



**BACHA KHAN MEDICAL COMPLEX SWABI
MEDICAL TEACHING INSTITUTE**

After Pre-Bid

BID SOLICITATION DOCUMENTS

CONSERVANCY SERVICES

FOR

Bacha Khan Medical Complex (BKMC-MTI, Swabi)

Gajju Khan Medical College (GKMC-MTI, Swabi)

THQ Hospital Topi

THQ Hospital Chota Lahor

Nigar College of Nursing (NCN)

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.

Manager Material Management
BKMC/GKMC

Manager Facilities Management
BKMC/GKMC

Manager Human Resource
BKMC/GKMC

Hospital Director
BKMC-MTI, Swabi

INTRODUCTION:

Bacha khan Medical Complex-MTI, Swabi invites. Category wise sealed bids from the eligible bidders, reputed contractors / individuals for the different services at BKMC/GKMC-MTI Swabi. 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	16/01/2025 at 11:00 AM
Tender opening date	29/01/ 2025 at 11:30 AM

1) 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. Pre-bid meeting with the interested bidders will be held on 16 / 01 / 2025 at 11:00 AM in the Committee Room Admin Block of BKMC-MTI, Swabi.
3. Any bid received after the deadline for submission of bids shall not be entertained and shall be returned unopened to the Bidder.
4. 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.
5. The bid should be complete in all respect and must be signed by the bidder.
6. 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 Government taxes.
7. Bidders are essentially required to provide correct and latest postal/email/web addresses, phone/mobile/fax numbers for actively and timely communication.
8. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least one day prior to the opening date.
9. 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.
10. 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. Deptt:
11. Usage of correction fluid & corrections are strictly prohibited unless duly initialed.
 12. Any erasing / cutting etc. appearing on the offer, must be properly signed by the person signing the tender.
 13. In case of Bid Tie, the decision will be taken by Post Qualification.
 14. 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 BKMC/GKMC-MTI, Swabi's future bids.

2) ELIGIBILITY CRITERIA:

1. 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.
2. Only Typed tender on original letter pad, sealed & signed should be submitted.
3. The tender must be according to hospital specification.
4. Alternates rates will not be acceptable
5. No conditional tender will be acceptable
6. The bidder must be registered with Income / Sales Tax Department, NTN, KNTN, reflected as Active Tax Payer on the list of FBR.
7. The bidder shall provide an undertaking that the bidder has not been declared black listed by any Governmental/ Semi-Governmental institutions.
8. Bidders shall not be eligible to bid if they are under a declaration of Ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPPRA Rules 2014.

Evaluation Criteria: (Single Stage Two Envelopes).

The Firm found eligible as per criteria given on the previous page shall be subject to evaluation criteria given here below.

Total Marks in Technical

Criteria: 70

Qualifying Marks: 49

Financial Marks: 30

Total Marks: 100

Technical Criteria for Conservancy service

Description	Marks
Relevant Experience should be more than 3 years. Note: The firm Experiences will be count after registration of the firm with the FBR	Mandatory
SECP Registration and Memorandum	Mandatory
The bidder must be registered with Income Tax, Sales Tax, KPRA (KNTN), NTN. (Certificate of Company/Firm/Registration/Incorporation under the laws of Pakistan Valid Income Tax Registration Valid General Sales Tax Registration (Status = Active with FBR) Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan)	Mandatory
Performance certificate from present Hospitals Each Certificate carry 02 marks (max 5 certificates) (Minimum 50 Bedded Hospital)	10
Performance certificate from previous Hospitals Each Certificate carry 02 marks (max 5 certificates) (Minimum 50 Bedded Hospital)	10
Year experience in Hospitals in the same field to be verified from Contact Agreements. More than 3 years & upto 5 years = 05 More than 5 years = 10	10
Office In Swabi	03
Office In Other then Swabi	02
No. of Hospitals in Government / Private Experience Up to 05 = 3 6 to 10 = 6 11 to 15 = 10	10
Income Tax Return for two years i.e., (2022-2023 and 2023-2024) Up to 10 million = 3 11 to 25 million = 6 36 to 40 million = 10	10
ISO 9001: 2008 Certificate with Scope of "Facility Management Service"	03
ISO 9001: 2015 Certificate "Quality Management System"	02
Equipment list for cleanliness (Floor Scrubber & housekeeping trolley, walk behind,	05

vacuum machine) including all utilities.	
Account Maintenance Certificate from the Bank	05

Grievance Resolution mechanism:

Grievance if any, shall be make through written application to the Hospital Director within 5 working days after uploading of technical score. However, the Hospital Director should either have disposed of the said application by him or refer it for disposal to the Committee.

