



**GOVERNMENT OF THE PUNJAB**  
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## **BIDDING DOCUMENTS**

**FOR**

**ACQUIRING SECURITY PROTECTED, INSURANCE COVERED  
WAREHOUSE ON RENTAL BASIS (ON FRAME WORK  
CONTRACT BASIS)**

*(Financial Year 2023-24)*

**DIRECTORATE GENERAL HEALTH SERVICES  
PRIMARY & SECONDARY HEALTHCARE DEPARTMENT  
GOVERNMENT OF THE PUNJAB**

# FOREWORD

1. This Bidding Document has been prepared by the Director General Health Services, Primary & Secondary Healthcare Department, Punjab/Procuring Agency” for Selection of Service Provider. The document was prepared by the Committee of the Experts of the Procuring Agency and reflects what are considered “best practices”.
2. This Bid Document has been structured in the following manner:
  - Part I: Bidding Document
  - Part II: Form of Contract
  - Part III: Scope of Work
3. The text written in *Italics* is “Notes to the Bidders”. It provides guidance to the entity in preparing Bid. “Notes to the Bidders” should be deleted from the final proposals submitted by the Service Providers/Bidders.

روزنامہ ایکسپریس لاہور

صفحہ نمبر 7

5-12-2023

## PURCHASE CELL



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Department



### INVITATION FOR BIDS

#### ACQUIRING WAREHOUSE ON RENTAL BASIS FY 2023-24 (ON FRAME WORK CONTRACT BASIS)

1. Directorate General Health Services (DGHS), Govt. of Punjab, intends to acquire Warehouse on Rental Basis for the Storage of Hospital Items (Medical Furniture, Instrument & Equipment) of SHC&MED for the financial year 2023-24 on frame work contract basis.
2. Directorate General Health Services, Punjab, therefore, invites sealed bids for above mentioned purpose from renowned firms. The participating firms should also have a warehouse of around as per bidding documents for storage of Hospital Items (Medical Furniture, Instrument & Equipment) of SHC&MED.
3. Bidding Documents containing detailed Scope of Services/Terms of References (TORs) and Terms & Conditions are readily available at Purchase Cell, DGHS and can be downloaded from websites ([www.dghs.punjab.gov.pk](http://www.dghs.punjab.gov.pk)) and ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)). The Bidders are required to purchase the Tender from Purchase Cell by submitting non-refundable Tender Fee of PKR 5,000/- for each tender. Bidding shall be conducted through 38(2)(a) Single Stage Two Envelop Bidding Procedure.
4. The estimated cost of tender is PKR 60,000,000/- per annum whereas Bid Security for said tender shall be 2% of estimated cost.
5. Sealed bids are required to be submitted by the interested bidder(s) on 26.12.2023 at 11.00 AM positively at the Purchase Cell, Directorate General Health Services, Lahore. The bids received till stipulated date & time shall be opened on 26-12-2023 at 11.30 AM in the presence of the bidders or their authorized representatives.

**Note:** The process shall be governed by the Punjab Procurement Rules, 2014 (Amended).

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IPL-10329

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## PART – I BIDDING DOCUMENTS

### SECTION - I: LETTER OF INVITATION FOR BIDS

1. Directorate General Health Services (DGHS), Govt. of Punjab, intends to acquire Security Protected, Insurance Covered Warehouse on rental basis for Storage of hospital items (Medical Furniture, Instruments & Equipment) of Specialized Healthcare and Medical Education Department (SHC&MED) for FY 2023-24 (On frame work contract basis) for a period of one year (which may be extendable for equal period of time on satisfactory performance, under same terms and conditions) along with Operations & Management Services. This contract may be adopted by any other procuring agency under administrative control of Primary and Secondary Healthcare Department.
2. Directorate General Health Services, Punjab, therefore, invites sealed bids for above mentioned purpose from renowned firms. The participating firms should have a warehouse of minimum storage capacity of 50,000 sq. ft. within the revenue limit of district Lahore which may be extended up to same area upon requirement.
3. Bidding Documents containing detailed Scope of Services/Terms of References (TORs) and Terms & Conditions are readily available at Purchase Cell, DGHS and can be downloaded from websites ([www.dghs.punjab.gov.pk](http://www.dghs.punjab.gov.pk)) and ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)). The Bidders are required to purchase the Tender from Purchase Cell by submitting non-refundable Tender Fee of PKR 5,000/- for each tender. Bidding shall be conducted through 38(2)(a)- Single Stage Two Envelop Bidding Procedure.
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5. Sealed bids are required to be submitted by the interested bidder(s) on **26.12.2023 at 11.00 A.M** positively at the Purchase Cell, Directorate General Health Services, Lahore. The bids received till stipulated date & time shall be opened on the same day at **11.30 A.M** in the presence of the bidders or their authorized representatives.

**Note:** The process shall be governed by the Punjab Procurement Rules, 2014 (Amended).

**Director General Health Services  
Punjab**

**Directorate General Health Services  
Government of Punjab  
24-Cooper Road, Lahore, Pakistan  
Phone: +92-42-99201145**

## SECTION - II: INSTRUCTIONS TO BIDDERS

[Note: Instructions to Bidders (ITB) shall not be modified, except in accordance with the provisions of Punjab Procurement Rules, 2014. Any necessary changes, acceptable to the Government of Punjab, or Procuring Agency, to address specific issues, shall be introduced only through the Bidding Data Sheet (e.g., by adding new reference paragraphs)

### A-DEFINITIONS

- a) **Additional Space** means space that may be requested by the Procuring Agency in addition to the minimum required space of 50,000 sq. ft.
- b) **Bid(s)** means documents required to be submitted in response to an invitation to bid (ITB) i.e., Technical Bid & Financial Bid.
- c) **Bidding Data Sheet (BDS)** means such part of the Instructions to Bidders used to reflect specific conditions.
- d) **Bidder(s)** means any entity or person that may provide or provides the Services to the Procuring Agency under the Contract.
- e) **Procuring Agency** means, *Director General Health Services, Punjab, Primary & Secondary Healthcare Department, Government of Punjab.*
- f) **Confirmation** means confirmation in writing.
- g) **Service Provider** means the successful bidder with whom the Procuring Agency would sign a Contract.
- h) **Contract** means the contract proposed to be entered into between the Procuring Agency and the Bidder, including all attachments, appendices, and all document incorporated by reference therein.
- i) **Contract Price** means the price payable to the Service Provider under the contract for the full and proper performance of its contractual obligations.
- j) **Day** means working day.
- k) **Fraudulent and Corrupt Practices** will have the same bearing and meaning as are defined in the PPR, 2014.
- l) **Government** means the Government of the Punjab (GoPb) and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards and similar other organizations.
- m) **Guaranteed Space** means minimum **50,000 sq. ft.** space to be provided by the Service Provider. The contract may be extended upto the same area upon requirement.
- n) **In writing** means communicated in written form e.g., by registered mail/ email, delivered with proof of receipt.
- o) **Instructions to Bidders (ITB)** mean the document, which provides Bidders with all information needed to prepare their Proposals.
- p) **Joint Venture (JV)** means an association with a legal personality distinct from that of its members, of more than one Bidders where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- q) **Letter of Invitation (LOI)** included in the bidding document as Section-I to be sent by the Procuring Agency to the Service Providers/Bidders.

- r) **Person** means individual, association of persons, firm, company, corporation, institution and organization, etc. having legal capacity.
- s) **Procurement Methods** means any one of the procurement modes/ methods as provided in the Punjab Procurement Rules, 2014 published by the Punjab Procurement Regulatory Authority, Government of the Punjab.
- t) **Proposal** means the Technical Proposal and the Financial Proposal for the provision of the products and services submitted by a Bidder in response to this Bidding Documents.
- u) **EC/PC** means the Evaluation Committee/Procurement Committee, constituted for the purpose of evaluating the Technical Proposals/Financial Proposals received.
- v) **SBD** means Standard Bidding Documents.
- w) **Service(s)** means the work to be performed by the Service Provider pursuant to the Contract.
- x) **Sub-contractor(s)** means any person(s) or entity(ies) to whom the Bidder would sublet any part of the services.
- y) **Works** means work to be done by the Service Provider/Bidder under the Contract.

