 side tables are <b>dusty</b>	1 side table is <b>dusty</b>	All side tables are clean
Atmosphere	Bad smell AND Very humid	Bad smell OR Very humid	No smell OR Slightly humid	No smell Not humid
Medical Emergency		Functional Risk Category	High	
Floor	More than half of the floor is dusty or wet OR More than 6 pieces of litter	Quarter to half of the floor is dusty or wet OR 4-6 pieces of litter	Less than quarter of the floor is dusty or wet OR 1-3 pieces of litter	Floor is clean and dry No litter
Windows and vents (glass, net and window sill)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Fans	More than half of the fans are dusty	Quarter to half fans are dusty	Less than one-fourth fans are dusty	All fans are clean
Bed sheets/Macintosh	More than 1 bed sheets in the room are dirty (1 or more big stains or 3 small stains of blood, vomit, motion,)	<b>More than 1</b> bed sheets in the room are dirty (leftovers of food/medicine leaflets)	bed sheets in the room is dirty ( <b>1 or more</b> big stains or <b>3</b> small stains of blood, vomit, motion, or leftovers of food/medicine leaflets)	All bed sheets are clean and present
Side tables	More than 2 side tables are dusty	2 side tables are dusty	1 side table is <b>dusty</b>	All side tables are clean
Atmosphere	Bad smell AND Very humid	Bad smell OR Very humid	No smell OR Slightly humid	No smell Not humid

Surgical Emergency		Functional Risk Category	High	
Floor	More than half of the floor	Quarter to half of the floor	Less than quarter of the	Floor is clean and dry
	is dusty or wet	is dusty or wet	floor is dusty or wet	No litter
	OR	OR	OR	
	More than 6 pieces of litter	4-6 pieces of litter	1-3 pieces of litter	
Windows and vents	More than half the	Quarter to half windows	Less than quarter windows	All windows and vents are clean
(glass, net and window	windows and vents are	and vents are dusty	and vents are dusty	
sill)	dusty			
Fans	More than half of the fans	Quarter to half fans are	Less than one-fourth fans	All fans are clean
	are dusty	dusty	are dusty	
Bed sheets/Macintosh	More than 1 bed sheets in	More than 1 bed sheets in	bed sheets in the room is	All bed sheets are clean and
	the room are dirty	the room are dirty	dirty	present
	(1 or more big stains or 3	(leftovers of food/medicine	(1 or more big stains or 3	
	small stains of blood, vomit,	leaflets)	small stains of blood, vomit,	
	motion,)		motion, or leftovers of	
			food/medicine leaflets)	
Side tables	More than 2 side tables are dusty	2 side tables are dusty	1 side table is <b>dusty</b>	All side tables are clean
Atmosphere	Bad smell	Bad smell	No smell	No smell
	AND	OR	OR	Not humid
	Very humid	Very humid	Slightly humid	
Operation Theater		Functional Risk Category	High	
Floor	Blood spillage	Blood spillage	Only dust	No trace of blood, medical waste
(observe when no	AND	OR		or dust
operation is underway)	Medical waste	Medical waste		
Operation table	Heavily stained	Lightly stained	Very slightly stained	No stains
(observe when no	(1 big stain or 4-5 small	(3 to 4 small stains)	(1 to 2 stains)	
operation is underway)	stains)	``´	· · · ·	
Atmosphere	Bad smell	Bad smell	No smell	No smell
	AND	OR	OR	Not humid
	Very humid	Very humid	Slightly humid	
			enginiy namia	
Labor Room		Functional Risk Category	High	
Floor	Blood spillage	Blood spillage	Only dust	No trace of blood, medical waste
	AND	OR		or dust
	Medical waste	Medical waste		