Financial Bid

S.No.	CATEGORY	COST(PKR)
1.	Minimum Wages	
2.	Material Cost (Bleach Powder + Liquid, Sweep, phenyl, Surf, Acid, Shopping Bag, Wiper, Dry Mop, Puchara, Garden Pipe, Broom, Cob Web Brush, Commode Brush, Carpet Brush, Housekeeping Gloves, Long Shoes, Disposable Face Mask, Complete Uniform Kit.	
3	Company Charges	
4	Group Insurance as per government rules	
5	ESSI as per government rules	
6	EOBI as per government rules	
7	WHT as per government rules	
8	KPRA as per government rules	
9	Stamp Duty as per government rules	
10	DPR as per government rules	
11	Total Amount per Janitor	

Note: -

- Costs Includes of all taxes.
- Form Shall be Filled for the whole assignment.

Note: - The contractor should pay the housekeeping personnel in accordance to the rules & regulations of Khyber Pakhtunkhwa labor department.

- No of staff will be according to the need/requirement of hospital. It may be increase or decrease by the need arise.

3. GENERAL CONDITIONS: -

1. BKMC/GKMC-MTI, Swabi 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.
2. Alternative bid shall not be considered and shall be rejected by the Competent Authority.
3. BKMC/GKMC-MTI, Swabi may increase or decrease the requirements per KPPRA rules.
4. At any time prior to the deadline for submission of bids, BKMC/GKMC-MTI, Swabi 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.
5. 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.
6. BKMC/GKMC-MTI, Swabi may accept or reject any or all of the bids under Rule 47 of KPPRA Rules, 2014.
7. No complaint, objection etc of any kind shall be entertained beyond the period reserved for grievance resolution.
8. No offer shall be accepted if Bidder failed to meet the qualification prescribed in these documents.
9. The contractor shall obey all the written and verbal instructions issued from competent authority. Default on part of contract will lead to fine which may extend to Rs. 50,000; however, continuous default will lead to cancellation of contract as well as blacklisting.
10. Estimated No. of Persons 90 to 100 (Increase or Decrease in person as per requirements)

**Bacha Khan Medical Complex
Medical Teaching institute
Swabi**

INVITATION FOR BIDS

Hospital Director, Medical Teaching Institute, Bacha Khan Medical Complex Swabi Invites sealed tenders on basis under National Competitive Bidding for conservancy Services for Hospital, under rule 6(2)(b) “*single stage two envelope bidding procedure*” of KPPRA Rules 2014, from well reputed firm registered with the Income / Sales tax, reflected on Active Taxpayer List of FBR.

The bidders are required to submit bid security of Rs 500,000/- in the name of Hospital Director BKMC-MTI, Swabi. An affidavit is mandatory, without indicating the figure in the technical bid that bid security is placed in the financial bid. Pre-bid meeting with the interested bidders will be held on 16/01/2025 at 11:00 AM. at the address given below.

The tenders complete in all respect must reach the undersigned by 29/01/2025 at 11:00 AM which will be opened at 11:30 Am on the same day in Committee room of the Bacha Khan Medical Complex Medical Teaching Institution Swabi in the presence of the Procurement 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.

4. BID Security

Bid security Rs. 500,000/- (refundable) drawn in favor of “Hospital Director BKMC-MTI, Swabi Hospital” should be kept sealed in the financial proposal.

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.

5. BID VALIDITY:

i) The bids should be valid for a period of 180 working Days from the date of opening.

ii) In exceptional circumstances, BKMC-MTI, Swabi 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.