## A. INTRODUCTION

- ITB-1. Scope of Bid and Source of Funds**
- 1.1** The Procuring Agency as defined in the BDS intends to receive Bids for the Services summarized in the BDS. Bidders will be selected in accordance with the method of selection specified in BDS. The Bidder must quote for the complete scope of service. Any Bid covering partial scope of services will be rejected as non-responsive
- 1.2** The Procuring Agency has arranged funds from the Government.
- ITB-2. Eligible Bidders**
- 2.1** The Procuring Agency has arranged funds from the Government. Bidding is open to all Companies / Firms / JVs / Associations duly registered under the laws of Pakistan.
- 2.2** All partners of the JV shall at all times and under all circumstances be liable jointly and severally to Employer for the execution of the entire Contract in accordance with the Contract terms and conditions and a statement to this effect shall be included in the authorization mentioned under para (2.4) below as well as in the Form of Bid and Form of Contract (in case of a successful bidder).
- 2.3** One of the JV partners shall be nominated as being incharge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the JV partners.
- 2.4** The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the JV.
- 2.5** A copy of the Contract entered into by the JV partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the JV, the proportionate participation of the several firms forming the JV, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the JV Contract shall be agreed to between the JV partners without prior written consent of the Employer.
- ITB-3. Eligible Goods and Services**
- 3.1** All Goods & ancillary Services to be supplied under this Contract shall have their origin in eligible countries as per ITBs and all expenditures made under the Contract will be limited to such Goods and Services, if agreed otherwise.
- 3.2** For purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3** The origin of Goods and Services may be distinct from the nationality of the Bidder.
- ITB-4. Cost of Bidding**
- 4.1** The Bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



## **C: PREPARATION OF BIDS**

### **ITB-5. Contents of Bidding Documents**

**5.1** In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause ITB7.1.

- 1.** Instructions to Bidders & Bidding Data
- 2.** Schedules to Bid comprising the following:

#### **Financial Schedule**

- 1.** Schedule-A to Bid: Schedule of Prices

#### **Technical Schedule**

- I.** Schedule-B to Bid: Technical Proposal Form
- II.** Schedule-C to Bid: Past Performance & Relevant Experience
- III.** Schedule-D to Bid: Methods of Performing Services
- IV.** Schedule E to Bid: Project Team
- V.** Schedule F: Services to be Performed by Sub-Service Providers
- VI.** Schedule G to Bid: Integrity Pact

#### **Other Forms**

- I.** Form of Bid Security
- II.** Form of Performance Guarantee
- III.** Form of Contract, General & Specific conditions
- IV.** Scope of Work

### **ITB-6. Clarification of Bidding Documents**

- 6.1** A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Procuring Agency at the Procuring Agency's address indicated in the BDS.
- 6.2** The Procuring Agency will respond to any request for clarification within a day which it receives earlier than ten (10) Days prior to the deadline for the submission of Bids. Copies of the Procuring Agency's response will be forwarded to all prospective Bidders, at least five (5) Days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

### **ITB-7. Amendment of Bidding Documents**

- 7.1** At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.
- 7.2** Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof, and shall be Communicated in writing to all purchasers of the Bidding Documents within 2 days of its approval. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

**7.3** To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

**ITB-8. Language of Bid & 8.1 Notifications**

The bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged between the Bidder and the Procuring Agency shall be written in the English language. Whereas, any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the quotation, the English translation shall govern.

**8.2** Announcements and notifications shall be made through registered mail or may be delivered by hand against signature. The Procuring Agency may make announcements through electronic mail or fax, provided that the electronic mail addresses and fax number is given on the form. For the notifications made through registered mail, the date of notification shall be seventh day following the deposit of letter to the postal service for local Applicants and fourteenth day for the foreign Applicants. In case Applicants receive the notification before such date, actual notification date shall be taken as basis.

**8.4** For the announcements made through electronic mail or fax, the date of announcement shall be taken as the notification date. Notification made in such a way must be confirmed by the Procuring Agency on the same day. Notifications which are not confirmed on the same day shall be considered as not realized. In order to ensure the confirmation as realized, it will be enough to make the notification through registered mail. Notifications made through electronic mail or fax will be documented in such a way to contain the date of notification and its content.

**8.5** Notifications through electronic mail will be made by using the official electronic mail address of the Procuring Agency.

**8.6** Notifications and announcements to the JV or Partnership will be made to the Lead Partner or Pilot Partner or Coordinator associates

**ITB-9. Documents  
Comprising the Bid**

**9.1** The bid prepared by the Bidder shall comprise of the following documents:

- a. Covering Letter
- b. Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause ITB 15.
- c. Schedules (A to G) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub Clause ITB15.
- d. Bid Security furnished in accordance with Clause ITB 14.
- e. Power of Attorney in accordance with Sub-Clause ITB 15.5.
- f. Documentary evidence in accordance with Clause ITB 12.
- g. Documentary evidence in accordance with Clause ITB 13.

- ITB-10. Sufficiency of Bid** **10.1** Each Bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Services stipulated in PART III: Scope of work, which is part and parcel to this document.
- 10.2** The Bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into an Contract for execution of the Services.
- ITB-11. Bid Prices, Currency of Bid and Payment** **11.1** The Bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Services to be performed under the Contract. Prices in the Schedule shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 11.2** During the Bidder's performance of the Contract, unless otherwise stipulated in the Contract, prices quoted by the Bidder shall remain fixed and not subject to variation on any account.
- 11.3** The unit rates and prices in the Schedule of Prices shall be quoted by the Bidder in the currency as stipulated in Bidding Data.
- ITB-12. Documents Establishing Bidder's Eligibility and Qualification** **12.1** Bidder/Manufacturer must possess capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.
- 12.2** Pursuant to Clause ITB-9 and 12.1, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract.
- ITB-13. Documents Establishing Services' Conformity to Bidding Documents** **13.1** The documentary evidence of the Services conformity to the Bidding Documents may be in the form of literature, maps and data and the Bidder shall furnish documentation as set out in Bidding Data.
- 13.2** The Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Proposal. Provisions are intended to be descriptive only and not restrictive.
- ITB-14. Bid Security** **14.1** Bid Security will be 2% of estimated cost.
- ITB-15. Validity of Bids, Format, Signing and Submission of Bid** **15.1** Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 15.2** All Schedules to Bid are to be properly filed, completed and signed.

- 15.3** No alteration is allowed in the Form of Bid. In case of any alteration the bid shall be rejected.
- 15.4** The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized. The authorized person or persons shall be named by submitting a written Power of Attorney, notarized by local notary public, authorizing him to sign bid documents and to act on behalf of the Bidder. All pages of the bid documents shall be initialed by the authorized person or persons along with the affixed official seal.
- 15.5** The Bid shall be delivered in person or sent by registered mail at the address as given in Bidding Data.

### **D. SUBMISSION OF BIDS**

<b>ITB-16. Deadline for Submission, Modification &amp; Withdrawal of Bids</b>	<p><b>16.1</b> Sealed Bids must be received by the Procuring Agency at the address provided in Bidding Data not later than the time and date stipulated therein.</p> <p><b>16.2</b> Bids submitted through telegraph, telex, fax or e-mail shall not be considered.</p> <p><b>16.3</b> Any bid received by the Procuring Agency after the dead line for submission prescribed in Bidding Data will be returned unopened to such Bidder.</p> <p><b>16.4</b> Any Bidder may withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.</p> <p><b>16.5</b> Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid will be dealt under PPR, 2014</p>
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### **E. BID OPENING AND EVALUATION**

<b>ITB-17. Bid Opening</b>	<p><b>17.1</b> A committee consisting of nominated members by the Procuring Agency will open the Bids (including withdrawals, substitution and modifications made pursuant to Clause ITB16) in the presence of Bidder’s representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids. Technical Bids will be opened first. At the end of the evaluation of the Technical Bids, the Procuring Agency will invite technically substantially responsive Bidders, eligible for award, to attend opening of the Financial Bids. The Bidder’s representatives who are present shall sign in a register evidencing their attendance.</p> <p><b>17.2</b> Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be opened and read out first and the name of the Bidder shall be read out. Bids for which an acceptable notice of</p>
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	<p>withdrawal has been submitted pursuant to Clause ITB16 shall not be opened.</p> <p><b>17.3</b> The Bidder's name, Bid Prices, unit rates, any discount offered, Bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the Bid opening. The Procuring Agency will record minutes of Bid opening.</p> <p>Any Bid Price or discount which is not read out and recorded at Bid opening will not be taken into account in the evaluation of Bid. Any discount offered by the Bidder on its quoted prices, shall only be considered if such discount is either shown on the duly filled-in, signed &amp; stamped Form of Bid/Letter of price bid or on the Summary Page of the quoted amount for Lump Sum Contract/ bill of quantities as applicable. In case of any discrepancy or difference in the rate or amount of discount mentioned in the Form of Bid/Letter of price bid (as duly filled-in and signed), and on the Summary Page of the Schedule of Prices, the discount shown on the Schedule of Price shall prevail. Discount, if offered, through a separate letter of discount submitted with the Bid, will not be entertained and shall be considered null &amp; void.</p> <p><b>17.4</b> Discounts offered for lesser period than the Bid validity shall not be considered in evaluation.</p> <p><b>17.5</b> 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 10 days after the announcement of the bid evaluation report.</p>
<p><b>ITB-18. Clarification of Bids</b></p>	<p><b>18.1</b> To assist in the examination, evaluation and comparison of Bids, the committee may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.</p>
<p><b>ITB-19. Preliminary Examination &amp; Determination of Responsiveness of Bids</b></p>	<p><b>19.1</b> Prior to detailed evaluation pursuant to Clause ITB21, the evaluation committee will determine the responsiveness of the Bids in the following manner:</p> <p>a) the Committee will examine the Bids to determine whether;</p> <p><b><u>Technical areas</u></b></p> <ol style="list-style-type: none"> <li>i. The Bid is complete and does not deviate from the scope;</li> <li>ii. Completion period offered is within specified limits;</li> <li>iii. Bidder / Manufacturer meet the desired eligibility criteria including the requisite experience;</li> <li>iv. Bid does not deviate from basic technical requirements;</li> <li>v. Bid is generally in order;</li> <li>vi. Required sureties have been furnished; and</li> <li>vii. Documents have been properly signed.</li> </ol> <p><b><u>Financial areas</u></b></p> <ol style="list-style-type: none"> <li>i. Bid is valid till required period;</li> </ol>

