

**Request for Proposal**

For

**OPERATION & MANAGEMENT OF MOBILE  
WORKSHOP VEHICLES OF BERC I.E. BIOMEDICAL  
EQUIPMENT RESOURCE CENTER**



Primary & Secondary  
**Healthcare Department**

**January 2019**

**PROJECT MANAGEMENT UNIT P&SHD**

**DISCLAIMER**

The Procuring Agency has prepared this Request for Proposal (RFP) Document to provide information regarding the RFP for Operation & Management of Mobile Workshops vehicles of BERC working under the administrative control of P&SHD. Maximum efforts have been made to incorporate available information relevant to the assignment but however; this RFP Document does not claim to contain all the information related to this assignment. The Procuring Agency does not make any representations or warranties, express or implied as to the adequacy, accuracy, completeness or reasonability of the information contained in this RFP Document. Base no decision solely on the information provided in this RFP Document. The Procuring Agency has no liability for any statements, opinions, information provided in this memorandum. The Procuring Agency shall have no liability for any statements, opinions, information or matters (expressed or implied) arising out of, contained in or derived from, or for any omission in, this RFP Document. Furthermore, The Procuring Agency will not be liable for any written or oral communication transmitted to third parties in relation to this RFP Document.

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## Table of Contents

<b>SECTION 1: Letter of Invitation .....</b>	<b>4</b>
<b>SECTION 2: Instructions to Supplier/service providers .....</b>	<b>5</b>
<b>DATA SHEET .....</b>	<b>15</b>
<b>SECTION -3 Technical Proposal Standard Forms .....</b>	<b>19</b>
<b>FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM.....</b>	<b>19</b>
<b>FORM TECH-2 SUPPLIER/SERVICE PROVIDER’S ORGANISATION AND EXPERIENCE 20</b>	
<b>FORM TECH-3 COMMENTS AND SUGGESTIONS ON TERMS OF REFERENCE ....</b>	<b>21</b>
<b>FORM TECH-4 DESCRIPTION OF APPROACH AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT .....</b>	<b>23</b>
<b>FORM TECH-5 COMPOSITION OF PROFESSIONAL TEAM ETC .....</b>	<b>23</b>
<b>FORM TECH-6 CURRICULAM VITAE .....</b>	<b>24</b>
<b>FORM TECH-7 PROFESSIONAL STAFF &amp; SECHEDULE .....</b>	<b>26</b>
<b>FORM TECH-8 WORK PLAN.....</b>	<b>27</b>
<b>SECTION-4 : Financial Proposal- Standard Forms .....</b>	<b>28</b>
<b>FIN-1-Financial Proposal Submission Form .....</b>	<b>28</b>
<b>FIN-2-Summary of Financial Costs .....</b>	<b>29</b>
<b>SECTION-5 : Terms of Reference.....</b>	<b>33</b>
<b>SECTION-6 : APPENDICES.....</b>	<b>38</b>
<b>Section-7: General Provision .....</b>	<b>40</b>

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## SECTION 1: Letter of Invitation

**Subject: Letter of Invitation for:  
Request for proposal for Operations & Maintenance of Mobile Workshop Vehicles of Biomedical Equipment Resource Center P& SHD**

Dear Sir/Madam,

1. The Procuring Agency is required to carry out Services as mentioned in Section 5- Terms of Reference
2. This Request for Proposal (RFP) is being issued to all the interested firms, details of which are as under @ 5000/- duly to be paid in the office of the undersigned to defray the cost of printing etc:
3. The supplier/service provider will be selected under Punjab Procurement Rules 2014, and "Single Stage Two Envelope Bidding Procedure" described in this RFP, in accordance with the Punjab Procurements Rules 2014.
4. Following must be included and followed for submission for proposal:
  1. Section 1: Letter of Invitation
  2. Section 2: Instruction to supplier/service providers
  3. Section 3: Technical Proposals Standard Forms
  4. Section 4: Financial Proposals Standard Forms
  5. Section 5: Terms of Reference (TOR)
  6. Section 6: Appendices
4. For any additional information you may wish to obtain, please write to the Project Director PMU P&SHD, The Procuring Agency "the Employer". The Employer endeavour to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

The Employer's representative is:

**Procurement Specialist  
Program Management Unit  
P & SHD**

5. Single set of "Technical Proposal" & one set of "Financial Proposal" on the prescribed forms given in the RFP, separately sealed, signed & stamped,, which are enclosed in single sealed envelope must be delivered to the address given below by no later **than February 19<sup>th</sup>, 2019 Till 03:00 PM (Pakistan Standard Time)**. Technical Proposal will be opened on the same day at **03:30 PM** in the presence of the representatives of the firms who may wish to attend. A pre-bid meeting will be held on February 07<sup>th</sup>, 2019 at 11:00 AM in the committee room of PMU P&SHD under the convenorship of Head of Procurement Committee.
6. The proposal will be evaluated on the basis of **least cost basis of technically responsive bidders**.
7. The Client may reject all proposals at any time prior to the acceptance of a proposal as per Punjab Procurement Rule 2014.

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## SECTION 2: Instructions to Supplier/service providers

### Definitions

- (a) "Agreement" means the Agreement signed by the Parties and all the attached documents.
- (b) "Client" means the organization with which the selected supplier/service provider signs the Agreement for the captioned Services.
- (c) "Supplier/service provider" means any entity or person that may provide or provides the Services to the Client under the Agreement.
- (d) "Data Sheet" means such part of the Instructions to supplier/service providers used to reflect specific conditions.
- (e) "Day" means calendar day.
- (f) "Government" means the Government of the Punjab and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.
- (g) "Instructions to supplier/service providers" means the document, which provides shortlisted supplier/service providers with all information needed to prepare their Proposals.
- (h) "LOI" means the Letter of Invitation included in the RFP as Section 1 to be sent by the Client to the shortlisted Supplier/service providers.
- (i) "Personnel" means professionals and support staff provided by the supplier/service providers or by any Sub-supplier/service providers and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (j) "Proposal" means the Technical Proposal and the Financial Proposal.
- (k) "RFP" means the Request for Proposal to be prepared by the Client for the selection of supplier/service providers, based on the Standard RFP.
- (l) "Services" means the work to be performed by the supplier/service provider pursuant to the Agreement.
- (m) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (n) "Sub-supplier/service provider" means any person or entity with which the Supplier/service provider would sub-let any part of the Services.
- (o) "Terms of Reference" (TOR) means the document included in the RFP as Annex which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Supplier/service provider, and expected results and deliverables of the assignment.

