



Primary & Secondary  
**Healthcare Department**

## **BIDDING DOCUMENTS**

### **PROCUREMENT OF DAYCARE SERVICES FOR THE FINANCIAL YEAR 2021-22**

**BID REFERENCE No. SO(G)/P&SHD/2-4/21**

**GOVERNMENT OF THE PUNJAB**  
**PRIMARY & SECONDARY HEALTHCARE DEPARTMENT**

**01-BIRDWOOD ROAD LAHORE**



## Primary & Secondary Healthcare Department

### PROCUREMENT OF JANITORIAL, DAY CARE & SECURITY SERVICES FOR THE FINANCIAL YEAR 2021-22

1. Government of the Punjab, Primary & Secondary Healthcare Department (P&SHD) invites sealed bids from eligible bidders for procurement of below mentioned services for Primary & Secondary Healthcare Department.

Sr. No.	Required Service	Tentative Scope Of Service
01	Janitorial Services	To ensure overall cleanliness of the Primary & Secondary Healthcare Department building, compound & regular cleaning of drainage, sewerage pipes and manhole.
02	Day Care Services	Provision of Management & Operational Day care Centre .
03	Security Services	Provision of 24/7 Security Services to ensure security and safety of Department premises, property, personnel and parking areas.

2. A complete set of Bidding Documents for above mentioned required services, containing detailed scope of work & other terms & conditions can be downloaded free of cost from websites [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) & [www.pshealthpunjab.gov.pk](http://www.pshealthpunjab.gov.pk).
3. Bidding shall be conducted through Single Stage Two Envelope Bidding Procedure as per Rule-38 2(a) of PPR, Rules, 2014. The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters in separate envelopes.
4. Sealed bids are required to be submitted by interested bidders **20<sup>th</sup> September, 2021 (Monday) by 11:00 AM** with a Bid Security as mentioned in Bidding Documents, in the office of undersigned. The applications received till the stipulated date & time shall be opened publicly on the same day at **11:30 AM** in the presence of the applicants or their authorized representatives who choose to attend.
5. In case the date of opening is declared as a public holiday by the Government or nonworking day due to any reason, the next official working day shall be deemed to be the date of submission and opening of applications accordingly. The time and venue shall remain the same.
6. The Procuring Agency reserves the right to cancel the selection process and reject all Proposals, at any time prior to the award of Contract, without thereby incurring any liability in this regard.

**Note: The Procurement shall be conducted as per Punjab Procurement Rules, 2014.**

**SECTION OFFICER (GENERAL)  
GOVERNMENT OF THE PUNJAB,  
PRIMARY & SECONDARY HEALTHCARE DEPARTMENT  
1-BIRDWOOD ROAD, LAHORE. PH: 042 99205826**

## GENERAL INSTRUCTIONS

1. A Bidder/ Service Provider shall be a legally registered entity to enter into an agreement.
2. Joint venture / consortium is not eligible for this tender.
3. The bidder must be an active Income Tax payer with documentary proof shall have to be provided by bidder(s).
4. Punjab Revenue Authority (PRA) registration with documentary proof shall have to be provided by bidder(s).
5. The bidder shall provide all information required in the bidding documents.
6. For the purpose of preparing the bid, the interested bidders are allowed to visit the site to conduct the survey and relevant assessments.
7. **Bidding Method:** As per rule 38 2(a) of PPR, 2014 (amended) Single Stage Two Envelopes Bidding Procedure shall be adopted.
8. **Response Time:** The response time is 15 days from the date of publication in newspaper.
9. The quoted prices shall be in Pak Rupees.
10. Every page is to be signed and stamped by the bidder.
11. Financial proposal should be prepared using the formats attached at **Annexure-B**.
12. Conditional discounts shall not be considered in evaluation.
13. The Financial Proposals should contain:
  - 12.1 Covering Letter on Company letter-head (**Annexure-C**)
  - 12.2 The Service Provider shall submit the financial proposal according to the Price Schedule attached at **Annexure-B**.
14. The Service Provider shall have to provide all relevant documents required for qualification of bids.
15. **Bid validity Period:** The bid must be valid for the period of **180 Days** from the last date of submission of bids.
16. After submission, no amendments in the technical or financial proposal shall be permitted.
17. **Bid Security:** The Service Provider shall submit a Bank Guarantee / CDR equivalent to 05% of total estimated cost of **Rs. 2.40 Million** which comes to **Rs. 120,000/-** alongwith their Technical Bid in the name of "**Section Officer General, P&SHD**".
18. The bidders shall submit technical and financial proposals in separate sealed envelopes in one sealed envelope on or before **20<sup>th</sup> September, 2021 (Monday)**, at **11:00 A.M** in the Office of the Section Officer (General), P&SHD 01-Birdwood Road, Lahore.
19. The technical proposals shall be opened at **11:30 A.M** on the same day in the presence of bidders or their authorized representatives. Representatives shall have a signed authority letter from the bidder to be present in the bid opening.
20. **Bid Evaluation**
  - 21.1 If the technical component achieves 70% points, the bid will be considered technically responsive. Those bids scoring less than 70% will not be considered for financial bid opening.
  - 21.2 Bidder complying with all mandatory parameters and obtaining **70% Marks** shall be declared as Responsive. Financial Bids of only Responsive Bidders shall be opened.
  - 21.3 The procuring agency shall evaluate the technical proposal as prescribed in the **Annexure-A**.
  - 21.4 After the evaluation and approval of the technical proposal, the procuring agency, shall at a time within the 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.

21.5 The financial bids of the technically non-responsive bidders shall be returned unopened to the respective bidders.

**21. Rejection of Bids**

22.1 The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per Rule 35 of PPR, 2014 (amended)

22.2 The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

22.3 The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.

22.4 The bidders shall be promptly informed about the rejection of the bids, if any.

**22. Redressal of Grievances**

23.1 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 prior to the entry into force of the procurement contract.

23.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than **ten (10)** days after the announcement of the bid evaluation report.

23.3 The committee shall investigate and decide upon the complaint within **fifteen (15)** days of the receipt of the complaint.

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

**23. Corresponds:** All correspondences related to this advertisement shall be addressed to:

**Section Officer (General)**

Government of the Punjab,  
Primary & Secondary Healthcare Department,  
01-Birdwood Road Lahore. Ph: 042-  
99205826

## GENERAL CONDITIONS OF CONTRACT (GCC)

- 1. Definitions** 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. *"The Contract"* means the agreement entered into between the Purchaser/Primary & Secondary Healthcare Department and the Service Provider, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - b. *"The Contract Price"* means the price payable to the Service Provider under the Contract for the full and proper performance of its Contractual obligations.
  - c. *"The Services"* means all those Service Deliveries which the Service Provider is required to provide to the Purchaser under the Contract.
  - d. *"GCC"* mean the General Conditions of Contract contained in this section.
  - e. *"The Purchaser"* means the Government of Punjab, Primary & Secondary Healthcare Department, 1-BirdWood Road, Lahore.
  - f. *"The Service Provider"* means the individual or company providing the services under this Contract.
  - g. *"Day"* means calendar day.
- 2. Performance Security** 2.1 The successful bidder shall furnish a Performance Security in the shape of Bank Guarantee from any scheduled bank operating in Pakistan on the format attached as **Annexure-D** of the amount equivalent to **05%** of the total annual Contract amount, with annual validity before the signing of the contract.
- 3. Standards** 3.1 The services provided under this Contract period shall conform to the standards mentioned in the Scope of Services.
- 4. Subcontracts** 4.1 The Service Provider shall not assign, in whole or in part of work to any third party.
- 5. Termination by Default** 5.1
- a. if the Service Provider fails to deliver any or all of the services within the period(s) specified in the signed contract.
  - b. if the Service Provider fails to perform any other obligation(s) under the Contract.
  - c. if the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - d. On expiry of contract period.
- 6. Blacklisting** 6.1 A procuring agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:
- a. acted in a manner detrimental to the public interest or good practices;
  - b. consistently failed to perform his obligation under the contract;
  - c. not performed the contract up to the mark; or
  - d. indulged in any corrupt practice.
- 6.2 If a procuring agency debars a bidder or contractor under sub-rule (1), the procuring agency:
- a. shall forward the decision to the Authority for publication on the website of the Authority; and
  - b. may request the Authority to debar the bidder or contractor for procurement of all procuring agencies.