	<ul style="list-style-type: none"> <li>ii. Bid prices are the same during currency of Contract if it is a fixed price bid; and</li> <li>iii. No computational error has been made.</li> <li>iv. The financial bid</li> </ul> <p>(b) the bid shall not to be considered, if:</p> <ul style="list-style-type: none"> <li>I. It is unsigned;</li> <li>II. Its validity is less than specified period;</li> <li>III. It is submitted for incomplete scope of work;</li> <li>IV. It indicates completion period later than specified;</li> <li>V. It indicates that the works and services materials to be supplied do not meet eligibility requirements;</li> <li>VI. It indicates that Bid prices do not include the amount of taxes;</li> <li>VII. It indicates alteration in Form of Bid;</li> <li>VIII. It is received after the deadline for submission of Bids;</li> <li>IX. It is submitted through fax, telex, telegram or email;</li> <li>X. It indicates that prices quoted are not firm during currency of the Contract whereas the Bidders are required to quote fixed price(s);</li> <li>XI. The Bidder refuses to accept arithmetic correction;</li> <li>XII. It is materially and substantially different from the Conditions/ Specifications of the Bidding Documents; and</li> <li>XIII. Submission of Conditional Bid After determining the responsiveness of Bids in the light of basis stated in para 19.1, further action on technical evaluation will be taken.</li> </ul> <p><b>19.2</b>Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Price Bid and the total shown in Schedule of Prices Summary, the amount stated in the Form of Price Bid will be corrected by the evaluation committee in accordance with the Corrected Schedule of Prices.</p> <p>If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.</p> <p><b>19.3</b>Prior to the detailed evaluation, pursuant to Clause ITB21 the Evaluation Committee will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.</p> <p>A material deviation or reservation is one:</p> <ul style="list-style-type: none"> <li>i) which affect in any substantial way, the scope, quality or performance of the Works;</li> </ul>
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	<p>ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency rights or the Bidder's obligations under the Contract; or</p> <p>iii) Whose rectification/adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. The Evaluation Committee's determination of a Bid responsiveness will be based on the contents of the Bid itself without recourse to irrelevant evidence.</p> <p>19.4 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction.</p> <p>Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Procuring Agency, as long as the waiver does not prejudice or affect the relative ranking of any Bidder</p>
<p><b>ITB-20. Conversion to Single Currency</b></p>	<p><b>20.1</b> To facilitate evaluation and comparison, the Evaluation Committee will convert all Bid Prices, expressed in the amounts in various currencies in which bid Price is quoted, to Pak Rupees at the telegraphic Transfer and Over Draft (TT &amp;OD) composite selling exchange rate published/authorized by the State Bank of Pakistan and applicable to similar transaction, on the date of bid opening.</p>
<p><b>ITB-21. Detailed Evaluation of Bids</b></p>	<p><b>21.1</b> Only the Bids previously determined to be substantially responsive pursuant to Clause ITB19 will be evaluated and compared in detail by the Procuring Agency as per the requirements given hereunder:</p> <p><b>21.2</b> Evaluation and Comparison of Bids</p> <p>a) Bids will be evaluated for complete scope of work.</p> <p>b) Basis of Price Comparison The prices will be compared on the basis of the Lowest Evaluated Bid Price.</p> <p>c) Technical Evaluation It will be examined in detail whether the Services / Goods offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, Personnel capabilities, equipment and services standards offered by the Bidder will be reviewed for which the Bidder's data submitted with the Bid will be compared with the technical features/criteria prescribed by the Procuring Agency in Scope of Work PART III. Other technical information submitted with the Bid regarding the Scope of Work will also be reviewed including importations, if any, required.</p>

<p><b>ITB22. Process To be Confidential</b></p>	<p><b>22.1</b> Subject to Sub-Clause ITB19.1 heretofore, no Bidder shall contact Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least ten (10) Days prior to award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.</p> <p><b>22.2</b> Any effort by a Bidder to influence Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) Days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.</p>
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## F. AWARD OF CONTRACT

<p><b>ITB-23. Post Qualification</b></p>	<p><b>23.1</b> The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or <i>prima facie</i> evidence of any defect in supplier's or Service Provider's capacities, may require the suppliers or Service Providers to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not. Provided that such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that bid evaluation report.</p> <p><b>23.2</b> The evaluation will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidders' qualifications submitted under Clause ITB12, as well as such other information required in the Bidding Documents.</p>
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<p><b>ITB-24. Award Criteria &amp; Procuring Agency's Right</b></p>	<p><b>24.1</b> Subject to Sub-Clause ITB24.2, the Procuring Agency will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause ITB 23.</p> <p><b>24.2</b> Notwithstanding Sub-Clause ITB 24.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Procuring Agency "s action except that the grounds for its rejection of all bids shall upon request be communicated, to any Bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the Bidders.</p>
<p><b>ITB-25. Notification of Award &amp; Signing of Contract</b></p>	<p><b>25.1</b> Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful Bidder in writing ("Letter of Acceptance") that his bid has been accepted.</p> <p><b>25.2</b> Within Thirty (30) Days from the date of furnishing of acceptable Performance Security under the Contract, the Procuring Agency will send the successful Bidder the Form of Contract provided in the Bidding Documents, incorporating all Contracts between the parties</p> <p><b>25.3</b> The formal Contract between the Procuring Agency and the successful Bidder shall be executed within seven (7) Days of the receipt of Form of Contract by the successful Bidder from the Procuring Agency.</p>
<p><b>ITB-26. Performance Security</b></p>	<p><b>26.1</b> The successful Bidder shall furnish to the Procuring Agency <b>05% Performance Security of the contracting amount (The value of the contract will be calculated for a year on quoted rate for 50,000 sq. ft.)</b> within a period of 14 Days after the receipt of Letter of Acceptance.</p> <p><b>26.2</b> The performance security shall be in the form of Bank guarantee issued by the scheduled Bank as per "State Bank of Pakistan" in favor of Procuring Agency "Director General Health Services, Primary &amp; Secondary Healthcare Department Punjab. In case the performance security is from a Foreign Bank, it shall be counter guaranteed by a scheduled bank of Pakistan.</p> <p><b>26.3</b> Failure of the successful Bidder to comply with the requirements of Sub-Clauses ITB-16.5, 24.1, 26.and 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p>
<p><b>ITB-27. Integrity Pact</b></p>	<p><b>27.1</b> The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-G to Bid in the Bidding Document for all Federal/Provincial Government procurement contracts exceeding Rupees Ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive</p>

### SECTION - III: BIDDING DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the ITB Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

#### A. General

ITB 1.1	Procuring Agency: Director General Health Services, Punjab, Primary & Secondary Healthcare Department, Punjab.
ITB 1.2	The Procuring Agency has arranged the Funds from the Government of the Punjab
ITB 1.1	Name of Contract <b>Acquiring security protected, insurance covered warehouse on rental basis with storage capacity of 50,000 sq.ft. for storage of Hospital Items (Medical Furniture, Instrument and Equipment) of SHC&amp;MED and its auditable Control, for the FY 2023-24 on frame work contract basis.</b>
ITB 1.1	The procurement shall be made under Punjab Procurement Rules 2014 “Single Stage Two Envelop (SSTE) process”.
ITB 14.1	2% of estimated cost.
ITB 15	Bidder shall submit “Technical Proposal” and “Financial Proposal” on the prescribed forms. Bids to be delivered as per Punjab Procurement Rules 2014 for Single Stage Two Envelope Procedure. Bid (Except Financial forms and schedule) shall be placed in a sealed, stamped and duly signed enveloped marked “Technical Proposal”. Similarly, the Financial Proposal (Form of Bid & Schedule of Prices) shall be placed in a sealed, stamped and duly signed enveloped clearly marked “Financial Proposal” followed by the name of assignment and with warning “Do Not Open with the Technical Proposal”. The envelope containing the Technical and Financial Proposals shall be properly sealed, stamped and duly signed and shall be placed into an outer envelope and sealed, stamped and duly signed and properly marked as “ <b>PROPOSAL FOR Acquiring security protected, insurance covered warehouse on rental basis with storage capacity of 50,000 sq.ft. for storage of Hospital Items (Medical Furniture, Instrument and Equipment) of SHC&amp;MED and its auditable Control for the FY 2023-24 on frame work contract basis.</b> ”
ITB 15.1	<b>Bid validity period</b> The bid should remain valid for <b>One Eighty (180) Days</b> from the last date for submission of bid.
ITB 15	<b>Deadline for submission of Bids will be as per advertisement.</b>
ITB 17.1	<b>Venue, Time and Date of Technical Bid Opening will be as per advertisement.</b>
	<b>Venue: Purchase Cell, 24-Cooper Road, DGHS Lahore.</b>  The Financial Bids of the “technically responsive” Bidder(s) will be opened at a date provided later on. The sealed financial bids of “technically non-responsive” Bidders will be returned unopened.
ITB 20.1	Bid shall be quoted entirely in Pakistani Rupees only.