### 1. Introduction

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- 1.1. The Client named in the Data Sheet will select a firm/organization (the supplier/service provider) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2. The shortlisted prospective supplier/service providers are invited to submit a Technical Proposal and a Financial Proposal for supplying services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes.
- 1.3. Supplier/service providers should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, supplier/service providers are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Supplier/service providers should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Supplier/service providers should ensure these officials are informed well ahead of time in case they wish to visit the Client.
- 1.4. The Client will timely provide at no cost to the Supplier/service providers the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5. Supplier/service providers shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement Award, without thereby incurring any liability to the Supplier/service providers.
- 1.6. The supplier/service providers will provide all the items that the subject supplier/service provider is pre-qualified in and no omission and addition in the respective lot shall be permitted at any stage however in case an item has not been quoted by any respective supplier/service provider at the stage of prequalification will be addressed by following RFP by carrying forward the same to the next relevant lot to avoid item omission at any stage.

### **Conflict of Interest**

- 1.7. Government of Punjab policy requires that supplier/service providers provide professional, objective oriented, and impartial rendering of services and at all times that hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.8. Without limitation on the generality of the foregoing, supplier/service providers, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

#### **Conflicting Relationships**

- (i) A supplier/service provider (including its Personnel and Sub-Supplier/service provider) that has a business or family relationship with a member of the

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Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government of Punjab throughout the selection process and the execution of the Agreement.

1.8.1. Supplier/service provider have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the supplier/service provider or the termination of its Agreement.

1.8.2. No Company or current employees of the Client shall work as supplier/service provider's personnel under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the supplier/service provider nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or its' Client confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the supplier/service provider as part of his Technical Proposal.

#### **Unfair Advantage**

1.8.3. If a shortlisted supplier/service provider could derive a competitive advantage from having provided services related to the assignment in question, the Client shall make available to all shortlisted supplier/service providers together with this RFP all information that would in that respect give such supplier/service provider any competitive advantage over other competing supplier/service providers.

#### **Fraud and Corruption**

1.9. The Government of Punjab requires supplier/service providers participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the Government of Punjab:

- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
  - i. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a agreement;
  - ii. "collusive practices" means a scheme or arrangement between two or more supplier/service providers with or without the knowledge of the Client, designed to establish prices at artificial, non- competitive levels;
  - iii. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a agreement.

- b) Will reject a proposal for award if it determines that the supplier/service provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
- c) Will sanction a supplier/service provider, including declaring the supplier/service provider ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Punjab agreement if at any time it determines that the supplier/service provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Punjab agreement; and
- d) Will have the right to require that a provision be included requiring supplier/service provider to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Punjab.

1.10. Supplier/service providers, their Sub-supplier/service providers, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Punjab in accordance with the above paragraph.

1.7. Furthermore, the Supplier/service providers shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.

### **Only one Proposal**

- 1.11. Shortlisted supplier/service providers may only submit one proposal per Lot or Lots. If a supplier/service provider submits or participates in more than one proposal, such proposals shall be disqualified.
- 1.12. The Data Sheet indicates how long supplier/service provider's Proposals must remain valid after the submission date. During this period, supplier/service providers shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete award of the contract within this period. Should the need arise, however, the Client may request supplier/service providers to extend the validity period of their proposals. Supplier/service providers who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, supplier/service providers could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Supplier/service providers who do not agree have the right to refuse to extend the validity of their Proposals.

### **Eligibility of Sub-Supplier/service providers**

- 1.13. In case a shortlisted supplier/service providers intends to associate with Supplier/service providers who have not been shortlisted and/or individual expert(s), such other Supplier/service providers and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.

## **2. Clarification and Amendment of RFP Documents**

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- 2.1. Supplier/service providers may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Date Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all supplier/service providers. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph. 2.2.
- 2.2. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Supplier/service providers and will be binding on them. Supplier/service providers shall acknowledge receipt of all amendments. To give Supplier/service providers reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

### **3. Preparation of Proposals**

- 3.1. The Proposal (see para. 1.2), as well as all related correspondence exchanged by the supplier/service providers and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2. In preparing their Proposal, supplier/service providers are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3. While preparing the Technical Proposal, supplier/service providers must give particular attention to the following:
  - a) If a shortlisted supplier/service providers considers that it may enhance its expertise for the assignment by associating with other Supplier/service providers in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Supplier/service provider(s), or (b) shortlisted Supplier/service providers if so indicated in the Data Sheet. A shortlisted Supplier/service provider must first obtain the approval of the Client if it wishes to enter into a joint venture with any other shortlisted Supplier/service provider(s). In case of association with non-shortlisted Supplier/service provider(s), the shortlisted Supplier/service provider shall act as association leader. Any associations must be clearly indicated in the technical proposal. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
  - b) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

- c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

### **Technical Proposal Format and Content**

3.4. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

- a) The prospective bidder shall provide a complete description i.e. data sheet along with OEM of all the quoted items w.r.t each lot. (Form TECH-3 of Section3).
- b) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. (Form TECH-8 of Section 3), which will show in the form of a bar chart the timing proposed for each activity.
- c) The pre-qualified bidders will provide samples of all quoted items the time for which shall be communicated after vouching of documentary evidence. It is pertinent to understand a mere pre-qualification does not guarantee the right to submit financial proposal. The financial proposal of only approved samples w.r.t respective lots will be opened.

### **Financial Proposals**

3.5. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment i.e. The quoted price shall include all taxes levied by the government.