Vindows and vents		Quarter to half windows and		All windows and vents are clean
glass, net and window ill)	and vents are dusty	vents are dusty	and vents are dusty	
Fans	More than half of the fans are dusty	Quarter to half fans are dusty	Less than one-fourth fans are dusty	All fans are clean
Bed sheets/Macintosh	More than 1 bed sheets in the room are dirty (1 or more big stains or 3 small stains of blood, vomit, motion,)	More than 1 bed sheets in the room are dirty (leftovers of food/medicine leaflets)	bed sheets in the room is dirty ( <b>1 or more</b> big stains or <b>3</b> small stains of blood, vomit, motion, or leftovers of food/medicine leaflets)	All bed sheets are clean and present
Atmosphere	Bad smell AND Very humid	Bad smell OR Very humid	No smell OR Slightly humid	No smell Not humid
Wards/OPD rooms		Functional Risk Category	High	
Floor	More than half of the floor is dusty or wet OR More than 6 pieces of litter	Quarter to half of the floor is dusty or wet OR 4-6 pieces of litter	Less than quarter of the floor is dusty or wet OR 1-3 pieces of litter	Floor is clean, free of dust and dry AND No litter
Windows and vents (glass, net and window sill)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Fans	More than half of the fans are dusty	Quarter to half fans are dusty	Less than one-fourth fans are dusty	All fans are clean
Bed sheets/Macintosh	More than 1 bed sheets in the room are dirty (1 or more big stains or 3 small stains of blood, vomit, motion,)	More than 1 bed sheets in the room are dirty (leftovers of food/medicine leaflets)	bed sheets in the room is dirty (1 or more big stains or 3 small stains of blood, vomit, motion, or leftovers of food/medicine leaflets)	All bed sheets are clean and present
Side tables	More than 2 side tables are dusty	2 side tables are dusty	1 side table is <b>dusty</b>	All side tables are clean
Atmosphere	Bad smell AND Very humid	Bad smell OR Very humid	No smell OR Slightly humid	No smell Not humid

Pharmacy		Functional Risk Category	Moderate	
Floor	More than half of the floor is dusty or wet OR More than 5 pieces of litter	Quarter to half of the floor is dusty or wet OR 3-5 pieces of litter	Less than quarter of the floor is dusty or wet OR 1-2 pieces of litter	Floor is clean, free of dust and dry AND No litter
Pharmacy counter	More than half the counter is dusty	Quarter of the counter is dusty	Less than quarter of the counter is dusty	Counter is free of dust and dry
Windows and vents (glass, net and window sill)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Fans	More than half of the fans are dusty	Quarter to half fans are dusty	Less than one-fourth fans are dusty	All fans are clean
Atmosphere	Bad smell AND Very humid	Bad smell OR Very humid	No smell OR Slightly humid	No smell Not humid
Pathology Lab		Functional Risk Category	Moderate	
Floor	More than a one third of the floor is dusty or wet OR More than 3 pieces of litter	Quarter to one third of the floor is dusty or wet OR 1-2 pieces of litter	Less than quarter of the floor is dusty or wet OR No litter	Floor is clean, free of dust and dry AND No litter
Work counter	More than a quarter of the counter is dusty OR Materials spilled over more than a quarter of the counter	1 square foot on the counter is dusty OR Materials spilled over 1 square foot of the counter	Dust is visible in small patches but less than 1 square foot area OR Materials are spilled at 1-2 places leaving very small marks	Counter is free of dust and dry AND No materials are spilled
Equipment	More than 3 pieces of equipment are dusty or have grime settled on them	2-3 pieces of equipment are dusty or has grime settled on it	1 piece of equipment is dusty AND No piece has grime settled	No piece of equipment is dusty AND No piece has grime settled on it

Windows and vents (glass, net and window sill)	More than half the windows and vents are dusty		Less than quarter windows and vents are dusty	All windows and vents are clean
Fans	More than half of the fans are dusty	Quarter to half fans are dusty	Less than one-fourth fans are dusty	All fans are clean
Air conditioners	More than half of the vents and the outside shell of one AC is dusty	One quarter of the vents and the outside shell of one AC is dusty	Some dust on one AC	No dust on the AC
Atmosphere	Bad smell AND Very humid	Bad smell OR Very humid	No smell OR Slightly humid	No smell Not humid
Radiology Lab		Functional Risk Category	Moderate	
Floor	More than a one third of the floor is dusty or wet OR More than 3 pieces of litter	Quarter to one third of the floor is dusty or wet OR 1-2 pieces of litter	Less than quarter of the floor is dusty or wet OR No litter	Floor is clean, free of dust and dry AND No litter
Work counter	More than a quarter of the counter is dusty OR Materials spilled over more than a quarter of the counter	1 square foot on the counter is dusty OR Materials spilled over 1 square foot of the counter	Dust is visible in small patches but less than 1 square foot area OR Materials are spilled at 1-2 places leaving very small marks	Counter is free of dust and dry AND No materials are spilled
X-ray machine	Looks overall dusty OR Has old layers of dust settled on it	Has some dust OR Has some areas of gathered dust	Appears clean and dust-free AND Has some areas of gathered dust	Appears clean and dust-free AND No layers of old dust
Equipment	More than 3 pieces of equipment are dusty or have grime settled on them	2-3 pieces of equipment are dusty or has grime settled on it	1 piece of equipment is dusty AND No piece has grime settled on it	No piece of equipment is dusty AND No piece has grime settled on it

