



**Lady Reading Hospital (LRH)
Medical Teaching Institution (MTI)
Peshawar**

Contact No: 091-9211927

**AFTER PRE-BID
BID SOLICITATION DOCUMENTS**

For

**OPERATION AND MAINTENANCE HVAC PLANT AT
MED SURG BLOCK”
(2024-2027)**

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

Asst: Manager Material Management
LRH/MTI Peshawar

AD Legal
LRH/MTI Peshawar

HVAC Engineer
LRH/MTI Peshawar

Deputy Director Works
LRH/MTI Peshawar

Manager Maintenance and Eng.
LRH/MTI Peshawar

Director Finance
LRH/MTI Peshawar

Nursing Director
LRH/MTI Peshawar

Associate Hospital Director
LRH/MTI Peshawar

Medical Director
LRH/MTI Peshawar

Hospital Director
LRH/MTI Peshawar

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1. BACKGROUND:

The Med-Surg Building, Lady Reading Hospital, is a 500 Beds Block including State of the art, 25 OT, Pathology Department and some other Departments (Wards & ICUs). The HVAC Plant of the said building is a state of the art **3200 RT, TRANE Chillers System**. (with **800 RT Vapor Compression & 2400 RT Vapor Absorption**). With a centralized Automation System (BMS) a number of Floor Based AHUs, some FCUs etc.

2. INTRODUCTION:

Lady Reading Hospital Peshawar/ Medical Teaching Institution (MTI) invites, sealed bids from the eligible bidders (Firms) for procurement of **Operation and Maintenance Air Conditioner Plant at Med Surg Block** for Hospital through open Competitive Bidding under rule 6(2) (b) “*Single Stage Two Envelope*” bidding procedures of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules 2014.

DESCRIPTION	DATES
Pre-bid meeting	
Last date and time for Bid submission	
CDR/ BID Security	PKR 1000,000

INSTRUCTIONS TO BIDDERS:

1. This Bidding procedure will be conducted in light of Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Laws, Rules made there under along with Standard Bidding Documents.
2. Both Technical Bids and Financial Bids must be submitted in two separate sealed inner envelopes marked “**1-Technical Bids**” and “**2-Financial Bids**” which should be packed/Sealed in one outer envelope.
3. The technical bids will be opened on / /2024 in presence of the bidders/representatives who choose to attend while the financial bids will be opened later on after the evaluation of technical bids. Financial bids of only technically qualified responsive bidders will be opened while the financial bids of technically unqualified bidders will be returned unopened.
4. An affidavit is mandatory; in the Technical Bid that bid security is placed in the financial bid. Duly *attested by notary public office*.
5. Pre-bid meeting with the interested bidders will be held on / /2024. in Conference Room of MMD Office of the Institution.

6. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
 7. All the bidders are required to provide annexure wise complete requisite documents with page marking for their Technical Evaluation / Qualification as prescribed under the rules.
 8. The bid should be complete in all respect and must be signed by the bidder.
 9. **All prices should quote in Pak rupees PKR should include all taxes applicable by Govt. (at any stage of tender process/till the validity of rates). If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.**
 10. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
 11. **For any query, clarification regarding Services / Bid Solicitation Documents, the applicants must study BSDs and clarify all issues in Prebid meeting no request will be entertained after prebid meeting.**
 12. The Bidder may after its submission withdraw its bid prior to the expiry of the deadline prescribed for submission of bids. Withdrawn bids will be returned unopened to the Bidders.
 13. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. **No offer shall be considered if:**
 - a. Received without earnest money;
 - b. It is received after the date and time fixed for its receipt.
 - c. The tender document and the bid is unsigned.
 - d. The offer is ambiguous.
 - e. The offer is conditional i.e. advance payment, or currency fluctuations etc.;
 - f. The offer is from blacklisted firm in any Federal / Provincial Govt. Dep't;
 - g. Only typed tender on original prescribing letter pad, sealed & signed (Every Page) should be submitted.
 - h. The quoted Price must be pre printed and **hand written** quoted price will **not be acceptable**. The tenders must be according to hospital specification; alternate rates will not be acceptable.
 14. Usage of correction fluid & corrections are strictly prohibited unless duly initiated.
 15. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
 16. In case of Bid Tie, the decision will be taken by making toss/draw/Recall sealed quotation in front of the bidders.
 17. Any direct or indirect effort by a bidding firm to influence this institution during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the LRH Peshawar's future bids.
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3. ELIGIBILITY CRITERIA:

- Bidders must give compliance to the below mentioned clauses as these are mandatory to being eligible for the bidding process. Relevant certificates must be attached.
- **The bidder must be registered with PEC for the relevant Speciality. Have minimum relevant experience, nearly similar Capacity, as mentioned.**
- **The bidder must be registered with Income / Sales Tax Department, reflected as Active Tax Payer on the list of FBR.NTN, KNTN and Professional tax.**
- **Proof of Financial Stability and Bank Certificate of Financial soundness.**
- **No Joint Venture Will Be Considered.**
- The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
- Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.