### **Taxes**

- 3.6. The Supplier/service providers may be subject to local taxes (such as: value added or sales tax or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement.
- 3.7. Supplier/service providers should express the price of their services in Pakistani Rupees. Prices in other currencies should be converted to Pakistani Rupees using the selling rates of exchange given by the State Bank of Pakistan for the date indicated in the Data Sheet.

## **4. Submission, Receipt and Opening of Proposals**

- 4.1. The original proposal (Technical Proposal and Financial Proposal; shall contain no interlineations or overwriting, except as necessary to correct errors made by the Supplier/service provider themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH- I of Section 3, and FIN- I of Section 4.
- 4.2. An authorized representative of the Supplier/service provider shall initial all pages of the original Technical and Financial Proposals.

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The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL"

- 4.3. The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs. Moreover the prequalified bidders shall submit samples of quoted items which shall be deemed mandatory for technical conformance.
- 4.4. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "Do NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked "Do NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non- responsive.
- 4.5. The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6. The Client shall open the Technical Proposal within 30 minutes after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

## **5. Proposal Evaluation**

- 5.1. The Client shall open the Technical Proposal not less than 30 minutes after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

### **Evaluation of Technical Proposal**

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5.2. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

### **Public Opening and Evaluation of Financial Proposal**

5.3. After the technical evaluation is completed which include sample quality verification and approval, the Client shall inform the Supplier/service providers who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Supplier/service providers whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Supplier/service providers that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Supplier/service provider's attendance at the opening of Financial Proposals is mandatory. The opening date shall be set so as to allow interested Supplier/service providers sufficient time to make arrangements for attending the opening.

5.4. Financial Proposals shall be opened publicly in the presence of the Supplier/service provider's representatives who choose to attend. The name of the Supplier/service providers, and the technical scores of the Supplier/service providers shall be read aloud. The Financial Proposal of the Supplier/service providers who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened and the total prices read aloud and recorded.

5.5. After the Public Opening, in another meeting, the Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail.

5.6. In case of QCBS (Not Applicable in this procurement), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be awarded the contract.

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## 6. Negotiations

6.1. Negotiations will not be held however a Pre-RFP proposal meeting shall be held to address the queries of the supplier/service providers named as Technical Negotiations prior to submission of RFP.

### Technical Negotiations

6.2. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the supplier/service provider to improve the Terms of Reference.

### Financial Negotiations

6.3. NO Financial negotiations will be held at any stage.

## 7. Confidentiality

7.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Supplier/service providers who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Agreement.

## 8. Bid security & Performance Guarantee

8.1. The bidders will furnish a bid security of each lot duly mentioned in the bid data sheet and the bid security of the successful bidder will be retained till the execution of the contract duration. In addition to the bid security the company will furnish a PBG @ 05% of the recurrent AAT issued from time to time which shall be returned after completion of the defects liability period.

8.2. The selected supplier/service provider will furnish a performance bank guarantee amounting to 5% of the recurrent purchase order value after issuance of advanced acceptance of tender.

8.3. Performance bank guarantee shall be in possession of the procuring agency for three months from the issuance of the respective purchase order.

8.4. Delivery of substandard, damaged or items in contradiction to the approved samples will lead to encashment of the respective performance guarantee and initiation of legal ramifications.

**9. Penalties**

9.1. The details of the penalties to be levied in case of comprised quantity & quality are tabulated below;

<b>Sr No. #</b>	<b>Reason of Penalty</b>	<b>Type of Penalty</b>	<b>Amount of Penalty</b>
01	Non-Availability of Driver/Reliever	Major	Rs. 5000/- Per day Per driver from monthly invoice.
02	Damaged/ accident of vehicle.	Major	Complete expenses would be bared by The Service Provider.
03	Maintenance thorough unauthorized dealers	Major	Either the certificate from authorized dealer would be provider or Rs 10,000 and replacement of each part would be imposed as the penalty.
04	Late maintenance (Oil Change would be on time should not exceed the limit of 100KM)	Major	Rs. 5000/- on each Kilometer.

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## DATA SHEET

Refer	Particulars
1.1	Name of the Client: <b>Program Management Unit P&amp;SHD</b> Method of selection: <b><u>Single Stage Two Envelope (SSTE)</u></b>
1.2	Financial Proposal to be submitted together with Technical Proposal (sealed <i>in separate envelops</i> ): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Name of the assignment is: “ <b>Operation &amp; Management of Mobile Workshop Vehicles of BERC i.e. Biomedical Equipment Resource Center <u>Working under the administrative control of P&amp;SHD</u></b> ”.
1.3	A pre- bid/proposal conference will be held: Yes <input type="checkbox"/> <input checked="" type="checkbox"/> No <input type="checkbox"/> <b>07th February, 2019 at 11:00 AM at 31-E-1 Gulberg-III Lahore</b>  <b>Procurement Specialist</b> PMU P&SHD
1.12	Proposals must remain valid for <b>90</b> days after the opening of the financial proposal
2.1	Clarifications by prospective bidders / firms may be requested in writing by authorized representative not later than <b>07 days</b> before the submission date.  The address for requesting clarifications is:  <b>Procurement Specialist</b> PMU P&SHD 31-E-1 Gulberg-III Lahore
3.1	Proposals shall be submitted in the following language: <b>English</b>
3.3 a	Prospective Supplier/service providers / Bidders may associate with other firms / joint venture: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3.4 b	Bidder shall submit a detailed approach, work plan and methodology envisioning the assignment
3.4 c	Bidder shall submit a sample for quality conformance of following items. I. Air Filter (For Suzuki Bolan & Toyota Hilux) II. Mobil Oil (For Suzuki Bolan & Toyota Hilux) III. Drivers uniform It is pertinent to note that in case of any accident or untoward incident all repair and maintenance will be conducted from the authorized OEM workshops.