7. SPECIAL CONDITIONS OF THE CONTRACT: -

1. If any of the given specifications/parameters does not meet the required specifications, their offer will not be considered and shall summarily be rejected by BKMC/GKMC-MTI, Swabi.
2. All bidders shall comply with code of ethics formulated by KPPRA.
3. In case of ban imposed on new tender initiation by Government, the contract agreement is extendable till the ban is revoked from new tender initiation and its finalization.
4. Technical Bids will be in proper binding otherwise will be rejected on the spot (in the tender opening meeting).

Scope of work:

- No of staff will be according to the need/requirement of hospital. It may be increase or decrease by the Need arise.
- Cleaning services round the clock 24/7
- Removal of all type of waste
- Floors are free of stains, visible dust, spills and streaks.
- Walls, ceiling and doors are free of visible dust, gross soil, streaks, spider webs and handprints.
- All horizontal surfaces are free of visible dust or streaks including furniture, window ledges, overhead lights, phones, pictures frames, carpet s, equipment's etc.
- Bathrooms fixture s including toilets, sinks, tubs and showers are free of streaks, soil, stains and soap scum.
- All type of mirrors and windows are free of dust and streaks.
- Transportation of waste to disposal point produces in the building.
- Periodical Spray for insecticides
- Cleanliness of drain
- Emergency & urology and its surrounding should be neat and clean in all respective
- The contractor will provide color coded bags on daily basis.
- Material will be providing by contractor of good quality
- Contractor will provide Soap, Toilet paper, Hand sanitizer for washroom rooms/offices

Terms & Conditions:

- The tenure of contract will be 03 years.
- The Contractor Must Be Registered with KPPRA.
- The firm will provide the daily, weekly and month work plan.
- All sweepers will wear proper uniform dress clearly indicating their function. Uniform shall bear name of contractor/firm. Uniform must be approved from HD.
- Contractor will be responsible for any theft from washrooms.
- All the equipment's/materials will be the responsibility of the contractor.
- Contractor will follow EPA Hospital Waste Management policy.

- Contractor will provide spill kit on each floor.
- Contractor will change plastic bags of waste bins in each shift.
- Initial 3 months will be probation period.
- Performance will be evaluated by Facility Manager and Sanitary inspector on daily basis.
- Any failure to meet the requirement of the contract including failure to complete the work satisfactory, failure to deploy minimum manpower, failure to provide/use material, shall result in deduction of proportionate amount from firm.
- The contractor shall also be liable for any expenses; losses damage which factor may incur or sustain due to contractor fault. The cost shall be deducted from the contractor bill.
- The contractor shall carry out work directly. contractor is not allowed to carry out whole or part of the work through subcontractor
- The above manpower requirement does not include weekly off, leave, absence, and requirement.
- The contractor shall not engage any person below the age less than 18 years for the work.
- The contractor shall provide replacement of personnel, in case of absenteeism, casual/sick leave etc. so as to ensure full staff at all time. In case of absence/leave by any reason the contractor must make arrangement of alternate immediately otherwise wages at double the rate would be deducted per day of absence.
- If a person is found unsuitable for the work by hospital staff due to misconduct/negligence of duty /unsafe act/being under influence alcohol/violation of any norms or instruction or any other reason, the person shall be replaced by the contractor immediately on being informed that effect.
- A daily attendance register shall be mentioned by the supervisor which shall be counter signed by the designated hospital staff responsible for that area of work of shift wise and countersigned by worker-in-charge on day-to-day basis.
- The contractor will follow the KPPRA rules.
- The contractor shall comply with the provisions of the Acts and rules by Central/State Govt as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including.
- Right are reserved to cancel the order in to or a part thereof without assigning any reason but to safeguard interest of the institution/patient.

8. Award of Contract:

Contracts shall be confirmed through a written agreement signed by the successful bidder and the BKMC/GKMC-MTI, Swabi.

9. Payment:

- a. No advance payment will be permissible.
- b. The payment will be made after successful supply, installation/inspection and test run of all requisite items.

10. Compliance with Labor Laws:

- The industrial and commercial employment (Standing Orders) Ordinance, 1968: Establishes the terms of employment, dismissal procedures, and conditions for workers in industrial and commercial establishments.
- The minimum wages ordinance, 1961: Mandates minimum wage rates for different

categories of workers, ensuring that employees receive a fair wage for their labor.