4. GENERAL CONDITIONS: -

- i.** LRH Peshawar shall evaluate the proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
- ii.** Alternative bid shall not be considered and shall be rejected by the Competent Authority.
- iii.** At any time prior to the deadline for submission of bids, LRH Peshawar may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
- iv.** If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- v.** LRH/MTI Peshawar may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.
- vi.** **The Rates will be applicable for three years after award of contract.**

5. INVITATION FOR BIDS

Hospital Director, Medical Teaching Institute, **Lady Reading Hospital Peshawar** invites sealed tenders on under National Competitive Bidding for the *procurement of services* for the **Operation and Maintenance Air Conditioner Plant at Med-Surg Block**, under rule 6(2)(b) “*single stage two envelope procedure*” of KPPRA Rules 2014, from (Authorized Firms) registered with the PEC, Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security **1,000,000/-** in shape of Call Deposit Receipt (CDR)/Bank Guarantee in the name of Hospital Director LRH Peshawar. An affidavit is mandatory, in the technical bid that bid security is placed in the financial bid. Pre-bid meeting with the interested bidders will be held on

The tenders complete in all respect must reach the undersigned by 10:00 hrs. on _____ which will be opened at **10:30 hrs.** on the same day in conference room of this institute in the presence of the opening committee and the bidders / representatives who may choose to attend.

Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

6. BID SECURITY

Bid security PKR 1,000,000/- in shape of Call Deposit/Bank Guarantee (refundable) drawn in favor of “**Hospital Director Lady Reading Hospital, MTI**” should be kept sealed in the financial proposal. An affidavit is mandatory in the technical bid that bid security is placed in the Financial proposal. Bid security of the successful bidder will be released after submission of Performance Guarantee.

The bid security may be forfeited:

- i. **If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or**
 - ii. **In the case of a successful Bidder, if the Bidder fails to sign the contract.**
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7. BID VALIDITY

- i) The bids should be valid for a period of 180 days after opening.
- ii) In exceptional circumstances, LRH Hospital may solicit the Bidder’s consent to an extension of the period of validity reasons shall be recorded in writing. The request and the responses there to shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

8. STATEMENT OF REQUIREMENT

REQUIREMENT	
1	<ul style="list-style-type: none">➤ The Firm will be responsible for smooth Operations and Maintenance of the plant 24/7 coverage.➤ Maintaining the required Comfortable Conditions (Temperature & Humidity etc.) of the building.➤ The staff should be well qualified, trained and preferably professional.➤ The Minimum Required Staff should be present in each shift (24/7) even on Gazette Holidays and Religious Occasions.

9. EVALUATION CRITERIA

9.1. TECHNICAL EVALUATION CRITERIA

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

Sr	PARAMETERS	SUB-PARAMETERS	MARKS	
1	Legal / Financial Requirements			
		Valid PEC Registration (ME-01)	Mandatory	
		NTN Registration Certificate (Active)		
		KNTN Registration Certificate (Active)		
		Sales & Professional Tax Certificate		
		Letter of Commitment (to ensure 24/7 of services/up time)		
2	TECHNICAL STAFF		15	
		<u>PROJECT DEDICATED</u>	Min Req	Marks Per each
	List of Skilled Staff members (O&M Experience on Major Projects) (Qualifications & Experience Docs should be provided)	1. Engineer / Plant In charge	1	2
		2. Plant Supervisors	3	0.5
		3. HVAC Technicians	10	0.5
		4. Plant Operators	6	0.5
		5. Electricians	2	0.5
		6. HVAC Mechanics / Skilled helpers	2	0.5
		7. BMS Technicians/Operators	3	0.5
		8. Safety (Not Mandatory)		
			I. Affidavit must be submitted for Declaration that list of all employees shared in bid are currently working with the firm.	
		II. Additional reliever must be provided, for at least Plant Supervisors, HVAC Technicians, Plant Operators, and BMS Technicians/Operators, in case of absent.		
3	Local Office(Letter head Pad)		02	
		Local Office at Peshawar (Complete office address and Contact no) on Letter Head Pad. Accompanied by Rental Contract /lease agreement with landlord.		
4	TRAINING OF STAFF		03	
		Training Certificates on Installed Chillers & BMS system.	0.5 marks per person	