6.3 The Managing Director may debar a bidder or contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may

		determine.
	6.4	Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.
	6.5	Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.
	6.6	The mechanism or process for barring a bidder or contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.
<b>7. Termination by Insolvency</b>	7.1	The Purchaser may at any time terminate the Contract by giving written notice of one-month to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent.
<b>8. Arbitration and Resolution of Disputes</b>	8.1	The Purchaser and the Service Provider 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.
	8.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Service Provider 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.
	8.3	In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940.
<b>9. Applicable Law</b>	9.1	This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
<b>10. Notices</b>	10.1	Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others, address specified in the contract.
	10.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>11. Applicable Taxes</b>	11.1	All applicable taxes shall be borne by the Service Provider.
<b>12. Contract Period</b>	12.1	The award of the contract shall be valid for <b>one (01) year</b> from the date of signing the contract.
<b>13. Extension in Contract</b>	13.1	The contract between the Procuring Agency and the Service Provider can be extended for one (01) year on the same terms & conditions. The annual renewal shall be based on the following conditions: a. Mutual consent of both parties. b. Performance review of the Service Provider duly signed by the Convener Purchase Committee. c. Approval of Competent Authority. d. Renewal of the performance security by the service provider.
<b>14. Signing of Contract</b>	14.1	The Service Provider will enter into contract within <b>ten (10) days</b> after issuance of Letter of Award / Advance Acceptance of Tender.
<b>15. Payment</b>	15.1	The Procuring Agency shall make prompt payments to Service Provider against invoice on satisfactory performance within 30 days.

## **TERMS OF REFERENCES / SCOPE OF SERVICES**

1. The requirements of the Services shall be according to the Terms of Reference defined by P&SHD, however, the bidder shall follow the “GUIDELINES AND STANDARDS FOR DAYCARE CENTERS” defined by Women Development Department, Government of The Punjab. **(Annexure-E)**
2. The age of the child in Daycare center will be from 2 Months to 5 Years.
3. The services will be provided 6 days a week (Monday to Saturday). Timing of the Daycare Center will be 9:00 AM to 5:00 PM.
4. One Aaya will serve at least 7 Children.
5. Service Provider shall provide the Security Clearance of the staff.
6. All types of Goods / Consumable Items /Toys etc. will be provided by P&SHD.
7. Security Services will also be provided by P&SHD. However, Janitorial services will be the responsibility of the Service Provider.
8. Initially, the Service Provider will cater approximately 25 Number of children.
9. Service Provider shall provide a variety of Educational & Grooming Activities in a safe, friendly, supportive environment.
10. The Service Provider will remove the trash from the Daycare center at least twice a day.
11. Trash that has been contaminated by human secretions or excrement shall be contained in closed, plastic-lined receptacles which shall be removed immediately.
12. Cleaning materials and other toxic materials shall be kept in an area or container that is locked or made inaccessible to children.
13. Cleaning materials and other toxic materials shall be stored in an original labeled container or in a container that specifies the content. Toxics shall be stored away from food, food preparation areas and child care spaces. Cleaning material will be provided by the service provider and expenses will be borne by the Daycare service provider.
14. Cleaning materials and other toxic materials shall be used in a way that does not contaminate play surfaces, food, food preparation areas and does not constitute a hazard to the children.
15. A Daycare center person shall wash her hands before meals and snacks, and after toileting and after diapering.
16. A Daycare center person with symptoms of a communicable disease or infection that can be transmitted directly or indirectly and which may threaten the health of children in care shall be excluded from attendance until the Daycare center operator receives notification from a physician that the person is no longer considered a threat to the health of others. The notification shall be retained in the Daycare center person's file.
17. A Daycare center person providing direct care who comes into contact with the children or who works with food preparation shall have a health assessment conducted before entering service in the Daycare center. P&SHD will conduct medical assessment/screening care of Daycare staff. A health assessment shall be valid for 12 Months following the date of signature, if the person does not contract a communicable disease or develop a medical problem. A health assessment shall be conducted and a report shall be written and signed by a physician.
18. P&SHD will maintain quarterly medical test record of the staff free of cost.
19. Daycare staff must behave in a manner that does not harm any child who is attending the Daycare program, and in particular must not do or permit any of the following:
20. use corporal punishment, including striking a child directly or with any physical object, and shaking, shoving, spanking and other forms of aggressive physical conduct
21. require or force a child to repeat physical movements;
22. use harsh, humiliating, belittling or degrading responses of any form, whether verbal, emotional or physical confine or isolate a child.
23. deprive a child of basic needs, including food, shelter, clothing and bedding



24. A staff person shall ensure that a child's hands are washed before meals and snacks, after toileting and after being diapered.
25. A Daycare center Manager/Supervisor must keep a daily logbook to record information about any absence of a child due to illness and any unusual or special events in the Daycare center.
26. The diapering area may not be used for food preparation or food service.
27. A staff person shall check a child's diaper at least every 2 hours and whenever the child indicates discomfort or exhibits behavior that suggests a soiled diaper. A staff person shall change a child's diaper when the diaper is soiled.
28. Daycare service provider must establish emergency rules and procedures, including an evacuation plan and escape routes to be used in the case of fire and other emergencies.
29. Daycare service provider shall arrange training of Manager and staff by a professional in the field of first-aid.
30. A first-aid kit must be in a child care space. A first-aid kit must contain an assortment of adhesive bandages, sterile gauze pads, tweezers, tape, scissors and disposable, nonporous gloves which shall be provided by P&SHD.
31. If a special diet is prescribed for a child and if the diet is administered to the child, written instructions and the parent's written consent shall be retained in the child's file.
32. If a child becomes ill at the Daycare center, the Supervisor shall notify the child's parent as soon as possible.
33. A child shall be released only to the child's parent or to an individual designated in writing by the enrolling parent. A child shall be released to either parent unless a court order on file at the Daycare center states otherwise.
34. Toys and objects with a diameter of less than 1 inch, objects with removable parts that have a diameter of less than 1-inch, plastic bags and Styrofoam objects shall not be accessible to children who are still placing objects in their mouths.
35. Cigarettes, pipes or cigars shall not be smoked in a Daycare center.
36. A staff person with a discharging or infected wound, sore or lesion on the hands, arms or an exposed portion of the body shall be excluded from child care and food preparation activities until a written notification from a physician is received that the person may return to child care or food preparation.
37. The Service Provider must report if a staff member is changed in writing indicating the reason for the change to the authorized officer of P&SHD.
38. A Service Provider shall provide safe and adequate supply of drinking water. The water and its dispenser will be provided by P&SHD.
39. The Service Provider must provide a detail of the activities planned for the children on quarterly basis.
40. Child records are confidential and shall be stored in a locked cabinet. A Daycare center person may not disclose information concerning a child or family, except in the course of inspections and investigations by officers of P&SHD.
41. Individual daily record of attendance for each child enrolled in the Daycare center must be maintained. Moreover, the staff members will note down the time at which the child is dropped/picked from the Daycare center along with the signature of the parents/ individual designated in writing by the enrolling parent.
42. Daily attendance report of the Daycare staff must also be maintained and should be accessible at any time to the authorized officer of P&SHD
43. An inspection may be conducted during normal business hours except when there is reasonable cause to believe that inspections at other times are necessary to detect violations of applicable laws and regulations. The Daycare service providers shall not object to any such inspection.
44. Daycare center Staff must be at least 18 years old
45. Breast milk or formula provided by a parent for an infant must be labeled to specify the name of infant, the date received, and the contents

46. Services Provider shall immediately notify a child's parent on telephone and send a written report to the authorized officer of P&SHD within one hour if one or more of the following occurs:

Page

- 46.1 inpatient hospitalization or emergency room treatment of an injured / ill child receiving care at the Daycare center;
- 46.2 the death of a child receiving care at the Daycare center;
- 46.3 a child receiving care in the Daycare center is lost or missing from the Daycare center.
- 46.4 a child receiving care in the Daycare center is left unattended in the Daycare center when the Daycare center is closed.

47. When children are grouped in similar age levels, the following maximum child group sizes and ratios of staff persons apply:

Similar Age Levels	Aaya	Children
Infant (More than 2 months)	1	5
Young Toddlers (2 years old)	1	6
Old Toddlers (3 years old)	1	7
Pre-Schooler (Max 5 years old)	1	7

48. Children in the Daycare center shall be supervised by the Daycare staff at all times.
49. The staff of the Daycare center will not be rotated frequently. A staff member must continue service for 3 months. The Daycare services provider will provide reason in writing to the authorized officer of P&SHD of any change in the staff at least 2 weeks in advance.
50. In the Daycare, full care/safety will be provided to the children. In case of any mishap, Daycare service providers will be held responsible.
51. It will be the responsibility of the Daycare services provider to keep the Daycare center clean at all times. P&SHD will not pay for any extra expenses incurred to keep the Daycare center clean.
52. The consumable items such as stationary, papers and other miscellaneous items etc. will be provided by P&SHD.
53. P&SHD shall provide telephone lines and a fast internet facility along-with surveillance camera and other necessary equipment to facilitate the parents so that they can view their children in the Daycare center at any time via their mobiles or computers.
54. The Service Providers should keep the applicability of the prevalent Labor Laws in matters pertaining to the employment of the staff regarding wages and terms & conditions of the employment, termination, etc.