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	Sample submission is mandatory for all items and only conforming samples will be processed for financial opening.																								
3.7	Amounts payable by the Client to the Supplier/service provider under the Agreement to be subject to all local taxation: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <b>Taxes are deducted at source from payment to the supplier/service provider unless they have Tax Exemption Certificate.</b> Payment to be made in PKR.																								
4.0	<b>All prospective bidders shall be submitting proposals on SSTE Basis (Single stage two envelope)</b> initially technical proposal will be examined and through conformance to end user requirements will be sought. Sample conformance will be construed a part of technical evaluation. Financial bids of Technical responsive bidder will be processed and prospective bidders which fail to submit samples will be technically disqualified.																								
4.3	Supplier/service provider must submit <b>One Original</b> with <b>01 Copy (total 2 sets)</b> of the <b>Technical Proposal (along with copy on a CD)</b> and Original of <b>Financial Proposal</b> . In case of any discrepancy, hard copy of the document would be referred to as the Original prevailing Proposal.																								
4.5	The Proposal submission address is: <b>Procurement Specialist</b> PMU P&SHD 31-E-1 Gulberg-III Lahore Proposals must be submitted no later than the following date and time: <b><u>February 19<sup>th</sup> 2018 by 03:00 PM</u></b>																								
5.2 (a)	<p><b>Qualification Criteria</b> Evaluation will be based on the criteria regarding the Relevant Experience, Personal Capabilities, Qualifications and Methodology of the prospective bidder / firm as demonstrated by the Supplier/service provider's responses on the prescribed form (Part of this RFP Document.)</p> <p style="text-align: center;"><b>Break up of Evaluation Criteria</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.No</th> <th style="width: 60%;">Category</th> <th style="width: 30%;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Relevant Experience</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Personnel Capabilities</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">Approach Methodology</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">Age of the firm</td> <td style="text-align: center;">10</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Total</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p><b>Relevant Experience</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">Description</th> <th style="width: 20%;">Marks</th> </tr> </thead> <tbody> <tr> <td> <p><b>Project of similar nature of minimum value (cost of procurement services) of PKR 01 Million each completed in last 05 years or in hand.</b></p> <ul style="list-style-type: none"> <li>Four (04) Project of similar item supplies with each worth of 05 Million rupees completed over last 05 years with supporting documents in hard form. Maximum marks will be awarded to the firms having completed four projects otherwise proportionate marks will be awarded.</li> </ul> </td> <td style="text-align: center; vertical-align: middle;"><b>30</b></td> </tr> <tr> <td colspan="2"> <p><u>For Completed Projects, Completion Certificate OR Contract Agreement of respective project is mandatory indicating Procurement Contract. No marks shall be awarded if Completion Certificate</u></p> </td> </tr> </tbody> </table>	Sr.No	Category	Marks	1	Relevant Experience	30	2	Personnel Capabilities	30	3	Approach Methodology	20	4	Age of the firm	10		<b>Total</b>	<b>100</b>	Description	Marks	<p><b>Project of similar nature of minimum value (cost of procurement services) of PKR 01 Million each completed in last 05 years or in hand.</b></p> <ul style="list-style-type: none"> <li>Four (04) Project of similar item supplies with each worth of 05 Million rupees completed over last 05 years with supporting documents in hard form. Maximum marks will be awarded to the firms having completed four projects otherwise proportionate marks will be awarded.</li> </ul>	<b>30</b>	<p><u>For Completed Projects, Completion Certificate OR Contract Agreement of respective project is mandatory indicating Procurement Contract. No marks shall be awarded if Completion Certificate</u></p>	
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Sign & Stamp of Supplier/service provider



or Contract Agreement/Purchase Order indicating cost of Procurement is not attached. For in hand Projects Letter of Award OR Agreement of respective project indicating Procurement Cost is mandatory. No marks shall be awarded if Letter of Award or Agreement indicating cost of Procurement is not attached.

### Personnel Capabilities

Credit Marks will be awarded under this category using the following criteria for relevant experience. The staff provided should not be engaged in other assignments during the proposed period of this assignment. Otherwise the staff will not be considered and the supplier/service provider will be asked to provide alternative staff members(s) for evaluation purpose and onward proceedings.

Personal Requirement	No	Academic Education	Relevant Experience	Time spent with firm*	Total Marks
<b>KEY STAFF</b>					
<b>Supervisor</b> Must hold Bachelor degree	3	20%	75%	5%	10
<b>Driver</b> Must have valid HTV /LTV License at least 10 year Experience	12	20%	75%	5%	10
<b>SUPPORT STAFF</b>					
<b>Reliever</b> Must have valid HTV /LTV License at least 10 year Experience	3	20%	75%	5%	10
<b>Sub-Total</b>					<b>30</b>

\* **Time Spent:** 12 months experience with firm.

### Approach & Methodology

Sr.No	Description	Marks
	<p><b>Approach and Methodology.</b> For evaluation of this aspect of the supplier/service provider, Approach and Methodology proposed by the supplier/service provider to carry out the assignment is further sub-divided in to:</p> <p>1-<b>Understanding the Objectives:</b> which should address the TOR. (30 % Marks)</p> <p>2-<b>Quality of Methodology:</b> which should cover all phases of the assignment as per tasks (70% Marks) with detail breakdown of activities and steps for each Task</p>	15
	<p><b>Human Resources allocation</b> 1-Role and Responsibility of Project Team (60% Marks)</p>	15
<b>Sub Total</b>		<b>30</b>

### Age of the Firm

\_\_\_\_\_  
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	<b>Note:</b> The age of the firm should not be less than 3 three years with experience typically in operation and management of vehicles experience.		
	<b>1</b>	<b>03&gt;5 Years</b>	<b>5</b>
	<b>2</b>	<b>05&gt;7 Years</b>	<b>7</b>
	<b>3</b>	<b>7&gt;10 Years</b>	<b>10</b>
<b>6.1</b>	All prospective pre-qualified bidders are duly intimated that no negotiations are expected, hence quoting of best possible rates is anticipated.		
<b>7.2</b>	Expected date for commencement of procurement services will be within the bid validity period		
<b>8.0</b>	<i>Bid Security @ 3,00,000/-                  Bid security of successful bidder will be retained                  Bid security can be furnished in the form of CDR/PO/DD or bank guarantee from a scheduled bank of Pakistan. Insurance guarantee will not be acceptable.                  Performance Bank Guarantee @ 05 % of the recurrent purchase order value with a validity of six months.</i>		
<b>9.0</b>	Penalties to be imposed in case of compromised delivery pertaining to contractual or Purchase order modalities / obligations.		