<b>ITB 26.1</b>	The Bidder shall submit Performance Guarantee/Security equivalent to <b>5% of the total Contract amount (for a Year) for a period of 12 months (Extendable subject to satisfactory performance)</b> . The performance security shall be in the form of Bank guarantee issued by the scheduled Bank as per “State Bank of Pakistan” in favor of Procuring Agency “ <b>Director General Health Services Punjab Primary &amp; Secondary Healthcare Department</b> ”. In case the performance security is from a Foreign Bank, it shall be counter guaranteed by a scheduled bank of Pakistan
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### **B. Preparation and Submission of Bids**

#### **ITB QUALIFICATION REQUIREMENTS 19**

##### **TECHNICAL SPECIFICATIONS:**

Sr.	Description	Required
1	<b>Acquiring security protected, insurance covered warehouse on rental basis with storage capacity of 50,000 sq.ft. for storage of Hospital Items (Medical Furniture, Instrument and Equipment) of SHC&amp;MED and its auditable Control for the FY 2023-24 on frame work contract basis.</b>	<b>50,000 sq. ft.</b>

##### Evaluation and Comparison of Bids:

- a) Bids will be evaluated for their responsiveness to the complete scope of work.
- b) Basis of Price Comparison - The Bids shall be evaluated on the basis of the qualified, responsive lowest Evaluated Bid.
- c) Technical Evaluation
  - I. It will be examined in detail whether the Services / Goods offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, services standards offered by the Bidder will be reviewed for which the Bidder’s data submitted with the Bid will be compared with the technical features/criteria prescribed by the Procuring Agency. Other technical information submitted with the Bid regarding the Scope of Work will also be reviewed.
  - II. The criteria for evaluation of technical bid shall be as per following details:

## EVALUATION CRITERIA

**Acquiring security protected, insurance covered warehouse on rental basis with storage capacity of 50,000 sq.ft. for storage of Hospital Items (Medical Furniture, Instrument and Equipment) of SHC&MED and its auditable Control for the FY 2023-24 on frame work contract basis.**

### **Part-I:- COMPULSORY PARAMETERS**

Failure to comply with any compulsory parameter will result in disqualification of bidder.

Sr.	PARAMETERS	DOCUMENTS REQUIRED	COMPLIANCE STATUS (Yes/No)
01	Original receipt of purchase of tender	Original receipt	
02	Nationality / Identity	Valid CNIC copy of owner/CEO	
03	NTN / GST / PST Registration Certificates and ATL status	Attach copies	
04	2% Bid Security as CDR/Irrevocable Bank Guarantee/Pay Order	Copy with technical bid and original with financial bid (2% of estimated cost)	
05	Acceptance of terms and conditions / tender bidding documents	Terms and conditions / tender bidding documents duly signed & stamped.	
06	Average Financial Turnover of bidder for last three consecutive financial years (i.e., 2020-21, 2021-22 & 2022-23) must not be less than 100 Million Rupees.	Firm will provide FBR sale tax return for three last financial years i.e., 2020-21 & 2021-22 & 2022-23 (total good or service supplied locally including reduced rates sales).	
07	Conviction from any court of law and blacklisting	Undertaking on notarized judicial stamp paper of Rs.100/- that the firm is not convicted from any court of law and, currently, is not blacklisted by DGHS.	
08	Compliance to Scope of work/TORs	The firm will provide undertaking on notarized judicial stamp paper of Rs.100/- that the bidder shall fully comply with Scope of work/TORs as given in these bidding documents.	
09	Security Plan	Undertaking on judicial stamp paper of Rs. 100/- that the firm will adopt proper security measure including security equipment, CCTV surveillance system, proper up-to-date firefighting system, adequate wired boundary wall as per detail given in bidding document.	
10	Layout of Premises and required facilities.	The firm shall provide Complete Layout of premises and facilities required for proper functioning of warehouse.	

## Part-II: - ORDINARY PARAMETERS

The bid complying with compulsory parameter shall be evaluated for below mentioned parameters:

Sr. No.	Parameters	Detail	Total Marks	Remarks																								
1	Past Performance of the Bidder (Last Five Fiscal years)	<table border="1"> <tr> <td colspan="4">Public and Private institutions served:</td> </tr> <tr> <td rowspan="3">Served in Public Institution</td> <td>02 Institution</td> <td></td> <td>05</td> </tr> <tr> <td>03 Institutions</td> <td></td> <td>07</td> </tr> <tr> <td>04 institution or above</td> <td></td> <td>10</td> </tr> <tr> <td rowspan="3">Served in Private Institution</td> <td>02 Institution</td> <td></td> <td>05</td> </tr> <tr> <td>03 Institutions</td> <td></td> <td>07</td> </tr> <tr> <td>04 institution or above</td> <td></td> <td>10</td> </tr> </table>	Public and Private institutions served:				Served in Public Institution	02 Institution		05	03 Institutions		07	04 institution or above		10	Served in Private Institution	02 Institution		05	03 Institutions		07	04 institution or above		10	20	The claim requires documentation (Purchase Orders, Project details etc.) Each project should have the minimum acquired area of 25,000 Sq Feet.
Public and Private institutions served:																												
Served in Public Institution	02 Institution		05																									
	03 Institutions		07																									
	04 institution or above		10																									
Served in Private Institution	02 Institution		05																									
	03 Institutions		07																									
	04 institution or above		10																									
2.	Other Services	<table border="1"> <tr> <td rowspan="3">i</td> <td rowspan="3">Additional Space for Parking</td> <td>5,000 Sq Feet</td> <td>05</td> </tr> <tr> <td>10,000 Sq. Feet</td> <td>07</td> </tr> <tr> <td>15,000 Sq. Feet or above</td> <td>10</td> </tr> <tr> <td>ii</td> <td>Office space along with washrooms</td> <td>Min. 03 office rooms</td> <td>10</td> </tr> </table>	i	Additional Space for Parking	5,000 Sq Feet	05	10,000 Sq. Feet	07	15,000 Sq. Feet or above	10	ii	Office space along with washrooms	Min. 03 office rooms	10	20	Relevant documents to be attached												
i	Additional Space for Parking	5,000 Sq Feet			05																							
		10,000 Sq. Feet			07																							
		15,000 Sq. Feet or above	10																									
ii	Office space along with washrooms	Min. 03 office rooms	10																									
3	Financial status of Bidders (July 2020 to June 2023)	<table border="1"> <tr> <td>i</td> <td>At least 02 years Audited Balance Sheet</td> <td>5</td> </tr> <tr> <td>ii</td> <td>At least 02 years Tax Returns</td> <td>5</td> </tr> </table>	i	At least 02 years Audited Balance Sheet	5	ii	At least 02 years Tax Returns	5	10	Relevant documents to be attached																		
i	At least 02 years Audited Balance Sheet	5																										
ii	At least 02 years Tax Returns	5																										
4	Accessibility <i>(Distance will be calculated from google map)</i>	<table border="1"> <tr> <td>i</td> <td>30 km from location of procuring agency</td> <td>30</td> </tr> <tr> <td>ii</td> <td>31-35 km from location of procuring agency</td> <td>25</td> </tr> <tr> <td>iii</td> <td>36-40 km from location of procuring agency</td> <td>20</td> </tr> <tr> <td>iv</td> <td>41-45 km from location of procuring agency</td> <td>15</td> </tr> <tr> <td>v</td> <td>&gt;45 km from location of procuring agency</td> <td>00</td> </tr> </table>	i	30 km from location of procuring agency	30	ii	31-35 km from location of procuring agency	25	iii	36-40 km from location of procuring agency	20	iv	41-45 km from location of procuring agency	15	v	>45 km from location of procuring agency	00	30	Relevant documents to be attached									
i	30 km from location of procuring agency	30																										
ii	31-35 km from location of procuring agency	25																										
iii	36-40 km from location of procuring agency	20																										
iv	41-45 km from location of procuring agency	15																										
v	>45 km from location of procuring agency	00																										

Total marks of Ordinary Parameters: 80

Qualifying marks in Ordinary parameters: 65 % (52/80) and above.

### **PART – III KNOCK DOWN CRITERIA - EVALUATION**

(All evaluation parameters defined below are mandatory for compliance). The Authorized Committee must visit the proposed warehouse, at the time of technical evaluation, & assure required dimensions & specifications as per advertisement as well as following services:

<b>Sr.</b>	<b>Parameter</b>	<b>M/S ABC</b>
1	Capacity 50,000 sq. ft. (Covered area)	Yes/No
2	Availability of Pellets (min. 500 Pallets)	Yes/No
3	Power Back up (min. for 03 hours)	Yes/No
4	Fork Lifters (min. 2 Nos.)	Yes/No
5	Jack trucks (min. 01 Nos)	Yes/No
6	Pest Control Certificate	Yes/No
7	Water Supply Services	Yes/No
8	Electricity/Gas	Yes/No
9	Telephone & Internet Facility	Yes/No
10	Floor/Ground Condition must be plain proper and good quality surface	Yes/No
11	Well lighted, proper ventilation doors and windows etc.	Yes/No
12	Loading unloading area must be proper and sufficient covered loading unloading bay along with ample vehicle parking area	Yes/No
13	Separate room for security guards and room for warehouse office with washrooms	Yes/No
14	Warehouse should be in a single boundary wall. All available area should be on ground floor.	Yes/No

**Note:**

**The procuring agency may periodically evaluate compliance to Scope of work/TORs as and when required as part of performance evaluation.**

**Financial bids of only technically qualified bidders shall be opened.**

Financial bids shall be evaluated in following manner and compared with the other bids submitted to determine the lowest bid:

<b>Sr. No.</b>	<b>Description</b>	<b>Unit</b>	<b>No. of Units (sq. ft.) (a)</b>	<b>No. of Months (b)</b>	<b>Unit (sq. ft.) Rate (Rs.) (c)</b>	<b>Total Amount (Rs.) Total = a*b*c</b>
<b>1</b>	Acquiring security protected, insurance covered warehouse of 50,000 sq.ft. on rental basis along with Operation Management	Sq. ft.	<b>50,000</b>	<b>12</b>		
Total Price in figures PKR						
Total Price in words <b>PKR</b>						