5	RELEVANT EXPERIENCE		30
	Experience in Operation & Maintenance of HVAC Projects of Same Nature/Quantum i.e. (Minimum 2000RT or above will be considered only) (Provide W/O, Satisfactory Certificates etc).		10 mark per Projects Minimum 05 Years Experience
6	PAST PERFORMANCE	Major institutions served	10
	Past Performance Same Nature/Quantum (Min 2000 RT)		2 marks per institution
7	Financial Capabilities		10
	Turnover in Millions Audit Report and Balance sheet of last three years Should be attached	10-25 million	03
		26-50 million	05
		51- 100 million	06
		200 million and above	10
Total Marks			70
Qualifying Marks			49

9.2. FINANCIAL CRITERIA (30 MARKS):

S #	PARAMETERS	SUB-PARAMETERS	TOTAL: 30
	PRICE		30
		Lowest total Price will get full marks. The formula to calculate the marks for the price submitted is: [Lowest Price (FM)/Price of Bid under consideration (F)] x100 x 0.30	30

TOTAL MARKS (TECHNICAL CRITERIA + FINANCIAL CRITERIA): 100

Financial bids of only technically responsive bidders will be opened publicly at the time to be announced by the Procuring Agency. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. After getting the financial score from the remaining marks, the two scores will be combined to identify the best evaluated bid.

Financial Bid

S.NO	CATEGORY	COST (PKR Per Month)
1.	Per Month Charges	Rs-
Note: - All prices quoted must be in Pak Rupees (PKR) and should include all applicable taxes . If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes .		

TECHNICAL STAFF REQUIRED:

DESIGNATION	MIN QUALIFICATION & RELEVANT EXPERIENCE	REMARKS
HVAC Plant In-charge	BE/B.Sc. (Mechanical Engineering) with at least 5 Years' / B-Tech with 7 Years Relevant Supervisory experience	
HVAC Supervisor/ Shift In charge	DAE (HVAC) and 05-year experience of the Operation & Maintenance of CHW HVAC System	
Plant Operator	DAE with 5 years of relevant Operation & Maintenance of CHW HVAC System experience	
HVAC Technician	DAE/Matric with 5 years of relevant Operation & Maintenance of CHW HVAC Plant experience	
Electrician	Matric with 05-year experience or DAE(ELEC) with 3 Year experience at HVAC Plant	
BMS Operator (Trouble Shooter)	Matric with 05-year experience or DAE with 3 Year experience on BMS/Controls Operation & Trouble Shooting	
Skilled Helpers/ General HVAC Mechanic	03 years of experience in HVAC O&M	

Note

Provide the details of the Staff i.e. Qualification, Experience (CVs along with degrees, Certificates and Experience from Projects etc)

List of essential Consumables	
Quote separately in Financial bid. (Optional)	
Items	Quoted Rate (Inclusive of all taxes)
DE SCALER	
NEUTRILIZER	
VACUUM OIL (ROBIN AIR USA	
CLOSED CIRCUIT CHEMICAL	
OPEN CIRCUIT CHEMICAL (308)	
RUBBER GAS KIT SHEET (APS)	
Belts for AHU	
Belts For Cooling tower (Combine Belt)	

10. SCOPE OF WORKS (LEAST REQUIRED):

10.1. ROUTINE MAINTENANCE

JOBS	DAILY	WEEKLY	MONTHLY	QUARTERLY	YEARLY
Inspection and diagnosis of fault (if Any) code in the chillers (Shift Wise)	✓				
Checking / adjustment of pressure drop across the system (Shift Wise)	✓				
Logging of operating data / parameters of Main Equipment (CTs, CHLRs, Pumps etc) (Shift Wise)	✓				
Checking All the system Equipment	✓				
Checking of motorized, flow switches and control System		✓			
Checking of transducers, sensors and other controls of chillers and equipment.		✓			
Checking of electrical Accessories		✓			✓
Checking electrical wiring of chillers / components for any sign of overheating			✓		
Cleaning of electrical panel / control cards of chillers			✓		
Visual inspections of machine for any damage / loosening			✓		
Checking/testing/servicing of refrigerant leakage in the system and adjustment of charge if required.	✓				
Inspection & adding of chemicals for treatment of water and pipe line as per requirements			✓		
Checking / adjustment of temperature and pressure of chillers. (as per temperature of summer and winter season)			✓		
Checking of chilled water leaving and entering Temperature & Pressure (Recording of Data Hourly)				✓	
Checking of chilled water bypass circuit	✓				
BUILDING MANAGEMENT SYSTEM CHECKING		✓			
Checking and Cleaning of Air Filters		✓			
Detailed Inspection of AHU, s Water & Air Circuit.		✓			
Inspection of Chilled/Cond Water Line and Cleaning etc			✓		
Checking and servicing of control system (if Req)		✓			
Logging of operating data / parameters of AHUs (Shift Wise)	✓				
Logging of operating data / parameters of Certain Conditioned Spaces i.e. OTs, ICU, Wards etc (in each shift)	✓				