Windows and vents (glass, net and window sill)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Fans	More than half of the fans are dusty	Quarter to half fans are dusty	Less than one-fourth fans are dusty	All fans are clean
Air conditioners	More than half of the vents and the outside shell of one AC is dusty	One quarter of the vents and the outside shell of one AC is dusty	Some dust on one AC	No dust on the AC
Atmosphere	Bad smell AND Very humid	Bad smell OR Very humid	No smell OR Slightly humid	No smell Not humid
Patient washroom		Functional Risk Category	Moderate	
Floor (cubicle)	More than half of the floor is wet, dusty or littered	Quarter to half of the floor is wet, dusty or littered	Less than quarter of the floor is wet, dusty or littered	Floor is clean and dry (no sign of wetness, dust or litter)
Toilet (cubicle)	Feet place/commode dirty AND Inside of toilet dirty	Feet place/commode dirty OR Inside of toilet dirty	Feet place/commode clean AND Inside of toilet clean AND Flush (tanky) is dirty	Feet place/commode clean Inside of toilet clean Flush (tanky) clean
Wash basin (washroom)	Tap and Sink are dirty (drainage blocked) AND No soap	Tap and Sink are dirty (spots) OR No soap	Tap and Sink are dirty (spots) AND Soap present	Tap and Sink are clean AND Soap present
Windows and vents (glass, net and window sill)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Atmosphere (washroom)	Bad smell OR No bulb installed	Bad smell AND Bulbs installed	No smell OR Bulbs installed	Pleasant smell AND Bulbs installed

Waiting area		Functional Risk Category	Moderate	
Floor	More than half of the floor	Quarter to half of the floor is	Less than quarter of the	Floor is clean and dry
	is dusty or wet	dusty or wet	floor is dusty or wet	No litter
	OR	OR	OR	
	More than 6 pieces of litter	4-6 pieces of litter	1-3 pieces of litter	
	(including cigarette butts or			
	bird excreta)			
Windows and vents	More than half the windows	Quarter to half windows and	Less than quarter windows	All windows and vents are clean
(glass, net and window	and vents are dusty	vents are dusty	and vents are dusty	
sill)	,		, , , , , , , , , , , , , , , , , , ,	
Fans	More than half of the fans	Quarter to half fans are	Less than one-fourth fans	All fans are clean
	are dusty	dusty	are dusty	
Furniture	More than half the seats	Quarter to half of the seats	Less than quarter seats are	All seats are clean
	are dusty	are dusty	dusty	
Atmosphere	Bad smell	Bad smell	No smell	Pleasant smell
	AND	OR	AND	AND
	Mosquitoes or houseflies	Mosquitoes or houseflies	No mosquitoes or houseflies	No mosquitoes and houseflies
	flying around			
Corridor		Functional Risk Category	Moderate	
Floor	More than half of the floor	Quarter to half of the floor is	Less than quarter of the	Floor is clean and dry
	is dusty or wet	dusty or wet	floor is dusty or wet	No litter
	AND	OR	OR	
	Spit marks	4-6 pieces of litter	1-3 pieces of litter	
	OR .			
	More than 6 pieces of litter			
	(including cigarette butts or			
	bird excre7ta)			
Windows and vents	More than half the windows	Quarter to half windows and	Less than quarter windows	All windows and vents are clean
(glass, net and window	and vents are dusty	vents are dusty	and vents are dusty	
sill)			, , , , , , , , , , , , , , , , , , ,	
ans	More than half of the fans	Quarter to half fans are	Less than one-fourth fans	All fans are clean
	are dusty	dusty	are dusty	
Atmosphere	Bad smell	Bad smell	No smell	Pleasant smell
				AND
·	AND	OR	AND	AND
·	AND Mosquitoes or houseflies	OR Mosquitoes or houseflies	No mosquitoes or houseflies	No mosquitoes and houseflies