### PENALTIES

1. If the Service Provider fails to provide requisite services after the contract, the entire amount of Performance Guaranty/Security shall be forfeited.
2. If the Service Provider fails to provide the services as agreed Scope of Services/Terms & Conditions of the Contract, the penalty at the rate of 0.1%-10% of the monthly value of the contract shall be imposed.
3. In case of absence of any Daycare staff from duty, a fine of **Rs. 2,000/-** will be imposed on daily basis for each absentee.
4. Any strike or protest from the Daycare staff will lead to termination of the contract.
5. The Service Provider will ensure that no member of Daycare staff takes financial compensation or benefit from the officer / officials of P&SHD, a fine of **Rs. 5,000/-** shall be levied for every instance of a written report submitted to Deputy Secretary General, P&SHD.

## Annexure-A

### EVALUATION CRITERIA

#### Mandatory Parameters:

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. Evidence of legally registered entity.
2. The bidder must be an active tax payer. Documentary proof of National Tax Number (NTN) alongwith Active Tax Payer List.
3. Documentary proof of payment of Professional Tax.
4. Registration certificate of Punjab Revenue Authority (PRA).
5. A Bidder who is barred/ blacklisted or disqualified either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an affidavit on stamp paper.

#### Criteria and point system for the evaluation of the Technical Proposals

**Note:-** Bidder complying with all mandatory parameters and obtaining **70% Marks** shall be declared as Responsive. Financial Bids of only Responsive Bidders shall be opened.

Marks	Description	Evaluation Methodology	
35	Specific Experience		
		2 Similar Project	15 Marks
		3-4 Similar Projects	25 Marks
		5 or above Similar Projects	35 Marks
		<b>Note:</b> Documentary Proof of Specific experience of similar Assignment in shape of Work Order, Contract.	

30	Financial Capability		
		Rs. 0.50 Million	10 Marks
		Rs. 0.51-1.0 Millions	20 Marks
		Rs.1.1 Millions or above	30 Marks
		<b>Note:</b> The Service Provider will provide bank statement which is duly sign & stamp by the relevant bank and the closing balance in bank account upto submission of bid should be as mentioned above.	

Page

35	Personnel	08 relevant Personnel	15 Marks																						
		09-12 relevant Personnel	25 Marks																						
		13 or above relevant Personnel	35 Marks																						
		<b><u>Qualification Requirement of Daycare staff</u></b> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Category of Staff</th> <th>Certification Required</th> <th>Minimum Qualification</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Supervisor</td> <td>CPR</td> <td>BA</td> </tr> <tr> <td>2.</td> <td>Teacher</td> <td>Montessori Certificate</td> <td>BA</td> </tr> <tr> <td>3.</td> <td>Arts and Craft Teacher</td> <td>Art &amp; Craft Certification</td> <td>FA</td> </tr> <tr> <td>4.</td> <td>Ayya</td> <td>N/A</td> <td>Middle</td> </tr> <tr> <td>5.</td> <td>Janitor</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>		Sr. No.	Category of Staff	Certification Required	Minimum Qualification	1.	Supervisor	CPR	BA	2.	Teacher	Montessori Certificate	BA	3.	Arts and Craft Teacher	Art & Craft Certification	FA	4.	Ayya	N/A	Middle	5.	Janitor
Sr. No.	Category of Staff	Certification Required	Minimum Qualification																						
1.	Supervisor	CPR	BA																						
2.	Teacher	Montessori Certificate	BA																						
3.	Arts and Craft Teacher	Art & Craft Certification	FA																						
4.	Ayya	N/A	Middle																						
5.	Janitor	N/A	N/A																						
<b>Note:</b> Attach documentary proof of above mentioned staff.																									

(Signature)

(Insert Name and Designation of Signatory) (Insert Name of Firm)

(Insert Address)



**Annexure-B**  
**Price Schedule**

Detail of Financial Proposal (as prescribed below)

Sr. No.	Breakdown of Cost	Annual Cost (including all taxes)
1	<b><u>Human Resource Cost</u></b> Total 08 No. of Daycare staff comprising (Supervisor-01, Montessori Teacher-01, Arts & Craft Teacher-01, Ayya-04 & Janitor-01)	
2	Management & Operational Cost or Any Other Cost	
5	Total Annual Cost (inclusive of all taxes)	

Amount in Words (Total Annual Cost):

---

---

(Signature)  
(Insert Name and Designation of  
Signatory) (Insert Name of Firm)  
(Insert Address)

**Annexure-C**  
**Format for Covering Letter**

To

The Section Officer (General),  
Primary & Secondary Healthcare Department,  
01-Birdwood road, Lahore.

Sub: **UNDERTAKING REGARDING DAYCARE SERVICES**

Dear Sir,

- It is certified that you are not bound to accept the lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Authorized Signatures with Official Seal



## Annexure–D

### FORM OF PERFORMANCE SECURITY

..... 20

To:

The Section Officer General,

**\*\*P&SHD\*\***

**\*\* Address\***

PERFORMANCE SECURITY NO. ....

We, [●]<sup>3</sup>, being the Bank Guarantee issuing bank (the **Issuing Bank**) understand that [●] a company incorporated under the laws of [●] having its registered office located at [●] (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 **Bank Guarantee 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 Section Officer General of\*\* Name\*\*.

We, the Issuing Bank, shall unconditionally honor 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 Bank 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 **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 Expiry Hard Date, the Issuing Bank shall honor 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\*\***

## **Annexure-E**

### **GUIDELINES AND STANDARDS FOR DAYCARE CENTRES**

### **WOMEN DEVELOPMENT DEPARTMENT GOVERNMENT OF THE PUNJAB**

---

#### **TABLE OF CONTENTS**

#### **Introduction**

#### **CHAPTER- 1 Definitions**

#### **CHAPTER -2 Building and space requirements**

- 2.1 Glass
- 2.2 Indoor temperature
- 2.3 Lighting
- 2.4 Measurement and use of indoor child space
- 2.5 Paint
- 2.6 Protective electric covers
- 2.7 Sanitation
- 2.8 Space heaters
- 2.9 Stairs
- 2.10 Telephone
- 2.11 Toilet area
- 2.12 Toxics
- 2.13 Ventilation

#### **CHAPTER -3 Staff**

- 3.1 Children of a Manager or a staff person
- 3.2 Minimum number of staff in the child care Daycare centre
- 3.3 Similar age level
- 3.4 Staff to children ratios
- 3.5 Supervision of children

#### **CHAPTER -4 Health and safety**

- 4.1 Adult hygiene
- 4.2 Behaviour guidance
- 4.3 Child hygiene
- 4.4 Daily logbook requirement
- 4.5 Diapering requirements

- 4.6 Emergency evacuation and fire safety procedures
- 4.7 First-aid training
- 4.8 Fire safety requirements
- 4.9 Fire safety training
- 4.10 Emergency plan
- 4.11 First aid kit
- 4.12 Furniture
- 4.13 Health assessment
- 4.14 Health information
- 4.15 Health safety and communicable disease control
- 4.16 Infant and toddler stimulation
- 4.17 Programme
- 4.18 Refrigerator
- 4.19 Release of children
- 4.20 Rest equipment
- 4.21 Small toys and objects
- 4.22 Smoking
- 4.23 Staff persons with skin disorders
- 4.24 Utensils
- 4.25 Water

#### **CHAPTER -5 Parents**

- 5.1 Committee of parents
- 5.2 Committee of parents meetings
- 5.3 Communication with parents
- 5.4 Minutes of parent committee meetings
- 5.5 Notice to parents of significant changes
- 5.6 Parent access and participation
- 5.7 Parent handbook

#### **CHAPTER -6 Child Record**

- 6.1 Confidentiality of record
- 6.2 Contents of record
- 6.3 Daily record of each child
- 6.4 Record retention
- 6.5 Release of information

#### **CHAPTER -7 Adults Record**

- 7.1 Confidentiality of records
- 7.2 Content of staff records
- 7.3 Criminal record
- 7.4 Daycare centre must be administered by Manager
- 7.5 Daycare centre staffing requirements
- 7.6 Individual records
- 7.7 Manager's qualifications and responsibilities

---

## **CHAPTER -8 Nutrition**

- 8.1 Infants feeding requirements
- 8.2 Meals
- 8.3 Meals for infants

## **CHAPTER -9 Reporting**

- 9.1 Reporting injury, death or fire
- 9.2 Responding to accident, communicable disease or serious incident

## **Introduction**

### **Purpose**

The purpose of these guidelines and minimum standards for Daycare centers is:

- (i) to facilitate safe and healthful care of a child in a Daycare center established/expanded through grants by Government of the Punjab;
- (ii) to support families by providing care that promotes emotional, cognitive, communicative, perceptual-motor, physical and social development of children;
- (iii) to promote the welfare, development and learning of children through day-care facilities;
- (iv) to provide standards to aid in protecting the health, safety and rights of children and to reduce risks to children in child Daycare centers; and
- (v) to identify the minimum level of compliance necessary to obtain grants through PDCF Society.