11. RESPONSIBILITIES:

CONTRACTOR'S RESPONSIBILITIES:

11.1. GENERAL OBLIGATIONS - EQUIPMENT AND OPERATIONS

- 11.1.1.** Ensuring that the HVAC system is properly maintained, serviced, and inspected on a regular basis to ensure its optimal functioning. This includes checking filters, cleaning ducts, inspecting electrical connections, and ensuring the system meets safety and health regulations.
- 11.1.2.** Diagnosing, troubleshooting, addressing of all the BMS related problems including but not limited to software/hardware issues.
- 11.1.3.** Monitoring and optimizing the HVAC system's energy efficiency to help reduce operational costs and environmental impact. This can include periodic energy audits, troubleshooting energy wastage, and suggesting energy-saving measures.
- 11.1.4.** After physical checkup of the HVAC system, recommend the details of critical spares, minimum inventory level which are required to be kept in stock for routine maintenance and servicing of HVAC system.
- 11.1.5.** Maintaining the plant related Equipment and Surroundings Clean and presentable.
- 11.1.6.** Specify 02 months before the start of season, the Spare parts/consumables etc along with their quantity and specification which are required for annual preventive maintenance.
- 11.1.7.** Be responsible for efficient operation and maintenance of above HVAC system. He will submit the details of staff to be deputed, as per qualification and experience mentioned. And should depute reliever in case of absence of any. Or otherwise, penalty will be imposed.
- 11.1.8.** Provide the names and CNIC No, Detailed Document and other details of their staff with shift Wise Details. Staff will not be changed from site; in case they will take prior approval.
- 11.1.9.** Ensure economical consumption of materials and spares supplied. All efforts should be made to repair old parts for its re-use. New part should only be substituted when the old part cannot be satisfactorily repaired & re-used.
- 11.1.10.** Arrange tools and instruments for its technicians who are required for operation, maintenance, servicing, overhauling and minor repair of above equipment.
- 11.1.11.** Maintain log book of chiller, pumps Suction/Discharge Pressure/Temp, AHUs, Electrical Panels, Conditioned Spaces etc. in each shift as per LADY READING HOSPITAL PESHAWAR approved format, submit it to Client on daily basis and take confirmatory signatures of the concerned representative.
- 11.1.12.** Record and monitor the temperature and humidity of all the rooms and Wards in each shift.
- 11.1.13.** Submit weekly report, regarding the overall performance of above equipment and pin point any action to be taken.
- 11.1.14.** In case of parts replacement Contractor shall handover defective part to LRH. And shall maintain a Register to record new parts taken and defective parts handed.
- 11.1.15.** Arrange chemical dosing of chilled water and testing of chilled water Nitrite, Iron Level, TDS and PH if required, from PCSIR. Cost of such tests shall be reimbursed to the contractor on production of cash memo.
- 11.1.16.** Random Air Balancing of Main Building Rooms if required will be done by the Contractor annually subject to prior approval.
- 11.1.17.** Repair works e.g., rewinding of pump/AHU motor, repair of chilled water piping /duct leakages etc. will be done by the Contractor. Provided that the spares are available.