- The shops of establishments Ordinance, 1969: regulates working hours, overtime, leave, and other employment conditions for workers in shops and commercial establishments.
- The payment of wages Act, 1936: ensures timely payment of wages to employees without unauthorized deductions.

11. **Employee Rights and Benefits.**

- **Wages and Overtime:** Workers must be paid at least the minimum wage and for any overtime work as per legal requirements.
- **Working Hours and Rest Periods:** Compliance with regulations regarding maximum working hours, weekly rest days, and break periods.
- **Leave Entitlements:** Provision for annual leave, Sick Leave, and maternity Leave as per legal requirements.
- **Health and Safety:** Ensuring safe working conditions, proper training, and the availability of necessary safety equipment's.
- **Social Security:** Registration of workers with relevant EOBI, Social security institutions, and contribution towards social security benefits, including old age pensions, medical care, and injury benefits.

12. **Contract and Employment Terms:**

- **Employment Contracts:** Clear and written contracts outlining the terms of employment, job roles, wages, conditions, responsibilities, remuneration, and other employment terms.
- **Termination Procedures:** Adherence to legal procedures for termination, including notice periods and severance pay.

13. **Monitoring and Enforcement:**

- **Inspections and audits:** Regular inspections by labor departments to ensure compliance with labor laws and standards.
- **Worker Grievances:** Mechanisms for workers to report grievances and seek redressal without fear of retaliation.
- **Penalties for Non-Compliance:** Imposition of fines and penalties on employer's violate labor laws.

14. **Grievance Redressal:**

For outsourced service employees at MTI GKMC/BKMC & Allied Hospitals, it is crucial to maintain a harmonious working environment and ensure the well-being and satisfaction of all staff members. Here are some steps and best practices for setting up an effective grievance redressal mechanism.

- **Policy Documentation:** Create a detailed grievance redressal policy outlining the

procedures for filing and addressing grievances.

- **Awareness:** Ensure all employees are aware of this policy through training sessions, handbooks, and regular communication.
- **Appointment:** Appoint a Grievance Redressal Officer (GRO) or establish a committee responsible for handling grievances.
- **Training:** Provide training to the GRO or Committee Members on handling grievances sensitively and effectively.
- **Confidentiality:** Ensure that the grievance submission process is confidential to protect the privacy of employees.
- **Timelines:** Set clear timelines for addressing grievances and communicate these to employees.
- **Resolution Communication:** Communicate the resolution to the employee who raised the grievances.
- **Labor Laws:** Ensure compliance with all relevant labor laws and regulations concerning employee grievances.
- **Contractual Obligations:** Adhere to any specific grievance redressal procedures outlined in the contracts with outsourced service providers.

15. **Onboarding:**

The Comprehensive onboarding process for outsourced process for outsourced employees to understand the MTI GKMC/BKMC & Allied Hospitals Culture, Values, and expectations.

16. **Continuous Training:**

Ongoing Training and professional development opportunities to keep outsourced staff updated with the latest skills and knowledge.

17. **Regular Audits:**

Conduct regular audits and reviews to ensure the outsourced services meet the MTI GKMC/BKMC & Allied Hospitals standards.

18. **Risk Management:**

- **Contingency Planning:** Have contingency plans in place to handle disruptions or failures in outsourced services.
- **Risk Assessment:** Regularly assess risks associated with outsourcing and implement measures to mitigate them.

CONTRACT AGREEMENT

This short-term contract agreement is made at Peshawar, this ____ day of _____ 2025. Between the Bacha Khan Medical Complex, Gajju Khan Medical College, THQ Hospital Topi & Chota Lahor-MTI, Swabi through its, Hospital Director BKMC-MTI, Swabi (here-in-after referred to as Hospital).

AND

M/s _____, Address: _____, through its Designation, S/O _____, bearing CNIC No. (Here-in-after referred to as Contractor) which expression shall include Successor-in-interest where-ever so permits.