## **CHAPTER- 1**

### **DEFINITIONS**

- 1.1 “Age level” means the grouping category appropriate for the child’s age.
- 1.2 “Attending school” means attending a public or private school.
- 1.3 “Daycare center (DCC)” means the premises in which care is provided at any one time for ten or more children unrelated to the grantee.
- 1.4 “Communicable disease” means an illness due to an infectious agent or its toxic products which is transmitted directly or indirectly by the infected agent to a susceptible host.
- 1.5 “Department” means Women Development Department.
- 1.6 “Directorate” means Directorate of Women Development.
- 1.7 “Infant” means a child from birth to 1 year of age.
- 1.8 “Manager” means a person who provides daily onsite supervision of a Daycare centre;
- 1.9 “Older toddler” means a child from 2 to 3 years of age.
- 1.10 “Operate” includes manage.
- 1.11 “Parent” means the biological mother or father or the guardian of the child and includes any other person having the care and custody of a child.
- 1.12 “Parent handbook” means the parent handbook required by Chapter 5 section 7.
- 1.13 “Preschool child” means a child from 3 years of age to the date the child enters kindergarten in a public or private school system.
- 1.14 “School-age child” means a child who is attending school and is not older than 12 on start of the school year.
- 1.15 “Space” means indoor or outdoor area designed for child care that is large enough to accommodate the maximum number of children allowed under the guidelines.
- 1.16 “Staff” means paid employees performing services in a Daycare centre.
- 1.17 “Staff person” means a person included in the regulatory ratio who is responsible for child care activities.
- 1.18 “Staff-to-children ratio” means the ratio representing the minimum number of staff required by these standards.
- 1.19 “Supervise” means to be physically present with a group of children or with the staff person under supervision. It includes critical oversight in which the supervisor can see, hear, direct and assess the activity of the supervisee.
- 1.20 “Young toddler” means a child from 1 to 2 years of age.

## **CHAPTER -2**

### **BUILDING AND SPACE REQUIREMENTS**

#### **2.1 Glass**

- (a) A visual strip or other visual identification shall be placed on glass located in a traffic area, a child care space or a play space.

#### **2.2 Indoor temperature**

- (a) The indoor temperature must be at least 65° F.
- (b) If the indoor temperature exceeds 82° F in a child care space, a means of mechanical air circulation must be operating.

#### **2.3 Lighting**

- (a) Rooms, hallways, stairways, outside steps, porches and ramps shall be lighted by artificial or natural light.

#### **2.4 Measurement and use of indoor child space**

- (a) A Daycare centre shall provide indoor child care space for individual and group activity.
- (b) Indoor child care space may not be used simultaneously as play space.
- (c) Indoor child care space is measured within permanent stationary partitions or walls. The allowable number of children in a space is determined by dividing the total square feet in a space by 40.
- (d) Measured indoor space includes space occupied by cupboards, shelves, furniture and equipment.
- (e) Measured indoor space excludes space occupied by halls, bathrooms, offices, kitchens and locker rooms.
- (f) Indoor space in which children are receiving care may not be used simultaneously for other business, commercial, social or another purpose unrelated to the child care being offered.
- (g) Preschool and school-age children may not be involved in group activity in the same group space in which children are sleeping or resting.
- (h) A children's activity room in a Daycare centre must:
  - (i) have at least 2.753 m<sup>2</sup> (30 ft.<sup>2</sup>) of unobstructed indoor floor space for each child occupying the room; and
  - (ii) provide natural lighting through a window or windows with a glass area of at least 10% of the total floor area.
- (i) Space used for hallways, entryways, exits, staff purposes, Daycare centre administration, diapering areas, washrooms, kitchen, laundry, shelving or storage must not
  - (i) be included when calculating the unobstructed indoor floor space per child; or
  - (ii) infringe on the children's unobstructed indoor floor space or on space used for the children's routine activities.
- (j) A Daycare centre must be accessible and must not be located above the ground floor of a building.
- (k) Each space within a Daycare centre that is used for the care of infants must be separate from spaces used by children of other ages; including an infant activity room and including a sleeping area that is
  - (i) in a room separated from the infant activity room;



- (ii) large enough to accommodate 1 crib for each infant with a 46-cm (18-in.) space or a divider between each crib; and
- (iii) supervised at all times when infants are present.

## **2.5 Paint**

- (a) Peeled or damaged paint or damaged plaster is not permitted on indoor or outdoor surfaces in the Daycare centre.
- (b) When indoor or outdoor surfaces are repaired or when new indoor or outdoor surfaces are painted, the paint may not contain more than .06% lead.
- (c) A child may not be present during removal of paint from the indoor or outdoor surfaces of a Daycare centre.
- (d) Removal, clean-up and disposal of leaded paint dust and debris shall be accomplished in a manner that avoids dispersal of dust and debris into the environment.
- (e) Abrasive removal methods which include dry sanding, electrical sanding and sandblasting or open flame burning, or a removal process that permits the release of leaded particulate material into the environment are prohibited.
- (f) Dust and debris generated by removal shall be disposed of in accordance with applicable Federal, Provincial and local regulations.
- (g) Child care may resume when the removal process is completed and when all accompanying debris is removed.

## **2.6 Protective electrical covers**

- (a) Protective receptacle covers shall be placed in electrical outlets accessible to children 5 years of age or younger.

## **2.7 Sanitation**

- (a) Trash shall be removed from the Daycare centre at least once per day.
- (b) Trash shall be removed from the Daycare centre grounds at least once per week.
- (c) Evidence of infestation of insects or rodents in the Daycare centre is not permitted.
- (d) Trash that has been contaminated by human secretions or excrement shall be contained in closed, plastic-lined receptacles.

## **2.8 Space heaters**

- (a) Gas heaters are not permitted.

## **2.9 Stairs**

- (a) Inside and outside stairs with three or more steps shall be equipped with a handrail.
- (b) Inside stairs shall be equipped with nonskid surfaces.
- (c) A ramp shall be equipped with a handrail.
- (d) A porch shall be equipped with a handrail.

## **2.10 Telephone**

- (a) A Daycare centre shall have an operable telephone and a published telephone number.
- (b) Emergency telephone numbers including the telephone number of the nearest hospital, police department, fire department, ambulance and poison control center shall be posted near each telephone in the Daycare centre.

## **2.11 Toilet area**

- (a) The following ratio of flushing toilets to toilet-trained children applies:

Similar Age Levels	Number of Toilet-Trained Children	Toilets
Young or older toddler and preschool	15	1

- (b) The following ratio of sinks to children applies:

Similar Age Levels	Number of Toilet-Trained Children	Sinks
Young or older toddler and preschool	25	1

- (c) A sink must be located in or near a toilet area.
- (d) A training chair is not a flushing toilet. A training chair shall be emptied and sanitized after each use. An acceptable sanitizing solution is 1/4 cup of bleach combined with 1 gallon of water. A sanitizing solution shall be treated as a toxic.
- (e) Toilets and sinks must be at proper heights for children using them.
- (f) Toilets and training chairs may not be located in an area used for cooking or eating.
- (g) Toilet areas and fixtures shall be cleaned daily and be in good repair.
- (h) A Daycare centre person and an able child shall wash their hands after toileting and before eating. A sign on which this requirement is written shall be posted at each toilet, training chair, diapering area and sink in the Daycare centre.
- (i) A toilet area, training chair area, diapering area and sink area shall be equipped with a clean, lidded waste receptacle.
- (j) A source of running water for hand washing must be present in infant and toddler diapering areas.

## **2.12 Toxics**

- (a) Cleaning materials and other toxic materials shall be kept in an area or container that is locked or made inaccessible to children.
- (b) Cleaning materials and other toxic materials shall be stored in an original labeled container or in a container that specifies the content. Toxics shall be stored away from food, food preparation areas and child care spaces.
- (c) Cleaning materials and other toxic materials shall be used in a way that does not contaminate play surfaces, food, food preparation areas and does not constitute a hazard to the children.
- (d) Toxic plants are not permitted in a child care space.
- (e) Arts and crafts materials shall be nontoxic.

## **2.13 Ventilation**

- (a) Natural or mechanical ventilation shall be provided in child care spaces.
- (b) Windows or doors used for ventilation shall be screened when open.
- (c) Screens shall be in good repair.
- (d) Windows or doors above the ground floor that open directly to the outdoors and are accessible to children shall be constructed, modified or adapted to limit the opening to 6 or fewer inches.

## **CHAPTER -3**

## STAFF

### 3.1 Children of a Manager or a staff person

- (a) The children of a Manager and the children of a staff person shall be counted for the purpose of satisfying the staff/child ratio requirements.
- (b) The children of the Manager and the children of a staff person shall be counted for the purpose of satisfying the allocated space capacity requirements (relating to measurement and use of indoor child care space and measurement and use of play space).

### 3.2 Minimum number of staff in the child care Daycare centre

- (a) At least two staff persons shall be present in the Daycare centre when two or more children are in care.