- 11.1.18.** The resolution time for diagnosis and rectification of breakdown/emergent fault shall be 24-72 hrs. depending on the nature of fault and supply of spare parts by ADDITIONAL WARDS LADY READING HOSPITAL.
- 11.1.19.** Be responsible for operation of chillers, AHUs, Chilled water pumps, devices, Fresh/Exhaust Air Fans. He will be also responsible for manual operation of above equipment in case of defect.
- 11.1.20.** Ensuring that the HVAC system is maintaining the required air quality standards within the hospital. This involves maintaining appropriate temperature and humidity levels, controlling ventilation and air circulation, and regularly cleaning or replacing air filters.
- 11.1.21.** Collaborating with the hospital's administration to plan and execute necessary upgrades and replacements of HVAC system components or the entire system itself, when needed. This includes assessing new technologies, estimating costs, and coordinating installation with minimal disruption to the hospital's activities.
- 11.1.22.** Shall refer to O&M (Operation and Maintenance) manuals of HVAC equipment's for performing maintenance and upkeep work and follow instructions.
- 11.1.23.** Applying for the contract must have complete rights and understanding of the Building Management (BMS) system installed in HVAC plant LRH, as successful Firm will be expected of performing all types of trouble shooting in existing BMS.
- 11.1.24.** Shall abide by all the terms, rules and regulations in accordance with this Agreement and the Applicable Law.
- 11.1.25.** Shall employ and engage trained and skilled staff (within 07 days of the award of contract) reasonably required to complete the duties of this contract to the satisfaction of LRH-MTI. The Firm employees shall obtain confirmation/ approval from the hospital Authorized representative (HVAC Engineer) before execution of services.
- 11.1.26.** Shall attend to the maintenance or repair works on priority basis after office hours or on holy days Sunday if so warranted, or at any time due to emergencies and will provide services for smooth operation in the possible time. The Firm site engineer's/supervisor shall inform the hospital engineer in-charge will in advance about any Maintenance /repaired/service works scheduled to be done by the Firm after office hours or Sunday/holydays so that necessary security arrangement and access for the Firm staff be made the engineer in-charge.
- 11.1.27.** A complete general checking of the entire HVAC System and its allied equipment / accessories shall be carried out by the Firm at least once a month during which the defective parts shall be replaced by new ones, if required.
- 11.1.28.** Firm will be responsible to make good all the damages to all appliances due to abnormal HVAC Systems supply. Firm may advise LRH-MTI about all protective devices that may be installed in HVAC System to avoid damages/loss of connected load / circuits/ apparatus with HVAC system supply.
- 11.1.29.** Parts and spares, if required, may be provided by the hospitals or arranged by the Firm immediately. However, in case of purchase of the parts and spares by the Firm, the actual cost incurred on the material and its transportation only would be borne by the hospital. Approval to this effect shall be required to be obtained prior to such purchase. Payment to the Firm will be made only on "satisfactory work certificate" duly signed by the engineer in charge or his authorized representative. Firm will be paid separately as per his estimate with prior approval of hospital for any spare part required for replacement on submission of original receipts and warranties there of if applicable.

- 11.1.30.** Be liable to the penalty and Liquidated Damages for any loss incurred or suffered/any damage caused to HVAC System, movable or immovable property of LRH-MTI, on account of delayed, deficient or inadequate Services, or any actions adversely affecting warranty of the Equipment, or supply of substandard lubes, or interruption in the smooth operations of HVAC System for reasons directly and solely attributable to the Firm.
- 11.1.31.** Keep HVAC system room and its vicinity / area and allied equipment clean and tidy and light / fan etc. repairing shall be performed by the Firm staff.
- 11.1.32.** Submit reports for modification in equipment or processes to improve the performance of system for smooth operation.
- 11.1.33.** Submit an estimate to the HVAC Engineer LRH-MTI for approval before carrying out any major repairs which is not covered under this contract. The estimate shall be submitted expeditiously so as not to disturb the plant operation.
- 11.1.34.** Ensure that the air - conditioning plant is operated, maintained and serviced efficiently to avoid breakdown during normal operation. The Firm shall also ensure economical consumption of the material and spare parts supplied by the LRH-MTI.
- 11.1.35.** Record the temperature on each floor at different location at least twice daily.
- 11.1.36.** Ensure round the clock 24/7 support including on Saturdays, Sundays and other holidays.
- 11.1.37.** Carry out the annual servicing and over hauling of HVAC system during winter or intermediate season as directed by the engineer in charge and as per manufacturer's instructions.
- 11.1.38.** Carry out fortnightly, monthly, annual, cleaning, servicing, overhauling and maintenance of complete HVAC as directed by engineer in charge. All expenses incurred in this regard are deemed to be included in the monthly operation / maintenance charges.
- 11.1.39.** Carry out testing / analysis of lithium bromide solution of chillers once in a year payment will be paid by LRH-MTI, if required as directed by the engineer in charge. If the result is not within the prescribed parameters of manufacturer, then Firm will carry out necessary calibration, adjustment in chiller as required and as directed by the engineer in charge.
- 11.1.40.** Must provide accommodation for his staff near to the hospital.
- 11.1.41.** Provide the list of staff personnel working in LRH-MTI, along with their basic information, to LRH-MTI for security clearance with sufficient details. The list to be shared on monthly basis and at time when changes occur.
- 11.1.42.** Maintain vigilant supervision over its staff at all times. Dress code is to be applied with their service I.D for their distinct recognition. Apart from generally applied moral code the personnel of the service provide shall avoid to use any kind of toxic and narcotics, even LRH-MTI premises is a smoke free zone.
- 11.1.43.** Be responsible, at all times, for the conduct of its personnel and take prompt and strict disciplinary action against any conduct not in compliance with LRH-MTI rules, regulations and instructions issued from time to time.
- 11.1.44.** Be responsible for the medical and accidental insurance of its staff.
- 11.1.45.** Shall not engage staff below minimum wage as notified under Applicable Law.
- 11.1.46.** LRH- MTI shall not accept any responsibility of the designated personnel in the event of death, injury, disability or illness that may take place while performing/executing services required under the scope of this contract. Any compensation or expenditure towards the treatment of such injury/disability or loss of life shall be the sole responsibility of the Firm.
- 11.1.47.** Pay/transfer salaries to their personnel through banking channel.