WHEREAS IN CONSEQUENCES of the approval accorded and acceptance of bid, for grant of contract of Conservancy services at BKMC, GKMC, THQ Hospital Topi & THQ Chota Lahor. - MTI, Swabi Against the Monthly charges @ Rs. _____/- per head inclusive of cleaning Material(s) per month subject to deduction of all the applicable taxes, for a period of 03 years with effect from, / 2025 till next tender on the following terms and conditions:

1. That this short-term agreement shall remain valid till next contract the contract shall be initially on probation for a period of one month, during which the services of contractor shall be closely monitored by the BKMC, GKMC, THQ Hospital Topi & THQ Chota Lahor-MTI. In case of deficiency in services of non-satisfactory performance, the Hospital reserve the right to cancel or annul the agreement and non-compliance of any time during of the contract and labor laws EOBI, ESSI and GI payment. Provided that, the Contractor shall be given prior notice clearly mentioning defect in services / non-satisfactory performance.
2. That Contractor shall provide conservancy services for Bacha Khan Medical Complex, Gajju Khan Medical College, THQ Hospital Topi & THQ Chota Lahor- MTI Swabi observing 24/7 (twenty-four hours & seven days a week) in three shifts for provision of detailed cleaning services and washing including material required, as per Hospital specification soup, phenyl, surf provided as per bid solicitation documents.
3. That the Contractor shall remove all type(s) of filth from the premise and ensure that the floors/washrooms/offices/clinics/ceiling free of stains, visible dust, spill and streaks. The contractor shall ensure cleanliness of walls, Ceiling and fans. All clogs sewerage lines to be opened by the contractor with snake machine and any missing fascists or any other items which are missing in the washroom to be replaced by the contractor at no cost to BKMC, GKMC, THQ Hopsital Topi & THQ Chota Lahor.

4. The Contractor shall further ensure complete cleanliness of Bath Rooms, along with all fixtures including toilets pans, sink pans, shank tubs and showers, by ensuring that very thing is free of streaks, soil, stain and soap scums. The contractor must have a snake machine, wet floor signs, housekeeping trollies, electric blower and sucker machine.
5. The contractor shall ensure complete cleanliness of all drains form the premises and ensure periodical insecticide spray, similarly all the surroundings of the premises shall be kept neat and clean in all respect.
6. That the Contractor shall provide all the services, with goods specifically mentioned in bid solicitation documents, purchase/work order shall be considered as integral part of this agreement.
7. That the BKMC, GKMC, THQ Topi & Chota Lahor Shall pay monthly charges (Bills) before 05 date of every month per head per month charges Rs. _____/- subject to availability of funds from the date of taking over the possessions i.e., / /2025 subject to verification of regulatory payment i.e., EOBI, ESSSI, and GI and bank wage transfer letter & satisfaction by the Manager Facilities Management.
8. The contractor shall not sublet the area to any other person/firm/company, also shall not make any alteration, construction, add subtract or change in super structure without prior written approval and permission of the Hospital. In case of violation, the Hospital reserves right to terminate the contract. The Hospital shall reserve the right to direct to increase or decrease the number of sweepers & supervisors as per need and subject to availability of finance/funds. Furthermore, the hospital reserves the right to expand the services to any new area, precincts of building, block, via written communication against same charges /cost. The contractor shall obey such orders in letter and spirit without demanding any increase in the charges /rate approved during the bidding process. The Hospital shall issue separate office order clearly mentioning the number of sweeper or supervisors to be increased or decreased, as the case may be which shall be construed as an integral part of instant agreement.
9. That the contractor shall run his business within the above said premises strictly in accordance with the rules prescribed written or verbal duly issued by the Hospital, relating to conservancy services in the precincts by giving full effect to the provision of this agreement. However, the contractor is bound to obey direction of Hospital for a provision of extra facilities / services as directed by the Hospital subject to payment of additional payment for expenses when needed / required by the Hospital or his designated official.