### 3.3 Similar age level

- (a) When children are grouped in similar age levels, the following maximum child group sizes and ratios of staff persons apply:

Similar Age Levels	Staff	Children	Maximum Group Size	Total Number of Staff Required for the Maximum Group Size
Infant	1	4	8	2
Young toddler	1	5	10	2
Older toddler	1	6	12	2
Preschool	1	10	20	2

### 3.4 Staff-to-children ratios

- (a) The number of staff present and working directly with the children enrolled in a Daycare program must meet the staff-to-children ratios set out in the following table at all times when children are in attendance:

Table of Staff-to-Children Ratios and Maximum Group Sizes		
Age Range of Children in Group	Staff-to-Children Ratio	Maximum Group Size
Infant	1 to 4	10
Toddler	1 to 6	18
Preschooler	1 to 8	24

- (b) A group of children enrolled in a Daycare program must not be larger than the maximum group size specified in the table.
- (c) In a Daycare centre, no more than 1 group of children may be located in a single room.
- (d) In a Daycare centre, if a group of children includes children in 2 or more age ranges so that different staff-to-children ratios would otherwise apply, the staff-to-children ratio and the maximum group size applicable for the age range of the youngest child present in the group must be applied to the group.

### 3.5 Supervision of children

- (a) Children on the Daycare centre premises shall be supervised by a staff person at all times. Outdoor play space used by the Daycare centre is considered part of the Daycare centre premises.

- (b) Each staff person shall be assigned the responsibility for supervision of specific children. The staff person shall know the names and whereabouts of the children in her assigned group. The staff person shall be physically present with the children in her group on the Daycare centre premises.

#### **CHAPTER -4**

### **HEALTH AND SAFETY**

#### **4.1 Adult hygiene**

- (a) A Daycare centre person shall wash her hands before meals and snacks, and after toileting and after diapering.
- (b) A Daycare centre person with symptoms of a communicable disease or infection that can be transmitted directly or indirectly and which may threaten the health of children in care shall be excluded from attendance until the Daycare centre operator receives notification from a physician that the person is no longer considered a threat to the health of others. The notification shall be retained in the Daycare centre person's file.

#### **4.2 Behaviour guidance**

- (a) Each grantee, Daycare centre Manager and staff person must behave in a manner that does not harm any child who is attending the Daycare program, and in particular must not do or permit any of the following:
  - (i) use corporal punishment, including
    - (a) striking a child directly or with any physical object, and
    - (b) shaking, shoving, spanking and other forms of aggressive physical conduct;
  - (ii) require or force a child to repeat physical movements;
  - (iii) use harsh, humiliating, belittling or degrading responses of any form, whether verbal, emotional or physical;
  - (iv) confine or isolate a child;
  - (v) deprive a child of basic needs, including food, shelter, clothing and bedding.

#### **4.3 Child hygiene**

- (a) A staff person shall ensure that a child's hands are washed before meals and snacks, after toileting and after being diapered.
- (b) Cloth towels and washcloths shall be labeled with the child's name, used by only the named child and laundered weekly. The Manager shall arrange a laundry schedule with the parent.
- (c) Paper towels may be used as towels and washcloths. Paper towels shall be discarded after each use.
- (d) Liquid or bar soap shall be used for hand washing.
- (e) A child shall have a labeled toothbrush if brushing teeth is a program activity.
- (f) Toothbrushes shall be stored with the bristles up and exposed to circulating air.
- (g) Paper cups, discarded after one use shall be used for between-meal drinking by children who are not bottle-fed.

#### **4.4 Daily log book requirement**

- (a) A Daycare centre Manager must keep a daily logbook to record information about any absence of a child due to illness and any unusual or special events in the Daycare centre.

#### **4.5 Diapering requirements**

- (a) When children are diapered, the Daycare centre shall use disposable diapers or arrange with the parent to provide a daily diaper supply.
  - (i) if non-disposable diapers are provided by a parent, a soiled diaper shall be placed in an individual, securely-tied plastic bag and returned to the parent at the end of the day.
  - (ii) if disposable diapers are provided by a parent or by a Daycare centre, a soiled diaper shall be discarded by immediately placing the diaper into a plastic-lined, hands-free covered can.
  - (iii) a soiled diaper that is not in a tied bag may not be placed in an unlined outdoor trash container.
- (b) Diaper changing surfaces shall be cleaned after each use by wiping the surface with a sanitizing solution or by changing a pad or other surface covering.
- (c) The diapering area may not be used for food preparation or food service.
- (d) Cloth and paper materials used as diapering aids shall be stored in a manner that prevents crosscontamination from a soiled diaper, contaminated hands or other changing materials.
- (e) A staff person shall check a child's diaper at least every 2 hours and whenever the child indicates discomfort or exhibits behavior that suggests a soiled diaper.
- (f) A staff person shall change a child's diaper when the diaper is soiled.

#### **4.6 Emergency evacuation and fire safety procedures**

- (a) Each grantee must establish emergency rules and procedures, including an evacuation plan and escape routes to be used in the case of fire and other emergencies.
- (b) The evacuation plan must be posted at each designated play room exit and each exit from the Daycare centre.
- (c) An evacuation plan must include all of the following:
  - (i) a current list of emergency telephone numbers, the local hospital emergency department and poison control;
  - (ii) the specific evacuation duties of each staff member;
  - (iii) a diagram of all rooms in the Daycare centre, with exits marked; and
  - (iv) the location of a safe meeting place, which must be outside the Daycare centre and known to the children and staff.
- (d) Each Daycare centre Manager must carry out an emergency evacuation drill at least once per month.

#### **4.7 First-aid training**

- (a) Grantee shall arrange training of Manager and staff by a professional in the field of first- aid.
- (b) First-aid training will be renewed on or before expiration of grant.

#### **4.8 Fire safety requirements**

- (a) The Daycare building shall have an address number which is contrasting in color to the background and visible from the street. No brass or gold colored numbers shall be displayed.
- (b) Sliding glass doors shall have only the "latch-type" lock on the handle.
- (c) An operable smoke detector shall be in each sleeping room and at a point centrally located in the hallway or area giving access to each separate sleeping area.
- (d) A type 2-A, 10 B:C fire extinguisher shall be mounted in an accessible area near the kitchen with the top no higher than 5 feet above the floor. The extinguisher shall have a legible current year service tag.
- (e) An early warning device shall be provided for sounding a fire alarm. It must be manually operated, electrically or battery powered, permanently mounted and audible throughout the structure with a

distinctive tone. Once initiated, the device shall emit a continuous alarm until manually reset. Smoke alarms shall not be used as a substitute for this requirement.

#### **4.9 Fire safety training**

- (a) Staff persons shall participate, at least annually, in fire safety training conducted by a fire protection professional from Civil Defence.
- (b) Staff persons shall receive training in the during a fire and the use of the Daycare centre's fire extinguishers.
- (c) Completion of training shall be documented by the signature and title of a representative of the training entity and include the date training was completed.
- (d) Documentation shall be retained in the Daycare centre staff's file.

#### **4.10 Emergency plan**

- (a) The Daycare centre shall have an emergency plan that provides for:
  - (i) shelter of children during an emergency including shelter in place at the Daycare centre and shelter at locations away from the Daycare centre premises.
  - (ii) evacuation of children from the Daycare centre building and evacuation of children to a location away from the Daycare centre premises.
  - (iii) a method for Daycare centre staff to contact parents as soon as reasonably possible when an emergency situation arises.
  - (iv) a method for Daycare centre staff to inform parents that the emergency has ended and to provide instruction as to how parents can safely be reunited with their children.
- (b) The grantee shall review the emergency plan at least annually and update the plan as needed.
- (c) Each review and update of the emergency plan shall be documented in writing and kept on file at the Daycare centre.
- (d) Each Daycare centre staff shall receive training regarding the emergency plan at the time of initial employment, on an annual basis and at the time of each plan update.
- (e) The date of each training and the name of each Daycare centre staff who received the training shall be documented in writing and kept on file at the Daycare centre.
- (f) The emergency plan shall be posted in the Daycare centre at a conspicuous location.
- (g) The grantee shall provide to the parent of each enrolled child a letter explaining the emergency procedures described in subsection (a). The grantee shall also provide to the parent of each enrolled child a letter explaining any subsequent update to the plan.

#### **4.11 First aid kit**

- (a) A first-aid kit must be in a child care space.
- (b) A first-aid kit must be inaccessible to children.
- (c) A first-aid kit must contain an assortment of adhesive bandages, sterile gauze pads, tweezers, tape, scissors and disposable, nonporous gloves.

#### **4.12 Furniture**

- (a) Furniture must be durable, safe, easy –to-clean and appropriate for the child's size, age and special needs.
- (b) Study space, tables, chairs, paper and pencils shall be provided for older toddlers or preschool children in care.