- 11.1.48.** The Firm shall be responsible that it does not engage or continue to engage any person having a criminal record/ conviction or otherwise undesirable persons.
- 11.1.49.** Agree to remove from the site, whenever required to do so by the LRH-MTI, any personnel considered by LRH-MTI to be unsatisfactory or undesirable.
- 11.1.50.** Report immediately to LRH-MTI any kind of material incident (to the extent of scope of Firm required as per this Contract) including but not limited to theft, damage to LRH-MTI property and provide photographs of the incident.
- 11.1.51.** Ensure that the Equipment at all times is in compliance with the routine check list, the requirements of any applicable specifications and the Applicable Law.
- 11.1.52.** Unless expressly specified in this Agreement, the Firm shall solely be responsible for all cost and/or expenses associated with the fit-out, furnishing, administration, office space and/or any and all operational costs associated with its operations until the Termination Date.
- 11.1.53.** The Firm shall ensure that it will not violate any Law of Pakistan especially laws related to Labor Laws of Pakistan.
- 11.1.54.** Adhere to the prevailing labor laws including but not limited to Minimum wages, social security & employee old age benefits etc. The LRH-MTI reserves the right to seek proof if the same is being paid to the personnel as and when required, the failure of which can lead to the Termination of the Contract, forfeiture of Performance Guarantee/Security and remaining invoices amounts may be distributed to personnel of the firm or may impose liquidity damages as describe in the agreement;
- 11.1.55.** Be responsible for cleaning services 24/7 and 7 days a week (08-hour shift) and 04 days leave in a month. Reliever will be the responsibilities of the Firm.
- 11.1.56.** The firm Shall comply biometric attendance of all the staff as per Procurement entity along with relievers. Uniform as per Requirement of Procurement entity.

11.2. OPERATIONS AND MAINTENANCE OF THE EQUIPMENT

- 11.2.1.** The Firm shall provide the Services strictly in accordance with the operation specification schedule and any further instructions of LRH-MTI given pursuant to this Agreement.
- 11.2.2.** The Firm shall be obliged to log a report with LRH-MTI within fifteen (15) minutes of the occurrence (or as soon as practicable thereafter) of any incident/accident, detailing the nature and location of the incident and where applicable, details of the parties involved. Service Provide shall report any incident to LRH-MTI which are even not related to Firm scope of work.
- 11.2.3.** From the Commencement Date and for the duration of the Agreement, the Firm shall be entitled to operate the Equipment and provide services in accordance with Operation specification schedule.
- 11.2.4.** Temporary interruptions, delays or deviation from Services
The cancellation of Services by the Firm shall only be permitted if such cancellation is due to:
- (a) weather conditions (subject to prior agreement with LRH-MTI), or any Event of Force Majeure; or
 - (b) immediate danger to life and/or personal injury and/or serious damage to property,
- in which event, LRH-MTI and the Firm shall meet in good faith on an urgent basis, to agree upon the deviation from the Services to be allowed and the expected date and/or time of recommencement of the Services, or if the Parties fail to reach agreement within one (1) hour after having met for the first time, LRH-MTI decision shall be final and binding on the Parties.

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

11.3. EMPLOYMENT

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

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

11.4. INCIDENT REPORT

11.4.1. Should the Firm become aware of events or circumstances which have prevented, are preventing or will prevent the Firm from providing the Services, the Firm shall immediately after becoming so aware, advise LRH- MTI of such events or circumstances and also indicate the manner in which the provision of the Services was, are or are going to be impacted.

11.4.2. In addition to any obligations under Applicable Law, the Firm shall immediately after its occurrence notify LRH-MTI of any accident relating to the Services (whether or not a Equipment has been involved) in which persons have been injured or killed.

11.4.3. The Firm shall report any acts of vandalism or damage to Equipment to LRH-MTI within one (1) day of becoming aware of their occurrence.

