



**MINUTES OF PRE-BID MEETING HELD ON 12<sup>th</sup> MARCH 2019 AT 11 A.M FOR ACQUIRING TEMPERATURE CONTROLLED AND SECURITY PROTECTED WAREHOUSE**

The pre-bid meeting for acquiring temperature controlled and security protected warehouse for DGHS for the year 2018-19 was held on 12th March 2019 in the Committee Room of DGHS to discuss and finalize any objections in bidding documents, criteria.

2. Following attended the meeting; Annex-A.

The House was briefed that the DGHS invited tender/bids from firms for acquiring temperature controlled and security protected warehouse for storage of drugs/medicines and medical devices purchase by DGHS. Representatives of firm M/s TCS attended the meeting. The firm submitted its objections.

3. The objections/queries and respective decisions are reproduced as under:

S. No.	Issue(s) Highlighted	Decisions
1	Warehouse and provision of equipment for temperature control is considered as "Services" & 16% PST would be applicable on rates as per tax law. The advertisement needs to be revisited as this will create issue in AGPR for payment.	The committee accepted with that it is considered as services and taxes shall be paid as per rules
2	Minimum agreement period to be reviewed for a minimum of 2 years with one year extendable which will reduce cost & improve efficacy	The committee decided to accept the request of firm as long term agreement also benefit the department.
3	Notice period to be revised from one month till three months	The committee decided to partially accept the request of firm and duration of notice period is revised to 45 days extendable up to one year.
4	Add temperature requirement ranges between 25 to 30 degree Celsius.	The committee decided to accept the request of firm as temperature range of medicines is below 30 degree Celsius.
5	Scope of work needs to be defined	Scope of work already defined in bidding documents. Moreover, the firm will provide proper sitting place with furniture.
6	Pallets will not be required from bidder	Pellets for stacking will be arranged by department.
7	When temperature controlling is not in the services provider domain, the service provider just has to provide the equipment, therefore, the services provider shall not looking after operations.	The committee did not accept the request as it is responsibility of the firm to maintain the required temperature.
8	Liquidated damages are subject to apply in	In case of electricity failure/load shedding



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	case of temperature rises above 25 degree Celsius up to 10% of the total contract value. This should not apply to service provider as we are not looking after operations	beyond the 4-6 hour, the firm will arrange generator for backup.
9	The rental model gives the services provider no interference in the utility payments. If the department fails to timely pay the utility bills & electricity gas and water being cut off. Therefore, as some sort of security must be provided to the service provider for timely, up to date payment of utilities.	The firm will be responsible for paying electricity bills.
10	Clause 2.6.2 needs revision. Technically it bounds the service provider to write for payment after longer periods and there is no way that the service provider can give notice for termination of services prior to approx. 5 months of non-payment.	All lawful payment will be made as per law and after fulfilment of all codal formalities.

4. Meeting ended with the vote of thanks by the chair.