Stairs/Ramp		Functional Risk Category	Moderate	
Stairs	Floor is dusty AND Spit marks OR <b>More than 6</b> pieces of litter (including cigarette butts or bird excreta)	Floor is dusty OR <b>4-6</b> pieces of litter	Floor is not dusty AND <b>1-3</b> pieces of litter	Floor is clean and dry No litter
Handrails of stairwells	More than half of the handrail is dusty	Quarter to half of the handrail is dusty	Less than quarter of the handrail is dusty	Handrail is free of dust
Ramp	Floor is dusty AND Spit marks OR <b>More than 6</b> pieces of litter (including cigarette butts or bird excreta)	Floor is dusty OR <b>4-6</b> pieces of litter	Floor is not dusty AND <b>1 -3</b> pieces of litter	Floor is clean and dry No litter
Mortuary	, , , , , , , , , , , , , , , , , , ,	Functional Risk Category	Moderate	
Floor	Blood spillage AND Medical waste	Blood spillage OR Medical waste	Only dust	No trace of blood, medical waste or dust
Table	Heavily stained (1 or more big stains or 5 or more small stains)	Lightly stained ( <b>3 to 4</b> small stains)	Very slightly stained ( <b>1</b> <b>to 2</b> stains)	No stains
Windows and vents (glass, net and window sill)	More than half the windows and vents are dusty	Quarter to half windows and vents are dusty	Less than quarter windows and vents are dusty	All windows and vents are clean
Fans	<b>More than half</b> of the fans are dusty	Quarter to half fans are dusty	Less than one-fourth fans are dusty	All fans are clean
Atmosphere	Bad smell AND Very humid	Bad smell OR Very humid	No smell OR Slightly humid	No smell Not humid

Administrative Areas		Functional Risk Category	Low	
Floor	More than half of the floor	Quarter to half of the floor is	Less than quarter of the	Floor is clean and dry
	is dusty or wet	dusty or wet	floor is dusty or wet	No litter
	OR	OR	OR	
	More than 6 pieces of litter	4-6 pieces of litter	1-3 pieces of litter	
	(including cigarette butts or			
	bird excreta)			
Windows and vents	More than half the	Quarter to half windows and	Less than quarter windows	All windows and vents are clean
glass, net and window	windows and vents are	vents are dusty	and vents are dusty	
sill)	dusty			
Fans	More than half of the fans	Quarter to half fans are	Less than one-fourth fans	All fans are clean
	are dusty	dusty	are dusty	
Furniture	More than half the	Quarter to half of the	Less than quarter of the	All the furniture is clean
(seats/tables/shelves)	furniture is dusty	furniture is dusty	furniture is dusty	
Atmosphere	Bad smell	Bad smell	No smell	No smell
	AND	OR	OR	Not humid
	Very humid	Very humid	Slightly humid	
Record Room		Functional Risk Category	Low	
Floor	More than half of the floor	Quarter to half of the floor is	Less than quarter of the	Floor is clean and dry
	is dusty or wet	dusty or wet	floor is dusty or wet	No litter
	OR	OR	OR	
	More than 6 pieces of litter	4-6 pieces of litter	1-3 pieces of litter	
Windows and vents	More than half the windows	Quarter to half windows and	Less than quarter windows	All windows and vents are clean
(glass, net and window sill)	and vents are dusty	vents are dusty	and vents are dusty	
Fans	More than half of the fans	Quarter to half fans are	Less than one-fourth fans	All fans are clean
	are dusty	dusty	are dusty	
Furniture	More than half the	Quarter to half of the	Less than quarter of the	All the furniture is clean
(seats/tables/shelves)	furniture is dusty	furniture is dusty	furniture is dusty	
Atmosphere	Bad smell	Bad smell	No smell	No smell
•	AND	OR	OR	Not humid
	Very humid	Very humid	Slightly humid	