11.5. OTHER RESPONSIBILITIES

11.5.1. The Firm shall be responsible for the safe disposal of waste, oil, lubricant or water containing any variation of such lubricant in accordance with the Applicable Law.

11.5.2. The Firm shall at its own cost comply with all labor, employment, occupational health and safety regulations and standards applicable to the Services.

LADY READING HOSPITAL RESPONSIBILITIES:

THE LADY READING HOSPITAL SHALL:

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

12. MAINTENANCE OF EQUIPMENT

12.1. General Obligations

12.1.1. The Firm shall, at all times during the term of this Agreement, ensure that all Equipment utilized in rendering of the Services are kept in a state of good repair and maintained in accordance with the Equipment Supplier requirements and/or recommendations and the provisions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Firm shall:

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

12.1.3. at all times, unless expressly stated otherwise in this Agreement, be responsible for the service, maintenance and upkeep of the Equipment, including during the Defect Liability Period.

12.2. MAINTENANCE

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

12.2.2. If at any time HVAC system is in need of service, maintenance and/or repair and the Firm fails to make such repair within a reasonable time, LRH-MTI shall notify the Firm of such failure and shall indicate in that notice the type of service, maintenance and/or repair that is required and the period within which such service, maintenance and/or repair must be completed. If such service, maintenance and/or repair is not completed within the time specified in LRH-MTI's notice, LRH-MTI shall be entitled to effect such service, maintenance and/or repair at the cost and expense of the Firm in which case LRH-MTI may, in its discretion, liquidate partially or fully the Performance Security.

12.2.3. The Firm shall maintain a complete and detailed record of all service, maintenance and/or repairs (including the cost of any such service) for each Equipment and shall, upon reasonable notice, make such records available to LRH-MTI for audit and/or inspection.

12.3. Spare Parts

12.3.1. Parts and spares, if required, may be provided by the LRH-MTI or arranged by the Firm immediately. However, in case of purchase of the parts and spares by the Firm, the actual cost incurred on the material and its transportation only would be borne by the hospital. Approval to this effect shall be required to be obtained prior to such purchase. Payment to the contractors will be made only on "satisfactory work certificate" duly signed by the engineer in charge or his authorized representative. Firm will be paid separately as per his estimate with prior approval of hospital for any spare part required for replacement on submission of original receipts and warranties there of if applicable.

12.3.2. Unless expressly agreed otherwise, the Firm shall be responsible for the provision of all spare parts required for the performance of the Services.

12.3.3. Tools and equipment

12.3.4. The Firm is required to provide the required tools and equipment to maintain the HVAC system and/or otherwise to provide the Services in accordance with the Operation specification schedule.

	KPI	Failure Event	Performance Deduction Percentage
1	Prevention of Severe Accidents	The firm shall indemnify procuring entity in case of any accident involving Equipment & Software due to the Firm fault or malfunctioning of equipment resulting in death or any physical injury of a patient or other person (Severe +Material Accident)	Total cost of Damages and all legal proceedings
2	Prevention of Material Accidents	The firm shall indemnify procuring entity in case of any legal proceedings initiated against LRH for accident involving Equipment & Software due to the Firm fault or malfunctioning of equipment resulting in death or any physical injury of a patient or other person (Material Accident)	Total cost of Damages and all legal proceedings
3	System shut down	Number of operating minutes in which the Firm shutdown system partially or fully	5 % per incident which continue for more than 60 minutes
4	Safeguarding of operational data	Some operational data irrecoverably lost	1% per occurrence
5	Repetition of issues	Occurrence of same issues by more than 10 times in the same month in same or multiple equipment	3 % per occurrence
6	Transparent self-reporting	False or misreporting of monthly operations report	2 % per occurrence
7	Dragnet clause	Any act/instance that is non-conforming or a violation of Contract, Operation Specification Schedule, Rules or Regulations of LRH-MTI, Instructions given by the LRH-MTI or violation of Protocol unless covered by another KPI	1 % per occurrence
8	Proper Uniform	If the personnel working is not found in proper uniform and displaying their photo identity card.	Rs: 500/- per day per staff
11	Frequently occurred violations	Occurrence per violation listed in table below (Failure Event), unless covered by another KPI Note: This Liquidated Damages will be only applicable, if any other Liquidated Damages is not applicable under the Agreement/Contract	0.5% per occurrence
12	Unavailability of staff	In Case any staff found absent during duty hours	5000/- per staff per day
13	Fire incidents	In case of Fire incident due to negligence from the firm staff.	Total cost of damages

12.4. BLACKLISTMENT OF DEFAULTED BIDDER/CONTRACTOR

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

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

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

Conditions for debarment of Defaulted Bidder/Contractor

- Failure or refusal to:
- Accept Purchases Order / Services order terms.
- Make supplies as per specifications agreed.
- Fulfill contractual obligations as per contract.
- Non execution of work as per terms & condition of contract.
- Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- Persistent and intentional violation of important conditions of contract.
- Non-adherence to quality specifications despite being importunately pointed out.
- Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Lady Reading Hospital MTI Peshawar.