#### **4.13 Health assessment**

- (a) A Daycare centre person providing direct care who comes into contact with the children or who works with food preparation shall have a health assessment conducted within one month of entering service in the daycare centre and every 24 months thereafter.
- (b) A health assessment shall be valid for 24 months following the date of signature, if the person does not contract a communicable disease or develop a medical problem.
- (c) A health assessment shall be conducted and a report shall be written and signed by a physician.
- (d) The signature must include the individual's professional title.
- (e) The health assessment must include the following:
  - (i) a physical examination.
  - (ii) tuberculosis screening at initial employment. Subsequent tuberculosis screening is not required unless directed by a physician.
- (f) If a person's medical record demonstrates a positive tuberculin skin test, that record shall be placed on file at the Daycare centre.
- (g) A record of a person with a positive tuberculin skin test must include the results of a chest X-ray and evaluation for chemoprophylaxis.
- (h) A person with a positive tuberculin skin test and a negative x-ray is not required to have further tuberculosis testing, unless one of the following occurs:
  - (i) the person is exposed to an active case of tuberculosis.
  - (ii) the person develops a productive cough which does not respond to medical treatment within 14 days.

#### **4.14 Health information**

- (a) The Manager shall require the parent of an enrolled child, including a staff person, to provide an initial health report no later than 60 days following the first day of attendance at the Daycare centre.
  - (i) the initial health report for an infant must be dated no more than 3 months prior to the first day of attendance at the Daycare centre.
  - (ii) the initial health report for a young toddler must be dated no more than 6 months prior to the first day of attendance at the Daycare centre.
  - (iii) the initial health report for an older toddler or preschool child must be dated no more than 1 year prior to the first day of attendance at the Daycare centre.
- (b) The Manager shall require the parent to provide an updated health report in accordance with the following schedules:
  - (i) at least every 6 months for an infant or young toddler.
  - (ii) at least every 12 months for an older toddler or preschool child.
- (c) A health report must be written and signed by a physician and the signature must include the individual's professional title.
- (d) The health report must include the following information:
  - (i) a review of the child's health history;
  - (ii) a list of the child's allergies;
  - (iii) a list of the child's current medication and the reason for the medication;
  - (iv) an assessment of an acute or chronic health problem or special need and recommendations for treatment or services, including information regarding abnormal results of screening tests for vision, hearing or lead poisoning;
  - (v) a review of the child's immunized status according to recommendations of the Health Department;

- (vi) a statement of the child's medical information pertinent to diagnosis and treatment in case of emergency; and
  - (vii) a statement that the child is able to participate in child care and appears to be free from contagious or communicable disease.
- (e) The Daycare centre may not accept or retain an infant 2 months of age or older, a toddler or a preschool child at the Daycare centre for more than 60 days following the first day of attendance at the Daycare centre unless the parent provides written verification from a physician of the dates (month, day and year) the child was administered immunizations in accordance with the recommendations of the Health Department.
- (i) the Daycare centre shall require the parent to provide updated written verification from a physician of ongoing vaccines administered to an infant, toddler or preschool child in accordance with the schedule recommended by the Health Department.
- (f) The Manager shall make reasonable accommodation to facilitate administration of medication or a special diet that is prescribed by a physician as treatment related to the child's special needs. When medication or special diets are administered, the following requirements apply:
- (i) a prescription or nonprescription medication may be accepted only in an original container. The medication must remain in the container in which it was received.
  - (ii) a staff person shall administer a prescription medication only if written instructions are provided from the individual who prescribed the medicine. Instructions for administration contained on a prescription label are acceptable.
  - (iii) the physician's prescription must identify the name of the medication and the name of the child for whom the medication is intended. Medication shall be administered to only the child whose name appears on the prescription.
  - (iv) medication shall be stored in a locked area of the Daycare centre or in an area that is out of the reach of children.
  - (v) medication shall be stored in accordance with the manufacturer's instructions on the original label.
  - (vi) a parent shall provide written consent for administration.
  - (vii) a Manager is responsible to establish and maintain a medication log if prescription or nonprescription medication is administered. A log must include the following minimum information:
    - 1. the name of the medication;
    - 2. the name of the child receiving the medication;
    - 3. a requirement for refrigeration;
    - 4. the amount of medication administered;
    - 5. the date of administration;
    - 6. the time of administration;
    - 7. the initials of the staff person who administered the medication; and
    - 8. special notes related to problems of administration.
  - (viii) if a special diet is prescribed for a child and if the diet is administered to the child, written instructions and the parent's written consent shall be retained in the child's file.

#### **4.15 Health safety and communicable disease control**

- (a) If a Manager allows admission of an ill child, the Manager shall receive instructions from the parent for care of the child to assure that the child's needs for rest, attention and administration of medication are met.



- (b) The Manager shall inform parents of enrolled children when there is a suspected outbreak of a communicable disease or an outbreak of an unusual illness that represents a public health emergency in the opinion of the Department of Health.
- (c) If a child becomes ill at the Daycare centre, the Manager shall notify the child's parent as soon as possible.

#### **4.16 Infant and toddler stimulation**

- (a) Infants and toddlers shall be provided stimulation by being held, rocked, talked to, played with and carried.

#### **4.17 Programme**

- (a) The daily program for children enrolled in a Daycare program, must promote full participation of all children, including those with diverse abilities, and must meet all of the following requirements:
  - (i) it must foster and enhance cognitive, creative, physical, emotional, social, and language development;
  - (ii) it must address the individual and group needs of the children;
- (b) For children enrolled in a Daycare program all of the following must be provided daily:
  - (i) a rest time;
  - (ii) opportunities for physical activity.

#### **4.18 Refrigerator**

- (a) A Daycare centre shall have an operable, clean refrigerator used to store potentially hazardous foods.
- (b) The refrigerator shall be capable of maintaining food at 45° F or below.
- (c) An operating thermometer shall be placed in the refrigerator.

#### **4.19 Release of children**

- (a) A child shall be released only to the child's parent or to an individual designated in writing by the enrolling parent.
- (b) A child shall be released to either parent unless a court order on file at the Daycare centre states otherwise.

#### **4.20 Rest equipment**

- (a) Individual, clean, age-appropriate rest equipment shall be provided for preschool, toddler and infant children as agreed between the child's parent and the operator.
- (b) The rest equipment shall be labeled for the use of a specific child and shall be used only by the specified child.
- (c) Bed linens shall not be used alone as age-appropriate rest equipment.
- (d) Stacked cribs shall not be used.
- (e) Crib and playpen slats shall be no more than 2 3/8 inches apart.
- (f) Seasonal, appropriate covering, such as sheets or blankets, shall be provided as agreed between the child's parent and the Manager.
- (g) At least 2 feet of space is required on three sides of a bed, cot, crib or other rest equipment while the equipment is in use.
- (h) Linens, blankets and rest equipment shall be cleaned monthly, at a minimum. The Manager shall arrange a cleaning schedule.
- (i) Soiled bedding shall be cleaned before it is reused.

- (j) Toys, bumper pads or pillows shall not be present in a crib while an infant is sleeping in the crib.

#### **4.21 Small toys and objects**

- (a) Toys and objects with a diameter of less than 1 inch, objects with removable parts that have a diameter of less than 1 inch, plastic bags and Styrofoam objects shall not be accessible to children who are still placing objects in their mouths.

#### **4.22 Smoking**

- (a) Cigarettes, pipes or cigars shall not be smoked in a Daycare centre.

#### **4.23 Staff persons with skin disorders**

- (a) A staff person with a discharging or infected wound, sore or lesion on the hands, arms or an exposed portion of the body shall be excluded from child care and food preparation activities until the Manager receives written notification from a physician that the person may return to child care or food preparation.
- (b) The notification shall be retained in the person's file.

#### **4.24 Utensils**

- (a) Eating and drinking utensils shall be free from cracks and chips.
- (b) Disposable cups, plates and eating utensils may be used if discarded after each use.
- (c) Styrofoam cups and plates shall not be used.

#### **4.25 Water**

- (a) A Daycare centre shall provide running water and a safe and adequate supply of drinking water;
- (b) Hot water temperature, in areas accessible to children, may not exceed 110° F.
- (c) Safe drinking water shall be made available to children of all ages throughout the day.

## **CHAPTER -5**

### **PARENTS**

#### **5.1 Committee of parents**

- (a) A Daycare centre Manager must establish a parent committee to provide a forum in which parents provide input and receive notice of any matters of interest or concern to the parents.
- (b) If the grantee is a non-profit organization with a Board of Directors, the parent committee may be a sub-committee of the Board.
- (c) A parent committee must be established in the case of a Daycare centre, no later than 3 months after the date at which more than 6 children are enrolled.
- (d) A parent committee must be composed of at least 5 members, as follows:
  - (i) at least 3 parents of children currently enrolled in a program operated by the grantee;
  - (i) one representative of the grantee or Manager, who must attend each meeting of the committee; and
  - (ii) one representative of the staff who provide regular for children.
- (e) The majority of the members of a parent committee must be parents of children currently enrolled.
- (f) A Daycare centre Manager must provide the direct information about the composition of its parent committee.
- (g) A Daycare centre Manager must immediately notify the Directorate of any changes in the composition of the parent committee.