Storage Room		Functional Risk Category	Low	
Floor	More than half of the floor	Quarter to half of the floor is	Less than quarter of the	Floor is clean and dry
	is dusty or wet	dusty or wet	floor is dusty or wet	No litter
	OR	OR	OR	
	More than 6 pieces of litter	4-6 pieces of litter	1-3 pieces of litter	
Windows and vents	More than half the windows	Quarter to half windows and	Less than quarter windows	All windows and vents are clean
(glass, net and window sill)	and vents are dusty	vents are dusty	and vents are dusty	
Fans	More than half of the fans	Quarter to half fans are	Less than one-fourth fans	All fans are clean
	are dusty	dusty	are dusty	
Furniture	More than half the	Quarter to half of the	Less than quarter of the	All the furniture is clean
(seats/tables/shelves)	furniture is dusty	furniture is dusty	furniture is dusty	
Atmosphere	Bad smell	Bad smell	No smell	No smell
-	AND	OR	OR	Not humid
	Very humid	Very humid	Slightly humid	
Record Room		Functional Risk Category	Low	
Floor	More than half of the floor	Quarter to half of the floor is	Less than quarter of the	Floor is clean and dry
	is dusty or wet	dusty or wet	floor is dusty or wet	No litter
	OR	OR	OR	
	More than 6 pieces of litter	4-6 pieces of litter	1-3 pieces of litter	
Windows and vents	More than half the windows	Quarter to half windows and	Less than quarter windows	All windows and vents are clean
(glass, net and window	and vents are dusty	vents are dusty	and vents are dusty	
sill)				
Fans	More than half of the fans	Quarter to half fans are	Less than one-fourth fans	All fans are clean
	are dusty	dusty	are dusty	
Furniture	More than half the	Quarter to half of the	Less than quarter of the	All the furniture is clean
(seats/tables/shelves)	furniture is dusty	furniture is dusty	furniture is dusty	
Atmoonhoro	Bad smell	Bad smell	No smell	No smell
Atmosphere				
Aunosphere	AND	OR	OR	Not humid

Staff changing room		Functional Risk Category	Low	
Floor	More than half of the floor	Quarter to half of the floor is	Less than quarter of the	Floor is clean and dry
	is dusty or wet	dusty or wet	floor is dusty or wet	No litter
	OR	OR	OR	
	More than 6 pieces of litter	4-6 pieces of litter	1-3 pieces of litter	
Windows and vents	More than half the windows	Quarter to half windows and	Less than quarter windows	All windows and vents are clean
(glass, net and window sill)	and vents are dusty	vents are dusty	and vents are dusty	
ans	More than half of the fans	Quarter to half fans are	Less than one-fourth fans	All fans are clean
	are dusty	dusty	are dusty	
Furniture	More than half the	Quarter to half of the	Less than quarter of the	All the furniture is clean
(seats/tables/shelves)	furniture is dusty	furniture is dusty	furniture is dusty	
Atmosphere	Bad smell	Bad smell	No smell	No smell
	AND	OR	OR	Not humid
	Very humid	Very humid	Slightly humid	
External areas		Functional Risk Category	Low	
Hard floor	More than half of the floor	Quarter to half of the floor is	Less than quarter of the	Floor is clean and dry
	is dusty or wet	dusty or wet	floor is dusty or wet	No litter
	OR	OR	OR	
	More than 6 pieces of litter	4-6 pieces of litter	1-3 pieces of litter	
	(including cigarette butts or			
	bird excreta)			
Lawns	Fallen tree leaves are	Litter in Fields	Fallen tree leaves are strewn	No Litter or Fallen Leaves in
	strewn all around the		all around the trees	Lawns
	trees			
	AND			
	Litter in Fields			
Drains	Two or more drains are	One drain is choked	No drain is choked	No drains are choked
	choked	OR	AND	AND
	OR	<b>Two drains</b> have leaves	<b>One drain</b> has leaves	No drain has leaves gathered
	More than two open drains	gathered inside	gathered inside	inside
	have leaves gathered inside			

# **CONTRACT FORM**

**This Contract** (hereinafter called as "Contract") is made at Lahore the \_\_\_\_\_\_ 2019, between on the one hand, **Project Management Unit (PMU), Primary &Secondary Healthcare Department** through its Officer Incharge (hereinafter referred to as the *"Procuring Agency"*) (which expression shall include successors, legal representatives and permitted assigns) of the First Part

#### AND

on the other hand, **M/s (***Firm Name***).** a firm registered under the laws of Pakistan and having its registered office at (*Address*) acting through its \_\_\_\_\_\_ (hereinafter called the "*Service Provider*") (which expression shall include successors, legal representatives and permitted assigns) of the Second Part.