Procedure for Blacklistment and debarment

1. Lady Reading Hospital MTI Peshawar may on information, or on its own motion, issue show cause notice to the bidder.
 2. The showcause notice shall contain the statement of allegation against the Bidder.
 3. The bidder will be given maximum of seven days to submit the written reply of the show cause notice.
 4. In case the bidder fails to submit written reply within the requisite time, the competent authority may proceed forth with ex-parte against the bidder.
 5. Direct to issue notice of personal hearing to the bidder/ authorized representative of the bidder and the competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
 6. The competent authority shall decide the matter within thirty days from the initiation of proceedings.
 7. The order of competent authority shall be communicated to the bidder by indicating reasons.
 8. The duration of debarment may vary up to five years depending upon the nature of violation.
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12.5. REDRESSING OF GRIEVANCES

1. The purchaser shall constitute a committee comprising of disagreed & notified by the competent authority proper powers and authorizations to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

2. Any bidder feeling aggrieved by any act of the purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than 03 days after the announcement of the bid evaluation report.
 3. The grievance redressed Officer shall investigate and decide upon the complaint within 06 days of the receipt of the complaint. The report along with decision shall be forwarded to the purchaser officer within the prescribed period.
 4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
 5. Note: Grievance notified & designated who can invite appropriate official as co-opted member for grievance.
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12.6. AWARD OF CONTRACT

Contract will be awarded to the bidder with an overall best (TECHNCAL +FINANCIAL) score, and shall be confirmed through a written form. Signed by **the Successful Bidder and LRH, MTI Peshawar.**

12.7. TERMINATION OF CONTRACT:

In case the contractor does not fulfill obligations under this contract or violates any provision of this contract, the owner may terminate the contract by giving the Contractor notice of termination or reasonable time to remedy and correct the failures/faults. If such reasonable time elapses and the contractor has not timely commenced the corrective actions/remedy, then the Client may terminate the agreement. Termination under this paragraph does not relieve the Contractor from any liability for any damages caused to the Client.

The Client may terminate this contract as whole or in part without showing any reason giving 30 days' written notice to the contractor.

The Client shall pay all reasonable cost / bills for the work done by the contractor till the date of termination of the contract. However, the Client will not reimburse any anticipatory profits to the contractor, which has not been earned up to the date of termination of the contract.

12.8. PAYMENT

The successful Contractor shall submit the bill to the Client on monthly basis for the Operation and routine maintenance of the HVAC system for the past month.

The bill for payment for any material supplied & used for the pre scheduled Preventive maintenance or corrective maintenance shall be submitted at the time of completion of the task for the respective HVAC equipment/system.

13. DETAILS OF THE EQUIPMENT INSTALLED AT THE NEW MEDICAL AND ALLIED BUILDING

Description	Unit	QUANTITY									Total Qty
		Basement	Ground	1st	2nd	3rd	4th	5th	Roof Top	Plant Room	
DFA Chillers	No's									3	3
Centrifugal Electric Chiller	No's									1	1
Cooling Towers	No's									4	4
Diesel Tank	No's									1	1
Oil Pumps	No's									2	2
AHUs	No's		9	6	6	6	5	6	2		40
MAHUs	No's			4	4	2	2				12
FCUs	No's	9	71	24	24	53	39	63			283
Exhaust Fans	No's	8	10	15	15	12	12	13			85
Chilled Water Primary Pumps	No's	4									4
Chilled Water Secondly Pumps	No's	7									7
Condenser Water Pumps	No's	10									10
Expansion lank	No's	1									1

Air Separator	No's	1									1
Chemical Feeder	No's	1									1
Dosing Pumps	No's	2									2
MCC 1	No's	1									1
MCC 2	No's	1									1
Humidifiers	No's		8	6	6	6	5	6	2		39
ACPs	No's		6	6	6	6	5	6	2		37
Water Treatment Chemicals	No's										
Pressure Gauges	No's	42	18	20	20	16	14	12	4	17	163
Thermometer	No's		18	20	20	16	14	12	4	16	120
Gas Flow Meter	No's									3	3