#### **5.2 Committee of parents meetings**

- (a) A parent committee must meet at least 2 times a year.
- (b) A parent committee meeting must be open to all parents of enrolled children.
- (c) At least 2 weeks before the date of a parent committee meeting, the Daycare centre Manager must do all of the following:
  - (i) give written notice of the meeting to the parents of all enrolled children; and (ii) post a notice of the meeting in a conspicuous location in the Daycare centre.
- (d) Notice of a parent committee meeting must inform the parents that they may add items to the meeting's agenda.
- (e) A parent committee may discuss any matters of interest or concern to the parents, including the following:
  - (i) the safety, care and well-being of the children;
  - (ii) the status of Daycare centre's grant;
  - (iii) the programs provided by the grantee;
  - (iv) the equipment and materials available to children; and (v) staffing patterns and staff qualifications.

#### **5.3 Communication with parents**

- (a) The grantee shall establish oral or written communication in the language or mode of communication which is understandable to the parent.

#### **5.4 Minutes of parent committee meetings**

- (a) No later than 2 weeks after the date of a parent committee meeting, the Daycare centre Manager must produce minutes of the meeting.

- (b) A copy of the minutes from a parent committee meeting must:
  - (i) remain posted at the Daycare centre until the minutes of the next meeting are posted; and (ii) be kept on file by the grantee for inspection by the Department, as required.

#### **5.5 Notice to parents of significant changes**

- (a) As soon as is practicable, a grantee must notify the parents of each child enrolled in the program operated by the grantee if any of the following occurs:
  - (i) notice is received of impending suspension, cancellation or non-renewal of a grant;
  - (ii) the Daycare centre or agency is sold or closed;
  - (iii) written information has been received from the Department about the program for the purpose of sharing the information with parents;

#### **5.6 Parent access and participation**

- (a) A parent of a child in care shall be permitted free access, without prior notice, throughout the center whenever children are in care, unless a court of competent jurisdiction has limited the parental right of access to the child and a copy of the order is on file at the Daycare centre.
- (b) Opportunity shall be provided for parents to participate in the Daycare centre's program.
- (c) The grantee shall maintain a yearly file which documents general announcements to promote parent participation.
- (d) The file shall be updated annually.

#### **5.7 Parent handbook**

- (a) A grantee must have a parent handbook to assist parents in making informed decisions regarding the care of their children.
- (b) A parent handbook for a Daycare centre must include all of the following:
  - (i) a statement that all of the following are posted at a conspicuous place in the Daycare centre and an indication of where they are posted:
    - (a) a copy of these standards;
    - (b) a copy of the parent handbook;
    - (c) the grant certificate for the Daycare centre;
    - (d) a copy of the report of the most recent inspection of the Daycare centre;
    - (e) a copy of the grantee's behaviour guidance policy; (f) a copy of the daily program plan and routine; and (g) any information required by the Department.
- (c) At the time a child is enrolled in a program, the grantee must provide the child's parent with: (i) information about the services provided by the grantee; and (d) the parent handbook.
- (e) A grantee must obtain written confirmation that a parent has received the parent handbook.

### **CHAPTER - 6**

#### **Child Record**

##### **6.1 Confidentiality of record**

- (a) Child records are confidential and shall be stored in a locked cabinet.
- (b) A Daycare centre person may not disclose information concerning a child or family, except in the course of inspections and investigations by officers of the Department.

## **6.2 Contents of record**

- (a) A child's record must contain the following information:
  - (i) the dates of application, admission and withdrawal of the child;
  - (ii) the child's name and date of birth;
  - (iii) the names, home addresses and phone numbers of the child's parents, together with email contact information for the parents, if available;
  - (iv) the name, address and phone number of the child's physician;
  - (v) the name and contact information of the person to be notified in case of an emergency if a parent is not available;
  - (vi) the names of persons to whom the child may be released;
  - (vii) signed parental consent for emergency medical care for the child. Written consent is required prior to admission;
  - (viii) signed parental consent for administration of medications or special dietary needs; and
  - (ix) signed parental consent for administration of minor first-aid procedures by Daycare centre staff. Written consent is required prior to admission.
- (b) A child's record shall include the following:
  - (i) written confirmation that the child's parent has been provided with the parent handbook;
  - (ii) a health questionnaire for the child completed by the child's parent, including immunization dates;
  - (iii) if applicable, information about any medication to be administered to the child during the hours the child is attending the Daycare program, including the written instructions from the child's parent and the written record of each dose of medicine administered;
  - (iv) applicable, written instructions signed by the child's parent concerning any special requirements for feeding, diet, rest or exercise;
  - (v) written consent from the child's parent for the child to receive emergency medical treatment;
  - (vi) a copy of a report of any incident affecting the health, safety or well-being of the child while attending the Daycare program; and
  - (vii) for an infant, toddler or preschool child, semi-annual reports respecting the child's development.
- (c) If a child withdraws from enrollment in a Daycare program, the grantee or Manager must include the date of and reason for the withdrawal in its file for the child.
- (d) A grantee or Manager must keep each child's file confidential, complete and organized.
- (e) A grantee or Manager must store a child's file in a safe and secure manner at the Daycare centre and must keep it for at least 2 years after the date of the child's withdrawal from enrollment.
- (f) A parent is required to review and update the emergency contact information and the at least once in a 6-month period or as soon as there is a change in the information.
- (g) Following review, a parent shall attest to the accuracy of information in subsection (a) by affixing a dated signature to the record.
- (h) If emergency information is updated in a master file, it shall be updated accordingly in other Daycare centre records.
- (i) A copy of the initial agreement and subsequent written agreements between the parent and the grantee. The parent shall receive the original agreement.

## **6.3 Daily record of each child**

- (a) A Manager shall establish and maintain an individual daily record of attendance for each child enrolled in the Daycare centre.

- (b) Information in a child's daily record shall be kept current by the Manager.
- (c) A Manager must keep a daily record of attendance for each child enrolled in the Daycare program.
- (d) A daily record of attendance must include the child's arrival and departure times and reasons for any absence.
- (e) A grantee or Manager must keep a daily record for an infant or toddler enrolled in a full- day program, which must include all of the following:
  - (i) daily routines, including naps, eating and toileting, noting atypical responses;
  - (ii) activities in which the child participated, noting the child's preferences and abilities;
  - (iii) information about any unusual occurrence and other pertinent information that does not necessarily relate to a daily occurrence;
  - (iv) space for the child's parent to write special instructions or information about the child.
- (f) A daily record for an infant or toddler must be available to the child's parent at the beginning and end of each day to allow them to record instructions or information and must be retained for at least 6 months.

#### **6.4 Record retention**

- (a) A copy of the child's record shall be retained at the Daycare centre for at least 1 year after termination of service, unless the entire record is transferred by the Manager to the parent or guardian or to another DCC at the request of the parent or guardian.

#### **6.5 Release of information**

- (a) The parent shall have access to the child's complete Daycare record.
- (b) Release or dissemination of information in a child's record may be made by the Manager and only with written parental consent. When file material is released, the person who authorized the release shall record the following information in the child's file:
  - (i) the name and position of the individual to whom the information was released;
  - (ii) the date the information was released;
  - (iii) the portions of the record that were released;
  - (iv) the purpose of the release; and
  - (v) the signature of the person who authorized the release.

### **CHAPTER -7** **STAFF RECORD**

#### **7.1 Confidentiality of records**

- (a) DCC Staff records are confidential and shall be stored in a locked cabinet.
- (b) A staff person may not disclose information concerning another staff person or adult providing a service at the DCC, except in the course of investigations or inspections by officers of the Department.
- (c) A staff person shall provide to officers of the Department immediate access to the DCC and, upon request, to the children and the files and records.
- (d) An inspection will be conducted during normal business hours except when there is reasonable cause to believe that inspections at other times are necessary to detect violations of applicable laws and regulations.
- (e) An officer of the Department will inspect for compliance with this chapter, all areas of the DCC premises that are accessible to children.

## **7.2 Content of staff records**

- (a) A record shall include a copy of the following information:
  - (i) the name, address and telephone number of the DCC staff person; (ii) verification as follows:
    - (a) verification of age; and
    - (b) verification of child care experience, education and training prior to service at the Daycare centre;
    - (c) acceptable verification of experience, education or training shall be a transcript or a diploma or a letter signed by a representative of the experiential, educational or training entity.
  - (iii) a written report of initial and subsequent health assessments, including the results of initial and subsequent tuberculin skin tests, x-rays or other medical documentation necessary to confirm freedom from communicable tuberculosis.
  - (iv) a copy of requests for the criminal history record and a copy of completed clearance information.
  - (v) Two written, nonfamily references from individuals attesting to the person's suitability to serve as a Daycare centre person.

## **7.3 Criminal record**

- (a) A grantee must complete a criminal record check for each of the following persons:
  - (i) any person who is 18 years old or older who has, or will have, contact with children enrolled in a program operated by the grantee,
  - (ii) a grantee must keep the results of the criminal record checks on file and update them as required by the Directorate.