#### WHEREAS

- a) Primary and Secondary Healthcare Department on behalf of the procuring agency invited the bids/tender for Hiring of firms for the provision of Janitorial Services for DHQ/THQ Hospital thereafter in which the Service Provider also participated and was declared as Lowest Evaluated Responsive Bidder.
- b) The service provider having represented to the Procuring Agency that they have the required professional skills and personnel and technical resources have agreed to provide the services on terms and conditions set forth in this Contract as defined in the General Conditions / Special Conditions of the Contract and the Scope of services (hereinafter called as "Services")
- c) The procuring agency in response thereof after conducting need analysis has decided to procure the Services of Janitorial and Parking for an amount PKR (Amount in Words and Words).

#### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- 1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
- **2.** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:
  - a. the General Conditions of Contract;
  - **b.** the Special Conditions of Contract;
  - **c.** the Procuring Agency's Notification of Award;
  - **d.** the scope of work;
  - e. the Bid & its clarifications.
  - f. any other documents deem appropriate
- **3.** In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- **4.** The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable

under the provisions of this Contract at the time and in the manner prescribed by this Contract.

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

NOW THEREFORE the Parties hereto hereby agree as follows:

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

- the Letter of Acceptance;
- the Special Conditions of Contract;
- the General Conditions of Contract;
- the Scope of Services;
- Performance Specifications;
- Appendices
- Bidding Document
  - 2. The mutual rights and obligations of the Procuring Agency and the Service Provider shall be as set forth in the Contract, in particular:
    - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
    - (b) the Procuring Agency shall make payments, to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at\_\_\_\_\_(the place) and shall enter into force on the day, month and year first above mentioned.

Sign/ Seal by the Supplying firm	Sign/ Seal by Procuring Agency
Witness	
1.	1.
2.	2.

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

# **Appendices**

#### <u> Appendix – 1.a</u>

## Human Resource Requirement

Sr. No	No. of Packages	Name of Hospital	Supervisors	Janitors	Sewermen	Total
1	Package 1	DHQ Multan	6	58	3	67
2	Package 2	THQ Kalurkot	3	18	3	24
3	Package 3	THQ Mankera	3	20	3	26
4	Package 4	THQ HAROON ABAD.	3	28	3	34
5	Package 5	THQ FORT ABBAS.	3	27	3	33
6	Package 6	THQ MINCHINABAD.	3	26	3	32
7	Package 7	THQ YAZMAN	3	26	3	32
8	Package 8	THQ HASILPUR.	3	29	3	35
9	Package 9	THQ KHARIAN	3	23	3	29
10	Package 10	THQ Pind Dadan Khan	3	28	3	34
11	Package 11	THQ PATTOKI	3	26	3	32
12	Package 12	THQ KEHROR PACCA	3	27	3	33
13	Package 13	THQ KAROR LAL ESAN	3	23	3	29
14	Package 14	THQ CHOUBARA	3	21	3	27
15	Package 15	THQ Phalia	3	23	3	29
16	Package 16	THQ Jatoi	3	18	3	24
17	Package 17	THQ Alipur	3	28	3	34
18	Package 18	THQ Jalalpur Pirwala	3	24	3	30
19	Package 19	THQ JAMPUR	3	29	3	35
20	Package 20	THQ LIAQUATPUR	3	27	3	33
21	Package 21	THQ SADIQABAD	3	26	3	32
22	Package 22	THQ KHANPUR	3	30	3	36
23	Package 23	THQ BHALWAL	3	29	3	35
24	Package 24	THQ SHAHPUR	3	21	3	27
25	Package 25	THQ MURIDKE	3	28	3	34
26	Package 26	THQ PASRUR	3	28	3	34
27	Package 27	THQ KAMALIA	3	29	3	35
28	Package 28	THQ. MAILSI	3	30	3	36
29	Package 29	THQ Fort Munroo	3	22	3	28
30	Package 30	THQ CHAK JHUMRA	3	23	3	29
31	Package 31	THQ TANDILIANWALA	3	23	3	29
32	Package 32	THQ Dunya pur	3	22	3	28
33	Package 33	City Hospital THQ Talagang	3	26	3	32
34	Package 34	THQ Daryakhan	3	23	3	29
35	Package 35	THQ Shakargarh	3	26	3	32
36	Package 36	THQ CHUNIAN	3	18	3	24
37	Package 37	THQ SILLANWALI	3	26	3	32
38	Package 38	THQ TALAGANG	3	20	3	26