# **SECTION - IV: BID FORM & SCHEDULES**

## **A - FINANCIAL FORM & SCHEDULE**

- Form of Bid
- Schedule A to Bid: Schedule of Prices

## **B - TECHNICAL FORMS**

- Schedule B to Bid: Technical Proposal Submission Form
- Schedule C to Bid: Past Performance & Relevant Experience
- Schedule D to Bid: Method of Performing Services
- Schedule E to Bid: Project Team
- Schedule F to Bid: Services to be Performed by Subcontractors
- Schedule G to Bid: Integrity Pact

## **C – STANDARD FORMS**

- Form of Bid Security
- Form of Contract
- Form of Performance Guarantee
- Format of Power of Attorney



**A - FINANCIAL FORM & SCHEDULE**

**FORM OF BID  
(LETTER OF OFFER)**

{Ref Number}  
{Date}

To: The Director General Health Services

Subject: Bid Reference No. \_\_\_\_\_

Dear Sir

We, the undersigned, offer to provide the **Acquiring security protected, insurance covered warehouse on rental basis with storage capacity of 50,000 sq.ft. for storage of Hospital Items (Medical Furniture, Instrument and Equipment) of SHC&MED and its auditable Control for the FY 2023-24 on frame work contract basis** in accordance with your bidding document dated (insert date) and our Technical Proposal. Our attached Financial Proposal is inclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in \_\_\_\_\_ of the Proposal Data Sheet.

We also declare that the Government of Pakistan/ Punjab has not declared us or any Sub- Service Providers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

**SCHEDULE A TO BID - SCHEDULE OF PRICES**

**Sr. No.  
No.**

**Page**

1. Preamble to Schedule of Prices

2. Schedule of Prices

(a) Summary of Bid Prices

(b) Detailed Schedule of Prices

## PREAMBLE TO SCHEDULE OF PRICES

### 1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Contract, together with the Specifications and Maps, if any.
- 1.2 The Contract shall be for the whole of the Services as described in these Bidding Documents. Bids must be for the complete scope of services.

### 2 Description

- 2.1 The general directions and descriptions of services and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

### 3. Rates and Prices

- 1.3 Except as otherwise expressly provided under the Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Service Provider shall be paid and shall be the full inclusive value of the services set forth or implied in the Contract; except for the amounts reimbursable, if any to the Service Provider under the Contract.
- 1.4 Unless otherwise stipulated in the Contract, the rates and prices entered by the Bidder shall not be subject to adjustment during the performance of the Contract.
- 1.5 All duties, taxes and other levies payable by the Service Provider shall be included in the rates and prices.
- 1.6 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Services and no separate payment will be made for those items.
- 1.7 The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices
- 1.8 a) The Bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.  
(b) The Service Provider shall be responsible to make complete arrangements for the transportation of the Plant, Machinery and Equipment to the Site.
- 1.9 The Service Provider shall provide for all parts of the Services to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the services, are not specifically mentioned in the scope of work, such details shall be considered as included in the Contract Price.

### 2 Bid Prices

#### 2.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The Bidder shall recognize such elements of the costs which he expects to incur in the performance of the Services and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

#### 2.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

### 3 Provisional Sums

- 3.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Procuring Agency. The Service Provider will only receive payment in respect of Provisional Sums if he has been instructed by the Procuring Agency to utilize such sums.

#### 4 Invoicing & Payment

**4.1** The Service Provider shall be entitled to be paid the value of the Services executed at monthly intervals. The Service Provider shall submit, each month to the Procuring Agency, an invoice showing the amounts to which he considers himself entitled.

**4.2** The Service Provider's invoice shall be based on the rental for a calendar month. The monthly performance of the Service Provider will be determined by the Procuring Agency in accordance with the performance criteria determined in the Contract. A progress payment report will be issued within one week by the end of proceeding month. Based on this report an invoice shall be issued by the Service Provider and the payment shall be made within 30 days after the submission of the invoice to the Procuring Agency.

#### 5 Instruction for Financial Bids

The Service Provider will follow the undermentioned instructions while filling the bid documents:

The Contract will be "unit price contract" and made for the price in PKR the sum of the amounts are calculated by means of multiplying the amount of each work item as indicated in the list prepared by the Procuring Agency with the unit price quoted by the Service Provider for that work item. The payment for each work performed shall be based on the unit price quoted by the Service Provider in the bid used for the determination of the Contract price.

- (i) The term of the Contract shall be for a period of **12 (extendable to another equal period subject to satisfactory performance) months** (including holidays and weekends) after the commencement date of the start of work. Which will be initiated after work site will be delivered upon signing of work site delivery note.
- (ii) Minimum wage of all employees, as notified by the Government of Punjab, shall be applicable for the period of Contract.
- (iii) Child Labor will not be employed under the Contract, the minimum age as per the Pakistani law is 18 years.
- (iv) All the labor laws including social security and EOBI etc. shall be applicable in the Contract and shall be the responsibility of the Service Provider.
- (v) Pursuant to the laws of Pakistan, all payable taxes and duties required to be paid by the Service Provider are included in the bid price including withholding income tax, sales tax and custom duties etc. Change in amount of taxes by the government shall be adjustable, accordingly.

**B- TECHNICAL FORMS SCHEDULE - B TO BID - TECHNICAL PROPOSAL SUBMISSION FORM**

{Ref Number}

{Date}

To:

Director General Health Services  
Punjab

Subject: Bid Reference No. \_\_\_\_\_ "ACQUIRING SECURITY PROTECTED, INSURANCE COVERED WAREHOUSE OF 100,000 SQ.FT."

Dear Sir

We, the undersigned, offer to provide the ACQUIRING SECURITY PROTECTED, INSURANCE COVERED WAREHOUSE OF 100,000 SQ.FT." in accordance with your bidding document dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations for contract finalization are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract finalization.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date given by the Procuring Agency.

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

(Seal)

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

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

**SCHEDULE C TO BID – PAST PERFORMANCE & RELEVANT EXPERIENCE**

- a) Qualification:** Describe the company’s qualifications, date of incorporation, its leadership, and size in annual business volume, staffing, business lines, locations, recognitions, awards, or capabilities that make the company particularly well qualified to provide requested services. Please attach documentary proof of incorporation and achievements. *(Please limit page count to no more than two pages)*
  
- b) Experience:** Please provide list of warehouse outsourcing projects of healthcare to demonstrate specific experience and ability to provide the required services on a scale or scope comparable to the bidding document. Please provide details including title of project, Procuring Agency name, project period, & value of assignment. *(Please limit page count to no more than two pages)*
  
- c) Past Performance:** From the list of completed projects, provide following details of at least 2 most relevant projects on the following format

<b>Sr. No</b>	
<b>Country:</b> <b>Location within country:</b>	<b>Duration of assignment (months):</b>
<b>Name of Procuring Agency:</b>	<b>Total No of staff-months (by your firm) on the assignment:</b>
<b>Start date (month/year):</b> <b>Completion date (month/year):</b>	<b>Value of consultancy services provided by your firm under the contract (in current PKR ):</b>
<b>Name of associated Consultants, if any:</b>	<b>No of professional staff-months provided by associated Consultants:</b>
<b>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</b>	
<b>Narrative description of Project:</b>	
<b>Description of actual services provided by your staff within the assignment:</b>	

**SCHEDULE D TO BID - METHOD OF PERFORMING SERVICES**

*A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Scope of Work specify training as a specific component of the assignment.*

*{Suggested structure of your Technical Proposal (in FTP format):*

- a) Project Approach and Methodology*
- b) Implementation Plan*
- c) Quality Control Plan*

- a. Project Approach:** Please describe the proposed overall approach to delivering warehousing services at the level sought after in this engagement. Provide critical issues and resources committed to this project. *(Please limit page count to no more than 5 pages)*
- b. Implementation Plan:** Provide the implementation strategy and plan after acceptance of assignment. Identify the time frame, schedules and critical path for completion of the engagement. Describe the roles and responsibilities of the parties during the implementation stage. *(Please limit page count to no more than 2 pages)*
- c. Quality Control Plan:** Provide a description of measures to be adopted to ensure quality of services delivered. Please include detail of available resources necessary to support this plan. *(Please limit page count to no more than 1 page)*

**SCHEDULE E TO BID – PROJECT TEAM**

a. **Organization and Staffing:** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.} The Execution Schedule and human resource allocation including:

- I. Detailed Activity Schedule (Preferable prepared in MS Project as Gantt Chart) including procurement and human resource allocation
- II. Organizational structure at supervisory and arrangements to handle contractual obligations with Employer’s representatives
- III. Role and Responsibility of Project Team i.e. JDs of the Core

**b) Curriculum Vitae (CV) for Proposed Professional Staff**

- 1) **Proposed Position** [only one candidate shall be nominated for each position]:
- 2) **Name of Firm** [Insert name of firm proposing the staff]:
- 3) **Name of Staff** [Insert full name]:
- 4) **Date of Birth: Nationality:**
- 5) **CNIC No (if Pakistani): or Passport No:**
- 6) **Education:**

Degree	Major/Minor	Institute	Date (MM/YYYY)

- 7) **Membership of Professional Associations:**
- 8) **Other Training** [Indicate significant training since degrees under 6 - Education were obtained]:
- 9) **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing
- 10) **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

Procuring Agency	Position	From (MM/YYYY)	To (MM/YYYY)