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SECTION -3 Technical Proposal Standard Forms

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM  
(Please submit on Company's Letterhead)

Procurement Specialist  
PMU P&SHD

SUBJECT: **“Request for proposal for Operations & Maintenance of Mobile Workshop Vehicles of Biomedical Equipment Resource Center P& SHD”**

Dear Sir,

We, the undersigned, offer to provide the procurement services for the project of the **“Request for proposal for Operations & Maintenance of Mobile Workshop Vehicles of Biomedical Equipment Resource Center P& SHD”** in accordance with your Request for Proposal dated \_\_\_\_\_ and our Proposal. We are hereby submitting our Proposal, which includes a Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with \_\_\_\_\_.

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 along with initiation of any punitive action as may deemed appropriate by the competent authority of the procuring agency i.e. Project Management Unit Primary & Secondary Healthcare Department.

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

We remain,

Yours sincerely,

Authorized Signatory (in full and initials): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

\_\_\_\_\_  
Sign & Stamp of Supplier/service provider

**FORM TECH-2 SUPPLIER/SERVICE PROVIDERS' ORGANISATION AND EXPERIENCE**

**A-Supplier/service provider's Organization**

1. Firm Background and Profile (Minimum Two Pages)
2. Organogram and Certifications

**B. Supplier/service provider's Experience**

*Using the format below, provide information on each assignment for which your firm, was legally contracted as a corporate entity or as one of the major companies which an association, for carrying out consulting services, similar to the ones requested under this Assignment.*

<b>Assignment name:</b>	<b>Approx. value of the contract:</b>
<b>Country:</b> <b>Location within country:</b>	<b>Duration of assignment (months):</b>
<b>Name of Client:</b>	
<b>Address:</b>	<b>Approx. Value of the services provided by your firm under the contract:</b>
<b>Start date (month/year):</b> <b>Completion date (month/year):</b>	
<b>Name of associated Supplier/service providers, if any:</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>	

Name of Firm: \_\_\_\_\_

\_\_\_\_\_  
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**FORM TECH-3 COMMENTS AND SUGGESTIONS ON TERMS OF REFERENCE  
(NOT APPLICABLE)**

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**FORM TECH-4 DESCRIPTION OF APPROACH AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT**

In this chapter the Bidder shall explain their understating of the objectives of the assignment, approach of the services, methodology for carrying out activities and obtaining the expected output, and the degree of detail of such output. The Bidder shall highlight the problems being addressed and their importance and explain the technical approach which would be adopted to address them. The Bidder shall also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

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**FORM TECH-5 COMPOSITION OF PROFESSIONAL STAFF TEAM TO BE DEPLOYED FOR THIS ASSIGNMENT**

<b>Name of Staff</b>	<b>Previous experience.</b>	<b>Qualifications</b>	<b>Position Assigned</b>	<b>Years of Experience</b>

\_\_\_\_\_  
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3. **Name of assignment or project & Location:**

**Cost of Project:**

**Date of Start: Date of Completion:**

**Actual time spent on the project:**

**Client:**

**Main project features:**

**Positions held:**

**Activities performed:**

**Assignment's Time Period:**

**13. Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member or authorized representative of the staff] Day/Month/Year  
Full Name of Authorized Representative:

\_\_\_\_\_  
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**FORM TECH-7 PROFESSIONAL STAFF SCHEDULE**

Name	Position	Staff Input (in the form of bar chart)						Total Number of Months		
		1	2	3	4	5	6	Home	Field	Total
		[Home ]								
		[Field ]								
Total										

- Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
- Fieldwork means work carried out at a place other than the Firm's home office.

\_\_\_\_\_  
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**FORM TECH-8 WORK PLAN**

Activity/Item of Work	Months												
	1	2	3	4	5	6	7	8	9	10	11	12	n.

\_\_\_\_\_  
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## SECTION-4: Financial Proposal- Standard Forms

### FORM 1

#### FIN-1-Financial Proposal Submission Form

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[Location, Date]

To:  
**Procurement Specialist**  
PMU P&SHD

Dear Sir,

We, the undersigned, offer to provide the procurement services for “**Request for proposal for Operations & Maintenance of Mobile Workshop Vehicles of Biomedical Equipment Resource Center P& SHD**” in accordance with your Request for Proposal dated \_\_\_\_\_ - and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all applicable taxes.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e. before the date indicated in clause 1.12 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

\_\_\_\_\_  
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**FORM 2**

**FIN-1-Summary of Financial Costs**

Item	Costs
	Pak Rupees
Total Cost of Financial Proposal <sup>1</sup>	

1. Indicate the total cost, including local taxes in local currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided in the proposal.

**Note 1:** Please mention the amount both in figures and words in PKR.

\_\_\_\_\_  
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**-FORM 3**  
**FIN-2 BREAKDOWN of Costs**

PRICE SCHEDULE (Inclusive of all Taxes)

Note the quoted price will include Driver Monthly Remuneration duly in line with the labor laws and EOBI, Maintenance of the vehicle and Petrol / Diesel. Although all the vehicles are equipped with tracking system. However, the payment will be made by the procuring agency will be made on the cost quoted / KM of following two vehicles.