10. That the contractor shall employ health, well-mannered and trained staff, not below 18 years of age, round the clock 24/7. The Contractor shall ensure minimum wages, ESSI, EOBI as admissible under the relevant applicable law and keep record of attendance of staff on duty in three shifts.
11. That all workers deployed by the contractor shall wear uniform, holding the company Identity card duly issued by the contractor and obey the disciplinary rules and regulations of BKMC, GKMC, THQ Topi & Chota Lahor during working hours, failing which strict disciplinary action will be initiated by the Hospital against the contractor and his staff, which may result in imposition of fine as mentioned in para 13 and when decided by the Hospital on each default. In the event of non-compliance, the fine shall be realized from the monthly bill, as the case may be. That will full default shall lead to cancellation of this agreement.
12. That on expiry of the terms of contract, the contractor shall hand over the vacant possession of the premises to the Hospital. However, the contract period can be extended for the further period with mutual consent of both the parties after the evaluation of the previous conduct of the contractor. In the event of extension, fresh agreement shall be executed with fresh terms and conditions in accordance with the hospital policy.
13. That in case of violation such as missing equipment Rs. 3,000, no uniform Rs. 1000, uncleaned washroom Rs. 1000, unavailability of supervisor Rs. 1000, bins without bags Rs. 500, staff without ppe kit Rs. 1000 and short staff Rs. 1500 or any other of the term(s) and condition(s) of the instant agreement or violation of rules by the contractor the BKMC, GKMC, THQ Topi & Chota Lahor-MTI swabi shall be at liberty to impose fine up to Rs. 2000/- to Rs. 5000/- on each default of any other violation rather than mentioned above. While in the event of need of the Hospital the Termination of Contract shall only be permissible subject to the one prior notice. Further provided that the contractor shall ensure completion of the project without any defect in provision of services. If the contractor left the precinct before the expiry of the contract agreement the Hospital reserves the right to initiate the process of the blacklisting at the debarment as per KPPRA Rules. The Hospital is at liberty to confiscate all the securities deposits of the contractor in the such event.
14. That in the event beyond the control of either party, by act of God or Act of Terrorism or any act of forced measure, neither party shall bear the loss cause to premises, equipment, or property connected with the premises / services.

15. That all the applicable taxes and Government duties shall be exclusively borne by the Contractor during the continuance of the contract. No claim in this regard shall be entertained by the Hospital.
16. That any increase in Daily wages under Govt Labor Law will directly come into force including all taxes in the existing quoted rate/price. If the Government taxes revised then the taxes will be deducted as per rules, regulations and laws.
17. That failure to meet the requirement of contract/bid Solicitation Documents / Tender Notice and bid offered by the Contractor, or to carry work to the satisfaction of Hospital, or to use substandard materials for cleanliness, shall result into deduction of necessary expenses from the succeeded monthly bill of contractor. The decision in this regard shall be taken by Hospital Director, which shall be final in all respect.
18. That the services of the contractor shall be duly checked at quarterly intervals by the Hospital Director / Facilities Manager and other designated officials. In case of absenteeism, casual/sick leave or any other leave of sweepers, the contractor shall provide the alternate arrangement by ensuring that the required number of staff are deployed round the clock.
19. That the contractor shall ensure the availability of daily attendance register after prior approval of Hospital Director, which shall be kept available round the clock and shall be allowed to check to the Dean, Hospital Director, Director Finance, Manager Facilities Management, Manager HR and any other designated officials of the BKMC, GKMC, THQ Hospital Topi & Chota Lahor.
20. That the Contractor shall provide the required facility to the Hospital in a best possible manner with mechanical support available as per prevailing best market practices. That the Contractor shall be exclusively responsible for any claim raised regards his services to the hospital as well as to the third party both inside and out outside of the precinct.
21. That in case of any dispute with regards to implementation of the terms and conditions of the agreement or interpretation of any clause(s) word(s) phrase(s) in the agreement, disciplinary proceedings, matter shall be referred to the Management Committee (MC) BKMC/GKMC MTI Swabi, for decision. The decision of the MC shall be final. No party will approach the court of law in any case regarding contractual obligations arising out of the instant agreement.

INWITNESS THEREOF the parties hereto have set and subscribed their respective hands the day month and year first above mentioned.

1st Party

Sign: _____

**The Hospital Director BKMC MTI
Peshawar**

Seal: _____

2nd Party

Sign: _____

Name: _____

CNIC No. _____

Address: _____

WITNESS:

Name: _____

Son of: _____

CNIC No. _____

Name: _____

Son of: _____

CNIC No. _____