**11 Detailed Tasks Assigned as per Component of Evaluation**

[List all tasks to be performed under this assignment with separate heading]



**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned as per evaluation criteria**

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

- a. Name of assignment or project:  
Year:  
Location:  
Procuring Agency:  
Main project features  
Positions held:  
Activities performed:
- a. Name of assignment or project:  
Year:  
Location:  
Procuring Agency:  
Main project features:  
Positions held:  
Activities performed:
- b. Name of assignment or project:  
Year:  
Location:  
Procuring Agency:  
Main project features:  
Positions held:  
Activities performed:

[Unroll the project details group and continue numbering (4, 5, ...) as many times as is required]

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Day/Month/Year Full name of authorized representative:

## SCHEDULE – F: TO BID - SERVICES TO BE PERFORMED BY SUBCONTRACTORS

The Bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of services to be Sub – Contracted	Name and address of Sub - Contractors	Statement of similar services previously executed (Attach Evidence)

**Note:**

1. Service Provider may subcontract up to 30% of total services which are covered under the bid, subject to the written approval of the Procuring Agency.
2. No change of Sub-Contractors shall be made by the Bidder without prior approval of the Procuring Agency.
3. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the Bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of SubContractors submitted by the Bidder.
4. Statement of similar services shall include description, location & value of service, year completed and name & address of the Procuring Agency's
5. The Service Provider shall be responsible for all actions, performances, works or services carried out by the sub-contractor(s).
6. Any liability arising out of the performance of the sub-contractor shall be deemed as liability of the Service Provider

**SCHEDULE G TO BID - INTEGRITY PACT**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & SERVICES IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... [Name of Supplier] 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 (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all Contracts and arrangements with all persons in respect of or related to the transaction with GoPb and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] 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 rights and remedies available to GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 GoPb.

Name of Procuring Agency: .....

..... Name of Service Provider:

Signature: .....

... Signature: .....

[Seal]

[Seal]

**C- STANDARD FORMS**  
**FORM OF BID SECURITY**

(Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Service Provider) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

(1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;

(2) that in the event of;

- (a) the Principal withdraws his Bid during the period of validity of Bid, or
- (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or (c) failure of the successful bidder to
  - (i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or
  - (ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

then the entire sum be paid immediately to the said Procuring Agency as liquidated damages and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Agency in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**Guarantor (Bank)**

Signature  
Name  
Title

**Corporate Secretary (Seal)**

Witness:

1.

Corporate Guarantor (Seal)

2.

(Name, Title & Address)

**FORM OF CONTRACT**

THIS CONTRACT made on the \_\_\_\_ day of \_\_\_\_\_(month) 20\_\_\_\_ between \_\_\_\_\_ (hereafter called the "Procuring Agency") of the one part and \_\_\_\_\_ (hereafter called the "Service Provider") of the other part.

WHEREAS the Employer is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Service Provider and has accepted a Bid by the Service Provider for the execution and completion of such Works and the remedying of any defects therein.

NOW this Contract witnessed as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporation addenda, if any except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:
  - (a) The Contract
  - (b) The Letter of Acceptance
  - (c) The completed Form of Bid
  - (d) The Preamble to Conditions of Contract
  - (e) The General Conditions of Contract
  - (f) The Special Conditions of Contract
  - (g) Schedule of Prices (h) Scope of Work
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Service Provider, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Service Provider  
(Seal)

Signature of the Procuring Agency  
(Seal)

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address: \_\_\_\_\_ Name of Principal (Service Provider) with address: \_\_\_\_\_

\_\_\_\_\_ Penal Sum of Security (express in words and figures) \_\_\_\_\_

\_\_\_\_\_ Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 30, Defects after Taking Over, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body

\_\_\_\_\_  
Guarantor

(Bank) Witness:  
1. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Corporate Secretary (Seal)

\_\_\_\_\_  
Title

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address  
(Seal)

\_\_\_\_\_  
Corporate Guarantor



**FORMAT OF POWER OF ATTORNEY**

**POWER OF ATTORNEY**

**(On Stamp Paper of relevant value)**

Know all men by these presents, We (name of the company/entity and address of the registered office) intends to submit bid for the "ACQUIRING SECURITY PROTECTED,INSURANCE COVERED WAREHOUSE OF 100,000 SQ.FT." and do hereby appoint and authorize Mr. (full name and residential address) (vide authorization by the board/approving body of the company/entity dated \_\_\_\_ ) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal in response to the above referred tenders invited by the **Director General Health Services Primary & Secondary Healthcare Department** including signing and submission of all documents and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

## PART – II CONTRACT

### FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Agency and related parties] (hereinafter called the “Procuring Agency”) and administrative head of hospitals [name of Hospital MS and related parties] , on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[**Note:** In the text below text in brackets is optional; all notes should be deleted in final text. if the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Agency for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

#### WHEREAS

- (a) the Procuring Agency has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Procuring Agency that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract for amount of.....;
- (c) the Procuring Agency has received budget from the Government of Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments, if any, under the contract.

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) the Letter of Acceptance;
- (b) the Special Conditions of Contract;
- (c) the General Conditions of Contract;
- (d) the Scope of Services;
- (e) Performance Specifications and Drawings;
- (f) Annexures; and
- (g) the Service Provider’s Proposal.

2. The mutual rights and obligations of the Procuring Agency and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract;
- and (b) the Procuring Agency shall make payments, if any, to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS, WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Procuring Agency]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

[**Note:** If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

## SECTION A: GENERAL CONDITIONS OF CONTRACT (GCC)

### 1.1 Definitions

#### 1. General Provisions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Arbitrator is the person appointed jointly by the Procuring Agency and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- e) "Defect" means an error or flaw in the process affecting performance and potentially causing harm, a shortcoming that may lead to damage or critically altering the construction of goods, materials and rendering of services leading to their obliteration.
- f) "Procuring Agency" means *Primary and Secondary Healthcare Department, Government of Punjab 1-Bird Wood Road Lahore*
- g) "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;
- h) "GCC" means these General Conditions of Contract;
- i) "Government" means the Government of the Punjab;
- j) "Local Currency" means Pak Rupee (PKR);  
"Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the Special Conditions to act on their behalf in exercising all the Service Provider's rights and obligations towards the Procuring Agency under this Contract;
- k) "Party" means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them;
- l) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- m) "Service Provider" is a person or corporate body whose Proposal to provide the Services has been accepted by the Procuring Agency;
- n) "Service Provider's Proposal" means the completed Proposal document submitted by the Service Provider to the Procuring Agency
- o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- p) "Specifications" means the specifications of the service included in the Proposal document submitted by the Service Provider to the Procuring Agency
- q) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Section C – Scope of services, Proposal document and attached Annexure  
"Subcontractor" means any entity to which the Service Provider

subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

## **1.2. Applicable Law**

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

## **1.3. Language**

This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.4. Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

## **1.5. Location**

The Services shall be performed at such locations as are specified in Section C – Scope of services and/or Appendix D, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Procuring Agency may approve.

## **1.6. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Service Provider may be taken or executed by the officials **specified in the SCC**.

## **1.7. Inspection and Audit by the Procuring**

The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required.

## **1.8. Taxes and Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law

## **2. Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

### **2.2 Commencement of Services**

#### **2.2.1 Work Program**

Before commencement of the Services, the Service Provider shall submit to the Procuring Agency for approval a Work Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Work Program as updated.

#### **2.2.2 Starting Date**

The Service Provider shall start carrying out the Services Seven (07) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

### **2.3 Intended Completion Date**

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

### **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties.

#### **2.5.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the

terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

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

## **2.6 Termination**

### **2.6.1 By the Procuring Agency**

The Procuring Agency may terminate this Contract, by not less than thirty (30) days" written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.6.1:

- a. if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing;
- b. if the Service Provider become insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less twenty-one (21) days; or
- d. If the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this sub-clause, the terms set forth constitute corrupt or fraudulent activity:
- e. The procuring agency reserves the right to terminate the contract without assigning any reason
  - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Service Provider or Service Provider in the procurement process or in contract execution to the detriment of the Procuring Agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practices" is an arrangement among Service Providers (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels for any wrongful gain, and to deprive the Procuring Agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
  - iv. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;

- v. "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights.

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Procuring Agency, such notice to be given

**3.2.3 Prohibition of Conflicting Activities**

after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

1. if the Procuring Agency fails to pay any monies due to the Service Provider within agreed timeline pursuant to this Contract, and not subject to dispute pursuant to Clause 7, the Service Provider shall issue first notice that such payment is overdue. After forty-five (45) days of giving written first notice, if the Procuring Agency still fails to pay, Service Provider shall issue second written notice. After fifteen (15) days of no response on second notice, Service Provider may give thirty (30) days termination notice; or
2. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than twenty-one (21) days with mutual consultation with Procuring Agency

### **2.6.3 Suspension of Payment**

If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Clause 6 the Service Provider may issue a notice as per sub-clause 2.6.2.

## **3.1 General**

### **3. Obligations of the Service Provider**

The Service Provider shall perform the Services in accordance with the Specifications and Scope, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Subcontractors or third parties.

### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

#### **3.2 Conflict of Interests**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.2.2 Service Provider And Affiliates Not be Otherwise Interested in Project**

The Service Provider agree that, during the term of this Contract and to after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to Service Provider to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be **specified in the SCC.**

### 3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Agency's business or operations without the prior written consent of the Procuring Agency.