SR No #	Type Of Vehicle	Per KM Rate ( Inclusive of all taxes)
01	Suzuki Bolan	
02	Toyota Hilux	

\_\_\_\_\_  
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## **SECTION-5: Terms of Reference**

### **AS PER ACTUAL**

#### **5.1 PROJECT OBJECTIVES:**

Following are the objectives for this project:

1. AS PER ACTUAL

#### **5.2 PROJECT COMPONENTS:**

1. AS PER ACTUAL

#### **5.3 SCOPE OF WORK**

1. AS PER ACTUAL

##### **5.3.1 Review of Supplier/service providers' Implementation Schedule**

1. AS PER ACTUAL

##### **5.3.2 Framework Contract for Request for proposal for Operations & Maintenance of Mobile Workshop Vehicles of BERC**

- i. The Supplier/service provider should provide the necessary and as per schedule of requirements the items that the subject supplier/service provider is pre-qualified in during the period of implementation of the framework contract in accordance with the specifications and ordered quantity.
- ii. It will be the responsibility of the supplier/service provider to carry out all operations to ensure that the work is carried out in a under proper workmanship and expeditious manner and in accordance with the contract documents.
- iii. The supplier/service provider will process and deliver the ordered items with the following conditions:
  - The client (i.e PMU P&SHD or any health establishment working under the administrative control of P&SHD) will issue purchase orders/work orders or signed contract as and when required after submission of PBG for the requisite supplies.
  - All service centres will be delivered to the named placed or warehouse or respective DHQ/THQ and DTL
  - All invoices shall be in conformance with approved attendance and complete documentation.

\_\_\_\_\_  
Sign & Stamp of Supplier/service  
provider



- The penalty may be imposed as per described in Bidding documents.
- iv. The service provider i.e. supplier/service provider will supply the contract items at the request of PMU P&SHD and all health facilities working under the administrative control of Primary & Secondary Healthcare department. Moreover the running will be processed by the agency initiating the procurement request.
- v. The supplier/service provider will deliver all the items in safe, sound and serviceable condition and any damage pointed out during stock take inspection will be attributable to supplier/service provider for which adequate penalty will be imposed along with replacement of the damaged item.
- vi. Ensure that the executed services are as per approved samples, quantity, standard specifications, quality and within the provision of contract agreement with in the lead time allowed to deliver.

#### **5.3.5 Inspection and Testing of Works**

- i. At all stages of implementation, the client shall inspect the management of the vehicles at any time.
- ii. It is pertinent to mention that for the sake of inspection, the client may conduct inspections through its notified inspection committee and a third party validation to be carried out to ensure transparency.
- iii. All costs attributable to TPV shall be borne by the supplier/service provider.

#### **5.3.6 Verification and Recommendation of Payment Certificates**

- i. The supplier/service provider shall submit the invoices after completion of every month conforming to the per kilo meter rate to the office of the procuring agency.
- ii. The invoice shall be supported by BERC respective centre Reports, Contract agreement further processing the payment request.
- iii. The payment will be made at the earliest after duly verifying the attached documents and incorporation of penalties as & so applicable.

#### **5.3.7 Reporting/ Meeting**

- i. The supplier/service provider will keep the Client continually informed on the progress of the services, and all matters pertaining to the project.
- ii. All matters of conflict can be resolved by bi monthly meetings duly arranged from time to time.
- iii. The supplier/service provider shall make prompt deliveries well in conformance with the conditions stipulated in the respective purchase order.
- iv. Regular monitoring of the respective contract will solely be the responsibility of the procuring agency with proper upkeep of record and with a record of both depleted & utilised quantities.

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**5.3.9 Defect Liability Period**

- i. All negligence from the service provider will be subject to a penalty mentioned in bidding documents. That subject (Vehicles) defects liability will be binding on the respective supplier/service provider and the service provider will replace the malfunctioning equipment at free of cost.
- ii. To assess defects a detailed inspection will be carried out to ensure compliance, in case of any defect the subject part shall be replaced with due implementation of the penalty.
- iii. Intimate supplier/service provider about defects and supervise and certify the rectification work if recommended by the competent committee or part replacement whichever is deemed appropriate.
- iv. Check and forward the final payment certificate at the end of defects liability period for the Client’s approval and comments.
- v. Preparing a Final Report in a format agreed upon with the Client. This will summarize all the relevant aspects of the Project implementation, and specific recommendations on routine maintenance, highlighting locations requiring special care and attention. A suitable selection from the project photographic records shall be reproduced and included in the Final Report.

**5.4 Team**

- 1. The supplier/service provider will be required to provide following staff for the assignment on full time basis and part time basis to supervise the work:

Personal Requirement	No
<b>Supervisor</b> Must hold Bachelor degree	3
<b>Driver</b> Must have valid HTV /LTV License at least 10 year Experience	12
<b>Reliever</b> Must have valid HTV /LTV License at least 10 year Experience	3

\_\_\_\_\_  
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**5.5 Schedule of Submissions and Deliverables**

Sr No.	Report / Document	Period	No of Copies
1	Availability of Staff members	Within 15 days of signing of the contract.	01

**5.6 Time Period**

The supplier/service provider shall complete procurement services as stated in Scope of Work in all respects for a period of (12) + 12 months.(if Procuring agency agreed the service provider would be liable to perform the services for next 12 months) The extension in Framework Contract period may be granted, keeping in view site constraints. Tentative timelines are as follow:

Activity	2018						2019
	Apr	May	June	July	August	September	September
Request for proposal for Operations & Maintenance of Mobile Workshop Vehicles of BERG							

**5.7 Miscellaneous**

1. The presentations, as and when required during the whole period of the assignment will be made by the specifications on multimedia to the satisfaction of Client.
2. The Client will be at liberty to increase or decrease the quantum of work without assigning any reason.
3. The supplier/service provider will adjust and depute staff as per pace of work during execution,

\_\_\_\_\_  
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**SCOPE OF WORK**  
**Operation and Management.**

Sr#	Requirement	Quantity
1	Operation of vehicles	3 Hilux & 9 Bolan
2	Management of Vehicles	3 Hilux & 9 Bolan

**H.R**

Sr#	Required	Total Quantity
1	Supervisor	3(Multan, Lahore, Sargodha)
2	Driver	12(Multan, Lahore, Sargodha) 4 Each Center
3	Reliever	3(Multan, Lahore, Sargodha) 1 Each Center

**Managers and Supervisors of Contractor:**

- i. All Managers and Supervisors will be responsible for ensuring that all vehicles are in good condition and ensure day to day cleanliness of the vehicle. Moreover, driver should have enough cash in hand for fuel, toll taxes, night stays and any other expense during official tours.
- ii. Supervisor should ensure that drivers are fit to drive. Fitness includes meeting the eyesight requirements, being able to safely and satisfactorily operate and progress the vehicle, not being unwell, incapacitated, nor under the influence of drugs, alcohol or other substances and not suffering from sleep deprivation etc., and not driving against medical advice.
- iii. Service Provider will be responsible for all type of periodic & corrective maintenance of vehicles from the authorized dealers as per manufacturer's instructions and POL & Filters should be as per recommendation of manufacturer of vehicles.