Sr. No	No. of Packages	Name of Hospital	Supervisors	Janitors	Sewermen	Total
39	Package 39	THQ Dinga	3	19	3	25
40	Package 40	THQ SAMBRIAL	3	20	3	26
41	Package 41	THQ Sohawa	3	23	3	29
42	Package 42	THQ Safdarabad	3	22	3	28
43	Package 43	THQ BHERA	3	26	3	32
44	Package 44	THQ Kot Sultan	3	20	3	26
45	Package 45	THQ Noshehra Virkan	3	24	3	30
46	Package 46	THQ KHAIR PUR TAMEWALI	3	25	3	31
47	Package 47	THQ Kotli Sattian	3	19	3	25
48	Package 48	THQ Ahmed pur Sial	3	26	3	32
49	Package 49	THQ ROJHAN	3	25	3	31
50	Package 50	THQ Pindi Bhattian	3	25	3	31
51	Package 51	THQ KOT MOMIN	3	25	3	31
52	Package 52	THQ Lalian	3	26	3	32
53	Package 53	THQ Ferozewala	3	28	3	34
54	Package 54	THQ Renala Khurd	3	25	3	31
55	Package 55	THQ Chowk Azam	3	25	3	31
56	Package 56	THQ Major Shabbir Sharif Shaheed Kunjah	3	24	3	30
57	Package 57	THQ Mian Mir Lahore	3	19	3	25
58	Package 58	THQ Sara-e-Alamgir	3	20	3	26
59	Package 59	THQ Thal (Mian Nawaz Shareef ) Layyah	3	23	3	29
60	Package 60	THQ Malakwal	3	26	3	32

### Note:

The number of staff required in each hospital is for reference only and same can be increased/decreased depending upon the requirement but the quoted price will remain the same.

#### <u> Appendix – 1.b</u>

#### Supplies Requirement Hospital Wise:

Supplies Requirement DHQ & THQ					
Sr #	Items	THQ Required Quantity	DHQ Required Quantity		
1	Furniture dusters	30	60		
2	Disinfectant( phenyl) (2750 ml)	150	300		
3	Air Freshener (350 ml-500 ml)	30	45		
4	Hand wash towels (Medium)	30	60		
5	Flush opener (6" long)	5	10		
6	Wiper 2.5 ft Width	20	30		
7	Hand wash liquid dispenser (High quality)1000 ml	10	20		

#### <u>Appendix – 1.c</u>

#### Supplies Price

Rate list for Supplies (Inclusive of all taxes)				
Sr # Items		Price/Item		
1	Furniture dusters	41		
2	Disinfectant( phenyl) (2750 ml)	150		
3	Air Freshener (350 ml-500 ml)	160		
4	Hand wash towels (Medium)	193		
5	Flush opener (6" long)	174		
6	Wiper 2.5 ft Width	250		
7	Hand wash liquid dispenser (High quality)1000 ml	1044		

#### <u>Note:</u>

The price of supplies is inclusive of all the taxes.