## **7.4 Daycare centre must be administered by Manager**

- (a) Each full-day program must be administered by a Manager who supervises and manages the Daycare centre.
- (b) A Manager must designate a staff member who is qualified to act as the Manager at times when the Manager is absent from the Daycare centre.
- (c) A Manager or a person designated under subsection (b) must be in attendance at the Daycare centre at all times during its operating hours.

## **7.5 Daycare centre staffing requirements**

- (a) Daycare centre Staff must be at least 18 years old to be included in the staff-to-children ratios for the Daycare centre.

## **7.6 Individual records**

- (a) An individual record is required for each staff person.

## **7.7 Manager's qualifications and responsibilities**

- (a) A Manager is responsible for the general management of the Daycare centre including the following minimum duties:
  - (i) administering finances, personnel and maintenance;
  - (ii) administering the Daycare centre's program objectives and activities;
  - (iii) designating a staff person who is responsible for compliance with this chapter in the

- Manager's absence;
- (iv) coordinating and planning daily activities with the group supervisors or with the assistant group supervisors in school-age program;
- (v) overall program planning; and
- (vi) written evaluation of staff persons on a regular basis, a minimum of one evaluation every 12 months.
- (b) A Manager shall have attained the following qualification:
  - (i) a bachelor's degree from an accredited college or university in child development, special education, elementary education or the humanities and 1 year of experience with children.
- (c) A Manager shall be employed by a grantee and be present at the Daycare centre site a minimum of 50 hours per week.

## **CHAPTER -8**

### **Nutrition**

#### **8.1 Infant feeding requirements**

- (a) Breast milk or formula provided by a parent for an infant must be:
  - (i) labelled to specify the name of infant, the date received, and the contents; and (ii) refrigerated at 4.0°C or lower.
- (b) Food provided by a parent for an infant must be dated, refrigerated if required, and used or discarded before the expiry date.
- (c) An infant who cannot hold a bottle must be held by a staff member during bottle feeding.
- (d) An infant must not be fed in a crib or by bottle propping.

#### **8.2 Meals**

- (a) Each child enrolled in a full-day program must be provided with a lunch, a morning snack and an afternoon snack to be handed over by parents/guardians.
- (b) If a child receives care for 4 or more consecutive hours, nutritional, appropriately-timed meals and snacks shall be served.
- (c) Meals and snacks may be provided by the parent, upon agreement between the parent and the Manager.
- (d) Food may not be withheld from a child for purposes of discipline.

#### **8.3 Meals for infants**

- (a) Meals for infants shall be provided in accordance with the following requirements:
  - (i) a written statement giving formula and feeding schedule shall be obtained from the parent;
  - (ii) new foods shall be introduced only after consultation with the child's parent;
  - (iii) disposable nursers shall be used unless bottles are provided by the parent or unless a commercial dishwasher is used by the Daycare centre;
  - (iv) disposable nursers and bottles shall be labeled with the child's name;
  - (v) an infant 6 months of age or younger shall be held while being bottle fed;
  - (vi) neither an infant nor a toddler shall be permitted to sleep with a bottle in his mouth; and
  - (vii) bottled formula shall not be heated in a microwave oven.

## **CHAPTER - 9**



## **Reporting**

### **9.1 Reporting injury, death or fire**

- (a) The grantee shall immediately notify a child's parent and Directorate of Women Development on telephone and send a written report to the office of the Director within three hours if one or more of the following occurs:
  - (i) inpatient hospitalization or emergency room treatment of an injured / ill child receiving care at the Daycare centre;
  - (ii) the death of a child receiving care at the Daycare centre;
  - (iii) a Daycare centre fire that requires the service of a fire department;
  - (iv) a child receiving care in the Daycare centre is lost or missing from the Daycare centre; and
  - (v) a child receiving care in the Daycare centre is left unattended in the Daycare centre when the Daycare centre is closed.
- (b) The report shall include the following information:
  - (i) the name, address and telephone number of the Daycare centre;
  - (ii) the name, address and birth date of the child;
  - (iii) the name and address of the child's parent or guardian;
  - (iv) a description of the incident, including the date, time and location of the incident and the equipment involved;
  - (v) The name and telephone number of local authorities notified;
  - (vi) The nature of the treatment;
  - (vii) The name and address of the place where the treatment was received; and (viii) The required follow-up.
- (c) The staff person who prepared the report shall sign and date it. (d) Copies of reports shall be kept in a file at the Daycare centre.

### **9.2 Responding to accident, communicable disease or serious incident**

- (a) If an accident, communicable disease or other incident occurs that affects or could affect the health, safety or well-being of a child attending a Daycare program, the grantee or the Manager must do all of the following:
  - (i) immediately secure any necessary medical assistance;
  - (ii) notify the parents of any child affected;
  - (iii) prepare an incident report, which must include all of the following:
    - (a) a summary of the incident and the action taken by the Daycare staff or care provider;
    - (b) the signature of each staff member and care provider involved; and (c) the signature of a parent of each child affected by the incident.
  - (iv) place a copy of the incident report into the file of each child affected by the incident.
- (b) If a serious incident occurs, the grantee must:
  - (a) notify the Directorate within 24 hours; and
  - (b) forward a copy of the incident report no later than 2 days after the date of the serious incident.

# DRAFT CONTRACT

## DAYCARE SERVICES

### CONTRACT

**NO. SO(G)/P&SHD/1-81/2018.** This Contract is made at Primary & Secondary Healthcare Department (PSHD), 1-Birdwood Road, Lahore on \_\_\_\_\_, 2021, between **Primary & Secondary Healthcare Department (P&SHD), 1-Birdwood Road, Lahore** (hereinafter referred to as the “*Procuring Agency*”) (which expression shall include successors, legal representatives and permitted assigns) of the First Part; and M/s \_\_\_\_\_ registered under the laws of Pakistan and having its registered office at

\_\_\_\_\_ (hereinafter called the “Contractor”) (which expression shall include successors, legal representatives and permitted assigns) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

**WHEREAS** the Procuring Agency invited bids for Daycare Center Services, situated at Primary & Secondary Healthcare Department 1-Birdwood Road Lahore whereof M/s \_\_\_\_\_ offered the required Services (s); and

Whereas, the Procuring Agency has accepted the bid by the Service Provider as per following detail;

Daycare Services					
Descriptions of Staff			Monthly Rates (Including all Taxes) and Expenses (PKR)	Annually Rates (Including all Taxes) and Expenses (PKR)	Amount of Performance Security (PKR)
Sr. No.	Category of Staff	No. of Staff			
i	Supervisor	01			
ii	Teacher	01			
ii i	Arts and craft	01			
iv	Ayya	04			
v	Janitor	01			
<b>Total</b>					

**NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;**

- The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
  - This Contract Form
  - The General Conditions of Contract
  - The Terms of References/Scope of Services
  - Original Price Schedule submitted by the Bidder
  - The Notification of Award/Advance Acceptance of Tender (AAT)
  - Performance Guarantee / Security
  - Integrity Pact
- Interpretation:** 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”:
- The Term of the Contract:** This contract shall become effective from \_\_\_\_\_, **2021** and remain valid till \_\_\_\_\_ from the date of signing, unless amended by mutual consent. This contract can be extended for One Year with the mutual consent of the parties and subject to satisfactory performance by the Contractor.
- The Contractor declares as under: -

- i. **M/s** \_\_\_\_\_ 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 Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
- ii. Without limiting the generality of the foregoing, **M/s** \_\_\_\_\_ 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 Punjab, except that which has been expressly declared pursuant hereto.
- iii. **M/s** \_\_\_\_\_ 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 Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. **M/s** \_\_\_\_\_ 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 Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, **M/s** \_\_\_\_\_ agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **M/s** \_\_\_\_\_ 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 Procuring Agency.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Arbitrator shall be decided by mutual agreement between the parties. The decisions taken and/or award made by the arbitrator shall be final and binding on the Parties.

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

**Sealed & Signed on behalf of M/s \_\_\_\_\_**

**Sealed & Signed on behalf of  
Primary & Secondary Healthcare Department**

Name:

Designation in the Firm:

CNIC:

\_\_\_\_\_  
**Government of the Punjab**

**Primary & Secondary Healthcare Department**

**Witness-1 on behalf of the Contractor** Name

of Witness:

Designation in the Firm:

CNIC:

**Witness-1 on behalf of the Primary &  
Secondary Healthcare Department**

**Witness-2 on behalf of the Contractor** Name

of Witness:

Designation in the Firm:

CNIC:

**Witness-2 on behalf of the Primary &  
Secondary Healthcare Department**

### **INTEGRITY PACT**

#### **AFFIDAVIT (Rs. 100/- Stamp Paper)**

We **M/s** \_\_\_\_\_ being the first duly sworn on oath submit, that Ms. \_\_\_\_\_ is the representative duly authorized by **M/s** \_\_\_\_\_ hereinafter called the Contractor to submit the attached bid to the Primary & Secondary Healthcare Department. Affiant further states that the said **M/s** \_\_\_\_\_ has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the Primary & Secondary Healthcare any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Attestation by Notary Public\_\_\_\_\_