**Place of Pickup:**

The place of Pickup and Drop-off location will be the respective Central Bio-Medical Equipment Repair Workshop (Lahore, Multan & Sargodha). Designated place of stationed vehicles are Central medical equipment Repair Workshop (Sargodha, Multan, Sargodha) or Health Facility

**Overnight Accommodation:**

\_\_\_\_\_  
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All staff and managers of Service Provider need to be aware of and make appropriate arrangements (e.g. overnight accommodation) where significant travel (outward and/or return) is required especially when work is required to be done at a remote location more than one day. Service Provider will be responsible making night stay arrangements of drivers in case of late working and night stay.

**Responsibilities of Drivers:**

- i.** Ensure all documentation is in order including vehicle log book preparation & signed from concerned officials of BERC, the vehicle is safe and legal for use.
- ii.** Must be in good health.
- iii.** Must have valid driving license.
- iv.** Must abide by Traffic Rules.
- v.** Should be in clean uniform while operating the vehicle.
- vi.** All incidents should be reported immediately to 1454 (BERC Contact Center).
- vii.** Ensure cleanliness and roadworthiness.

**Responsibilities of Relievers:**

In Case of absence of any driver or for relaxation of driver, one driver on each service center should be available daily, who may be called as reliever but his responsibilities would be the same as of the driver.

- i.** Ensure all documentation is in order including vehicle log book preparation & signed from concerned officials of BERC, the vehicle is safe and legal for use.
- ii.** Must be in good health.
- iii.** Must have valid driving license.
- iv.** Must abide by Traffic Rules.
- v.** Should be in clean uniform while operating the vehicle.
- vi.** All incidents should be reported immediately to 1454 (BERC Contact Center).
- vii.** Ensure cleanliness and roadworthiness.

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**SECTION-6: APPENDICES**

**CONTRACT FOR Request for proposal for Operations & Maintenance of Mobile  
Workshop Vehicles of BERC**

**Between**

**THE PROCURING AGENCY  
Program Management Unit  
P&SHD**

**and**

---

**(NAME OF THE SUPPLIER/SERVICE PROVIDERS)**

---

**Month and Year**

**FORM OF CONTRACT**

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[Notes: 1. Use this Form of Contract when the Supplier/service providers perform Services as Sole Supplier/service providers.

2. In case the Supplier/service providers perform Services as a Member of the joint venture, use the Form included at the end.

3. All notes should be deleted in the final text.]

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_ day of \_\_\_\_ (month) of \_\_\_\_ (year), between, on the one hand,

(hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

\_\_\_\_ (hereinafter called the "Supplier/service providers" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

(a) the Client has requested the Supplier/service providers to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and

(b) the Supplier/service providers, having represented to the Client 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;

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) the General Conditions of Contract & terms of reference;
- (b) the Special Conditions of Contract;
- (c) the following Appendices:

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below/next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

- Appendix A: Description of Services
- Appendix B: Reporting Requirements

\_\_\_\_\_  
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Appendix C: Key Personnel and Sub Supplier/service providers  
Appendix G: Integrity Pact (for Services above Rs. 10 million)

2. The mutual rights and obligations of the Client and the Supplier/service providers shall be as set forth in the Contract, in particular:

(a) the Supplier/service providers shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Supplier/service providers 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 in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of

\_\_\_\_\_

Witness

(CLIENT)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

(SUPPLIER/SERVICE PROVIDERS)

Witness

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Sign & Stamp of Supplier/service provider



## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) 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) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Supplier/service providers consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Supplier/service providers, as the case may be, and "Parties" means both of them;

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- (k) "Personnel" means persons hired by the Supplier/service providers or by any SubSupplier/service provider as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Supplier/service providers pursuant to this Contract, as described in Appendix A;
- (n) "Sub Supplier/service provider" means any entity to which the Supplier/service providers subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Supplier/service providers or a Sub Supplier/service provider; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

## **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **1.3 Language**

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

## **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, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **1.5 Location**

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The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

**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 Client or the Supplier/service providers shall be taken or executed by the Authorized Representatives specified in the SC.

**1.7 Taxes and Duties**

Unless specified in the SC, the Supplier/service providers, Sub Supplier/service providers, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**1.8 Leader of Joint Venture**

In case the Supplier/service providers consist of a joint venture of more than one entity, the Supplier/service providers shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

**2. COMMENCEMENT, COMPLETION, MODIFICATION,  
AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Supplier/service providers instructing the Supplier/service providers to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

**2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

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### **2.3 Commencement of Services**

The Supplier/service providers shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

### **2.5 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 in writing, which shall be signed by both the Parties.

### **2.6 Extension of Time for Completion**

If the scope or duration of the Services is increased:

- (a) the Supplier/service providers shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

### **2.7 Force Majeure**

#### **2.7.1 Definition**

- (a) 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

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considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub Supplier/service providers or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 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 in writing not later than fifteen (15) days following the occurrence of such an event.