#### <u> Appendix - 2</u>

#### FORM OF PERFORMANCE SECURITY

To:

Project Director, Project Management Unit, Primary & Secondary Healthcare Department, 31/E-1, Gulberg III, Lahore

PERFORMANCE SECURITY NO. ..... (the Guarantee)

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

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

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

PKR\_\_\_\_\_

#### (The Guaranteed Amount)

<sup>3</sup>Insert name of Issuing Bank;

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

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

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

charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

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

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

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

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

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

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

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

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

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

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

\*\*Signed by authorized signatory\*\*

#### <u> Appendix - 3</u>

To,

Project Director, Project Management Unit, Primary & Secondary Healthcare Department, 31/E-1, Gulberg III, Lahore

#### SUBJECT: CONFLICT OF INTEREST

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

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

#### AUTHORIZED REPRESENTATIVE

#### NAME OF THE COMPANY

Note: This must be printed on Company Letter head.

#### **Undertaking for Minimum Wage Rate**

Dated \_\_\_\_\_

То

Project Director, Project Management Unit, Primary & Secondary Healthcare Department, 31/E-1, Gulberg III, Lahore

#### SUBJECT: Undertaking for Minimum Wages to Staff/Labour

**Respected Sir** 

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

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

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

Regards

Mr. \_\_\_\_\_

M/s \_\_\_\_\_

Lahore.

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

Г

Invoice Checklist (to be attached with invoice)				
Sr.	Description		Attached	
1.	MS Covering Letter	Α.		
2.	Original invoice/bill(s) signed by MS & NMS (Admin, HR, Budget and Account, Audit officer)	В.		
3.	Corrected invoice details	C.		
4.	Bio Metric Attendance and Manual Attendance maintained on register signed by NMS (Admin, HR, Budget and Account, IT, Audit officer) However on manual attendance, employee will sign himself instead of writing "P"	D.		
5.	MS Letter/Bio Metric Certificate, in case issue in Bio metric machine or medical issue of employee	E.		
	Following forms maintained by Service Provider signed by MS, Admin Officer and Supervisor	F.		
	Weekly Report	G.		
6.	Monthly Checklist	Н.		
	Daily activity Log Form	Ι.		
	Complain/Report slips	J.		
	Complain resolution report register	К.		
7.	Penalties calculation Sheets (Overall penalty sheet, Penalty on HR, Penalty on Maintenance, Penalty on Repair works) signed by MS & NMS (Admin, HR, Budget and Account, Audit officer) Penalty sheet will be calculated and signed on daily basis and will be shared with the service provider for his record.	L.		
9.	If NMS position is vacant in the hospital (Admin, HR, Budget and Account, IT, Audit officer), attach letter that he has not joined yet, it should only be signed by MS	М.		

http://ppra.pubjab.gov.pk



No. L&M(PPRA) 10-01/2011 PUNJAB PROCUREMENT REGULATORY AUTHORITY, S&GAD 3<sup>rd</sup> Floor, Al-Falah Building, The Mall Lahore.

Dated Lahore, 031<sup>st</sup> December, 2018

### CIRCULAR

Punjab Procurement Regulatory Authority is being frequently approached by different institutions / procuring agencies seeking advice as to whether while considering the competitive rates quoted by different security service firms for security guards, minimum wages announced by the Govt, is to be considered and made the base line while evaluating such bids or otherwise.

2. The cases have been examined in detail in consultation with relevant institutions regulating the laws relating to minimum wages. PPRA is of the view that though the evaluation of bid is the main criteria for selection of bidder yet in case of services (security guards) where minimum wages are required to be considered are be kept in view. The procuring agency must evaluate the bids considering the fact that the rates quoted by the bidders include the base line of minimum wages along with other applicable taxes. Any bid which is devoid of aforementioned parameter might carry the inbuilt tendency to evade the state law / rules which cannot be allowed and taken as an apt discourse or process.

3. The procuring agencies are also advised that while budgeting the expenditure for all services involving minimum wages, must keep in view the base line expenditure which is recuired to be involved in the bid.



CCI

- Registrar, Lahore High Court Lahore;
- 2. All Administrative Secretaries, Government of the Punjab;
- Inspector General of Police, Punjab;
- Accountant General, Punjab;
- Director General, Civil Audit, Punjab;
- Director General, Works Audit, Punjab;
- 7. All Divisional Commissioners, Government of the Punjab;
- All Deputy Commissioners, Government of the Punjab.

(SHAHID HUSSAIN) Manaping Director, PPRA