### 3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors", as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 3.5 Service Provider's Actions Requiring Procuring Agency's Prior Approval

The Service Provider shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Scope ("Key Personnel"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

### 3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Agency the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.

### 3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Agency

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with SubClause 3.6 shall become and remain the property of the Procuring Agency, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Agency, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

#### 3.8 Liquidated Damages

### 3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Agency at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Providers liabilities.

### 3.8.2 Correction for Overpayment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on that sum, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.

### 3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

### 3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Agency no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall



be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

#### 4.1 Description of Personnel

#### 4.2 Removal and/or Replacement of Personnel

#### 4. Service Provider's Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Scope of services.

- (a) If the Procuring Agency finds that any of the Personnel have
- (i) committed serious misconduct or have been charged with having committed a criminal action, or
  - (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.
- (b) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### 5.1 Assistance and Exemptions

#### 5. Obligations of the Procuring Agency

The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

#### 5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

#### 5.3 Services and Facilities

The Procuring Agency shall make available to the Service Provider the Services and Facilities listed under Section – C, Scope of Services. Provision of site free from all encumbrances for construction activity shall be the responsibility of the Procuring Agency, failure to provide a clearsite is a compensation event

#### 6.1 Lump-Sum Remuneration

#### 6. Payments to the Service Provider

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Section C and scope of services of Proposal document. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

#### 6.2 Contract Price

(a) The price payable in Pak Rupees (PKR) is set **forth in SCC**.

(b) The price payable in foreign currency is set **forth in the SCC**.

#### 6.3 Payment for Additional Services

6.3.1 For the purpose of determining the price for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the price is to be provided in Appendix C.

#### 7.1 Identifying Defects

#### 7. Quality Control

The principle and modalities of Inspection of the Services by the Procuring Agency shall be as **indicated in the SCC and scope of services**. The Procuring Agency shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. The building defects liability period is 12 months, starting from date mentioned on

"Completion Certificate"

## 7.2 Correction of Deficiencies, and Non-Performance Penalty

- a) The Procuring Agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.
- b) Every time notice of Deficiency is given, the Service Provider shall correct the notified Deficiency within the length of time specified by the Procuring Agency's notice.
- c) If the Service Provider has not corrected a Deficiency within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Deficiency corrected, the Service Provider will pay this amount, and a Penalty for Non- Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

**8.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation through negotiations in case of a dispute as a first step. Each Party shall identify an officer who shall try to resolve the dispute for a period not exceeding 10 days. In case of a failure, the matter shall be referred to the arbitration.

## 8.2 Dispute Settlement

8.2.1 If any dispute arises between the Procuring Agency and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter if not resolved through negotiations as mentioned in 8.1 above, shall be referred to the Arbitrator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Arbitrator shall give a decision in writing within 28 days of receipt of a notification of a dispute. However, the proceedings of arbitration shall be undertaken as per Arbitration Act of 1940.

8.2.3 Should the Arbitrator resign or die, or should the Procuring Agency and the Service Provider agree that the Arbitrator is not functioning in accordance with the provisions of the Contract, a new Arbitrator will be jointly appointed by the Procuring Agency and the Service Provider

## SECTION B. SPECIAL CONDITIONS OF CONTRACT

### Number of GC Clause

### Supplements to, Clauses in the General Conditions of Contract

- 1.1 The Adjudicator is: To be mutually decided in accordance with Arbitration Act of 1940.
- 1.2 The contract name is: **“Acquiring security protected, insurance covered warehouse on rental basis with storage capacity of 50,000 sq.ft. for storage of Hospital Items (Medical Furniture, Instrument and Equipment) of SHC&MED and its auditable Control for the FY 2023-24 on frame work contract basis.**
- 1.3 The Procuring Agency is: Director General Health Services, Punjab
- 1.4 The Applicable Law is: **Laws of Islamic Republic of Pakistan**
- 1.5 The language is: **English**
- 1.6 The addresses are:  
**Procuring Agency:**  
*Director General health Services Punjab*  
*24-cooper road Lahore*
- 1.5 The Authorized Representatives are:  
**For the Procuring Agency:**  
Name:  
Designation: *Director Purchase/Pharmacy DGHS, Punjab*  
Email:

**For the Service Provider:**

Name:  
Designation:  
Tel:  
Email:

**Number of GC Clause**

**Supplements to, Clauses in the General Conditions of Contract**

- 2.1** The date on which this Contract shall come into effect is \_\_\_\_\_.
- 2.2.2** The Starting Date for the commencement of Services is \_\_\_\_\_
- 2.3** The Intended Completion Date is: **12 months from the start date (extendable to another equal period subject to satisfactory performance)**
- 3.4** The risks and coverage by insurance shall be:  
(i) Third Party motor vehicle  
(ii) Third Party liability  
(iii) Procuring Agency's liability and workers' compensation  
(iv) Professional liability  
(v) Loss or damage to equipment and property
- 3.8.1** The liquidated damages rate is **0.1%** per day (in case of failure to start/provide the services)  
The maximum amount of liquidated damages for the whole contract is **equivalent to contract amount**
- 6.6.2(a)** The amount in Pak Rupees is:
- 6.5** Payment shall be made within \_\_\_\_\_ days of receipt of the invoice and the relevant

documents

**PART – III SCOPE OF WORK**

**BACKGROUND:**

Director General Health Services, Primary & Secondary Healthcare Department (the Procuring Agency) seeks proposals from Companies / Firms / JVs / Associations duly registered under the laws of Pakistan (Warehousing Agents) to provide **Acquiring security protected, insurance covered warehouse on rental basis with storage capacity of 50,000 sq.ft. for storage of Hospital Items (Medical Furniture, Instrument and Equipment) of SHC&MED and its auditable Control for the FY 2023-24 on frame work contract basis.**

The Procuring Agency delivers quality healthcare services to the community through an efficient and effective service delivery system that is accessible, equitable, culturally acceptable, affordable and sustainable. The Procuring Agency aims to improve the health and quality of life of all, particularly women and children, through access to essential health services and strives to reform and strengthen the critical aspects of the health systems and enable it to:

- Provide and deliver a basic package of quality essential health care services
- Develop and manage competent and committed health care providers
- Generate reliable health information to manage and evaluate health services
- Adopt appropriate health technology to deliver quality services
- Finance the costs of providing basic health care to all
- Reform the health administration to make it accountable to the public

Procuring Agency is the key department entrusted by the people of Punjab with the fundamental responsibility for the health of communities and the entire population. The Procuring Agency is committed to deliver primitive, preventive as well as curative health care services of Primary Health Care level to Secondary Health Care level.

Free of cost consultation, diagnostic facilities and medicines are provided to the patients particularly focusing on the poor and marginalized segments of the society. The Procuring Agency also control/manage different programs like:

- Hepatitis Control Program
- Aids Control Program
- Expanded Program for Immunization
- TB Control Program
- IRMNCH
- Malaria Control Program
- Infection Control Program
- Punjab Health Facilities Management Company (PHFMC)
- Specialized Healthcare & Medical Education Department
- Any other program / department

Besides measures to prevent, treat and control other communicable diseases and Epidemics / Disasters, these vaccines are provided through Expanded Program on Immunization (EPI) for children under 2 years and pregnant ladies. Health Department is producing its own trained and qualified Human Resource keeping the HR development needs and requirements of Health Care Infrastructure in mind.

**Scope of Work:**

The Procuring Agency through this terms of reference requires fully equipped warehousing facility **Acquiring security protected, insurance covered warehouse on rental basis with storage capacity of 50,000 sq.ft. for storage of Hospital Items (Medical Furniture, Instrument and Equipment) of SHC&MED and its auditable Control for the FY 2023-24 on frame work contract basis.** for its smooth operations for the Procuring Agency to ensure the Good Storage Practices (GSP) for storage of life saving drugs / medicines. This would include, but not limited to, the following:

- Sufficient security arrangements;
- warranty management;
- insurance of the goods stored;
- inventory management through software allowing online access to the Procuring Agency;
- loading/ unloading services;
- coordinating delivery schedule with the Procuring Agency; and
- all other services necessary to perform warehousing and delivery services.
- The operational services shall remain available 24/7 throughout the contract period **(i.e., One Year extendable to equal period subject to the satisfactory performance)**. Though, the operating times can be finalized upon consent on both parties.

The Service Provider shall provide necessary warehousing requirements as agreed in the Contract. Any equipment, installation, documentation and other labor not specified herein but required for a complete warehousing solution shall be considered as part of this specification.

**1. Warehousing Space:**

- a) Service Provider shall provide minimum of 50,000 square feet warehousing space for 12 months as per the contract terms during the currency of the contract.
- b) The Procuring Agency shall serve notice of 30 days to Service Provider prior to hiring/ vacation of any additional space requisitioned under this contract.
- c) The warehousing space so committed to provide shall be solely dedicated to the Procuring Agency and not to be shared with any other client of the Service Provider
- d) The Service Provider shall also ensure insurance of the premises.
- e) Warehouse shall be clean, dry, dust free and provided with the following minimum requirements:
  - i) fire alarm with adequate trainings imparted to the staff,
  - ii) monitored burglar alarm linked with security agencies,
  - iii) Adequate Power Backup (Generators etc.)
  - v) CCTV camera surveillance system, as approved by the Procuring Agency, along with back-up of 15 days (minimum) and live feed to procuring agency representatives (min. 05)
  - vi) Climate/temperature controlled area for sensitive items as per manufacturer/ vendor's requirement and required under relevant laws of Pakistan.
  - vii) Appointment of a dedicated Project Manager who shall at all-time maintain a liaison with the Procuring Agency.

- F) **Service Provider shall implement full services within 15 days of date of award.**
- G) Service Provider shall be responsible for building maintenance, provide utilities for water, gas and electricity during the contract term. Service Provider shall also be responsible for all required warehouse equipment in space (forklifts/pallet lifter, material handling equipment, etc.). Phone service and internet access will also be the responsibility of Service Provider.
- H) Service Provider shall obtain all necessary licenses, fees and/or permits required to perform this work under relevant laws of Pakistan. Service Provider shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. Service Provider shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employee's fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the applicable laws.
- I) The Service Provider shall indemnify the Procuring Agency against any claims, suits or any other legal proceeding arising out of third party contracts made by the Service Provider.
- J) After initial inspection of all the items, if any defect is found then the Service Provider shall be responsible for damages and pay penalties to the Procuring Agency equivalent to the full cost of the item so damaged.

## **2. Warehousing Management:**

- a) The Service Provider shall assign a project manager who will be responsible for the following:
  - i. Attend joint planning meetings with the Procuring Agency, its representatives and Service Provider for the purpose of planning the installation of the Systems and associated equipment;
  - ii. Provide day to day project administration;
  - iii. Supervise work crews on daily basis;
  - iv. Coordinate work with sub-contractors, if any;
  - v. Coordinate work with the supplier/ manufacturer;
  - vi. Perform a quality audit of work performed;
  - vii. Attend regular Vendor/Service Provider meetings;
  - viii. Assure that work crews are properly trained and provided with necessary tools and materials;
  - ix. Assure that work crews are in compliance with job-site work rules, safety requirements and standard operating procedures;
  - x. Completing work in accordance with the project schedule
  - xi. Coordinate equipment/ goods delivery and installation with relevant parties.
  - xii. Issuing deliverables.
- b) Service Provider's employees and sub-contractors shall not smoke anywhere in the warehouse at any time. Smoking is strictly prohibited and meticulous compliance with this shall be ensured by the Service Provider.
- c) Suitable office space for Procuring Agency shall be provided at warehouse location for at least two (2) employees, if required. The Procuring Agency's on-site representative(s) will serve as the interface between Service Provider and all stakeholders in the warehousing process. The Service Provider shall facilitate the Procuring Agency's representative in conducting performance checks.

## **3. Warehousing Operations:**

- a. Service Provider shall be responsible for inventory management including but not limited to the following:
  - i. Provide web-based inventory control system database that keeps exact locations of all items, utilizing barcode and/or RFID (Radio Frequency Identification) technology.
  - ii. Complete details of stocked inventory, issued inventory, inbound inventory will be available online in real time.
  - iii. Scanning bar-coded items / data entry for point of sale and other material at warehouse.
  - iv. Delivery Orders to be issued Online or through Email
  - v. On delivery order from Procuring Agency, requested items will be dispatched from the warehouse.
  - vi. The Procuring Agency will have the access to track and trace delivery orders.
  - vii. Stock in hand/ Re-order level Report shall be made available online.
  - viii. Details of delivery order and delivery confirmation of approved delivery orders should be accessible to Procuring Agency.

- ix. All inventory would be required to stock in warehouse in designated area, with batch and expiration date pasted on the item.
- x. Data Uploading Facility of the Procuring Agency shall give prior knowledge about inbound stock.
- xi. To provide customized storage racks/pallets for the specific needs of inventory and warehouse (if required)
- b. To conduct scheduled scrutiny and stock take of all items daily.
- c. Providing janitorial services necessary to maintain the warehouse shall also be the responsibility of the Service Provider
- d. The Service Provider shall be responsible for cleanup and debris removal created by warehousing process.
- e. The Procuring Agency shall carry out technical administration of the contract, communication, coordination and for gauging and determining the adequacy of the Service Provider's performance. Service Provider shall provide unhindered access to the Procuring Agency and its representatives to premises, inventory and other related record on a 30-minute prior notice.

#### **4. Goods Receiving Requirements**

- a. Service Provider shall be responsible for receiving, warehousing of all items delivered to the warehouse. The Service Provider shall also provide adequate space, utilities and other specifications for the purpose of storage, assembly and inspections by Procuring Agency and/or manufacturer.
- b. The Service Provider shall provide ample warehousing space based upon manufacturer's / vendor's requirements and to provide customized storage racks for the specific needs of inventory and warehouse (if required). Strict adherence to manufacturer specifications shall be ensured by the Service Provider.
- c. The Service Provider shall keep following record for inbound stock:
  - o Copy of the Purchase Order for specific manufacture,
  - o Copy of Bill of Lading (if any),
  - o Copy of Packing lists,
  - o Copy of Receiving Report and exceptions report for specific deliveries.
  - o Delivery Challans
  - o Inspection Reports/Notes
  - o Test/Analysis Reports issued by various Labs.
  - o Warranties Provided under relevant applicable laws
  - o Any other Document required under laws of Pakistan
- e) Upon receipt of delivery, Service Provider shall be responsible for visibly inspecting all items, stock count and matches with bill, noting any discrepancies with driver/dispatcher and obtain driver/ dispatcher signature. Service Provider shall also compare packing slip and match description to goods received. Any discrepancies, partial shipments etc. shall be noted and provided to Procuring Agency to coordinate with appropriate parties for resolution
- e. Service Provider shall provide receiving report for each delivery compared against purchase order. This report to be maintained with correlating purchase order, bill of lading, packing slips, and storage location.

#### **5. Delivery Arrangements:**

**Not being a primary requirement of the subject tender, optional bids are invited for the delivery of goods under the following conditions:**

- a. Service Provider shall coordinate in advance the use of dock, elevators, storage areas, etc. needed for delivery.
- b. As per agreed delivery schedule, Service Provider shall deliver items to designated locations within 24 hours of instruction by the Procuring Agency.
- c. As soon as the Service Provider agree delivery schedule with the concerned person at the designated delivery location, it shall notify the Procuring Agency about the consignment.
- d. Service Provider shall be responsible for packaging and safe delivery of outbound goods and shall ensure safe delivery of items at the designated location.
- e. Procuring Agency shall obtain receiving of authorized person of the delivered goods and document properly.
- f. Protection of materials and equipment prior to delivery and or equipment assembly shall be the Service Provider's responsibility.

- g. Financial calculations are required by the Service Provider, elaborating the fixed and variable costs for the delivery locations. (Annexure: A)

#### **6. Warranty Management Arrangements:**

Service Provider shall be responsible for rendering absolute warranties of all the items to the Procuring Agency as required under relevant Laws of Pakistan. The Service Provider shall perform following tasks at the minimum:

- a. Part identification and defect analysis
- a) Reporting of claim to vendor
- b) Notification of incident that caused damage to the manufacturer and Procuring agency
- c) Adopting and communicating measures for incident remediation.

Warranty management will be done as per the under Drugs Act 1976/DRAP Act 2012 & Rules framed thereunder provided to the Service Provider at the time of purchase.

#### **7. Security**

- a. Service provider shall ensure a strong and continuous chain of custody.
- b. The Service Provider shall be responsible for security of all items in warehouse until items are delivered and final signoff achieved.
- c. Service Provider shall provide 24/7 breach-proof electronic surveillance and monitoring system to prevent and thwart any loss of property from fire, theft and loss.
- d. The Service Provider shall ensure appropriate temperature level as per manufacturer recommendations.
- e. All the spaces should be covered with CCTV monitoring for 24/7.
- f. Warehouse and management thereof shall comply with all safety and quality codes.
- g. Service provider shall establish a strong liaison with the law enforcement agencies in case of security threats

- 8. **Duration** The duration of the contract will be **12 months from the date of award of the Contract (Extendable for another equal period subject to satisfactory performance)**. The Procuring Agency and awarded Service Provider may, by mutual and written Contract, extend the Contract for up to one additional year.

- 9. **Deliverables** Weekly and Monthly status report for the commodities in the warehouse to the Procuring

Agency detailing stock in hand by product and batch number at the beginning of the month, stock issued and received during the month, ending balance for the month, number of deliveries received that month, and number of orders packed and tendered that month.

- a. Signed receiving reports for all inbound deliveries noting quantities received and any damages, losses, or discrepancies.
- b. Copies of all signed issue vouchers for shipments packed and tendered during the month.
- c. Copies of any insurance claim filed on behalf of the Procuring Agency for products lost or stolen from the warehouse.
- d. Copy of a valid insurance certificate(s); which must also include fidelity and all risk insurance including but not limited to collusion, theft, robbery, acts of terrorism, vandalism and arson covering goods in the warehouse. e. Value of stock at the beginning of every month.
- f. Value of stock at the closing of every month.
- g. Procuring Agency may request an inventory audit or need to be in attendance for monthly inventory.
- h. Any other report as and when required.

## Schedule G

### Schedule of requirement

Sr#	Type of Requirement	Description
1	Basic Requirements (mandatory)	Storage Space, Electricity, Electricity back up with per Unit Rate/without backup, Telephone and internet facility, Security protection, janitorial services, 24/7 CCTV surveillance with online backup, Insurance cover
2	Requirements to support in execution of services (Operation and Management Services through HR) (mandatory)	Operation and management services through HR 1.Warehouse Manager-01(Minimum 05-year experience) 2.Computer operators- Minimum 01 3.Lift jack/MHE operator- Minimum 03 4.Support staff- Minimum 05