### **2.7.3 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.

### **2.7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier/service providers shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

## **2.8 Suspension of Payments by the Client**

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The Client may, by written notice of suspension to the Supplier/service providers, suspend all payments to the Supplier/service providers hereunder if the Supplier/service providers fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Supplier/service providers to remedy such failure within a period not exceeding thirty (30) days after receipt by the Supplier/service providers of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Supplier/service providers, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

- (a) if the Supplier/service providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Supplier/service providers become (or, if the Supplier/service providers consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Supplier/service providers fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Supplier/service providers submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Supplier/service providers know to be false;
- (e) if, as the result of Force Majeure, the Supplier/service providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.3 Cessation of Services**

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Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Supplier/service providers shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Supplier/service providers, and equipment and materials furnished by the Client, the Supplier/service providers shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

#### **2.9.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Supplier/service providers:

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Supplier/service providers Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination, the respective remunerations shall be proportioned.

#### **2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE SUPPLIER/SERVICE PROVIDERS**

#### **3.1 General**

The Supplier/service providers shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices,

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and employ appropriate advanced technology and safe methods. The Supplier/service providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Supplier/service providers or third parties.

### **3.2 Supplier/service providers Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Supplier/service providers pursuant to Clause 6 shall constitute the Supplier/service providers' sole remuneration in connection with this Contract or the Services, and the Supplier/service providers 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 Supplier/service providers shall use their best efforts to ensure that the Personnel, any Sub Supplier/service providers, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

The Supplier/service providers, their Sub Supplier/service providers, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Supplier/service providers**

The Supplier/service providers are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Supplier/service providers shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Supplier/service providers for design phase in accordance with the terms of the Contract.

The liability of the Supplier/service providers expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Supplier/service providers may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the

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limit specified in second para above. The Supplier/service providers shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Supplier/service providers up to a limit of one percent of the total remuneration of the Supplier/service providers for the design phase for every year of keeping such cover effective.

The Supplier/service providers shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Supplier/service providers to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

### **3.5 Other Insurance to be taken out by the Supplier/service providers**

The Supplier/service providers (a) shall take out and maintain, and shall cause any Sub Supplier/service providers to take out and maintain, at their (or the Sub Supplier/service providers', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.6 Supplier/service providers' Actions Requiring Client's Prior Approval**

The Supplier/service providers shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub Supplier/service providers and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Supplier/service providers shall remain fully liable for the performance of the Services by the Sub Supplier/service providers and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

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The Supplier/service providers shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.8 Documents Prepared by the Supplier/service providers to be the Property of the Client**

All plans, drawings, specifications, reports, and other documents and software prepared by the Supplier/service providers in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Supplier/service providers shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Supplier/service providers may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

**3.9 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Supplier/service providers by the Client, or purchased by the Supplier/service providers with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Supplier/service providers shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Supplier/service providers, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

**3.10 Accounting, Inspection and Auditing**

The Supplier/service providers (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

**4. SUPPLIER/SERVICE PROVIDERS' PERSONNEL AND SUBSUPPLIER/SERVICE PROVIDERS**

**4.1 Description of Personnel**

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The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Supplier/service providers' Key Personnel are described in Appendix C. The Key Personnel and Sub Supplier/service providers listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

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

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Supplier/service providers, it becomes necessary to replace any of the Key Personnel, the Supplier/service providers shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Supplier/service providers shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Supplier/service providers shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

### **5. OBLIGATIONS OF THE CLIENT**

#### **5.1 Assistance, Coordination and Approvals**

##### **5.1.1 Assistance**

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Supplier/service providers, Sub Supplier/service providers and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Supplier/service providers, Sub Supplier/service providers or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;

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- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Supplier/service providers without reimbursement by the Client, shall be returned by the Supplier/service providers upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Supplier/service providers, Sub Supplier/service providers, and Personnel any such other assistance and exemptions as may be specified in the SC.

### **5.1.2 Co-ordination**

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) coordinate with any other Supplier/service providers employed by him.

### **5.1.3 Approvals**

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Supplier/service providers.

### **5.2 Access to Land**

The Client warrants that the Supplier/service providers shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

### **5.3 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Supplier/service providers, then the remunerations and direct costs otherwise payable to the Supplier/service

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providers under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

#### **5.4 Services and Facilities**

The Client shall make available to the Supplier/service providers, SubSupplier/service providers and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Supplier/service providers as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Supplier/service providers for the performance of the Services; (ii) the manner in which the Supplier/service providers shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Supplier/service providers as a result thereof pursuant to Clause 6 hereinafter.

#### **5.5 Payments**

In consideration of the Services performed by the Supplier/service providers under this Contract, the Client shall make to the Supplier/service providers such payments and in such manner as is provided by Clause 6 of this Contract.

### **6. PAYMENTS TO THE SUPPLIER/SERVICE PROVIDERS**

#### **6.1 Lump Sum Remuneration**

The Supplier/service providers' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all costs, incurred by the Supplier/service providers in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, 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 2.5, 2.6, 5.4 or 6.6.

#### **6.2 Contract Price**

- (a) No Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.

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- (b) The SC shall specify the break up of remuneration to be paid, respectively, in foreign and in local currencies.

### **6.3 Terms and Conditions of Payment**

Payment will be made to the account of the Supplier/service providers and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Supplier/service providers have submitted an invoice to the Client specifying the amount due.

### **6.4 Period of Payment**

- (a) Advance payment to the Supplier/service providers shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Supplier/service providers shall be paid by the Client to the Supplier/service providers within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Supplier/service providers' invoice has been delivered to the Client.

### **6.5 Delayed Payments**

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Supplier/service providers for each day of delay at the rate specified in the SC.

### **6.6 Additional Services**

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of Client's instructions.

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If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Supplier/service providers shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Supplier/service providers' billing rates prevailing at the time of performing the Additional Services.

#### **6.7 Supplier/service providers' Entitlement to Suspend Services**

If the Client fails to make the payment of any of the Supplier/service providers' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Supplier/service providers may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Supplier/service providers have received the payment.

This action will not prejudice the Supplier/service providers entitlement to financing charges under Sub-Clause 6.5.

### **7. SETTLEMENT OF DISPUTES**

#### **7.1 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.

#### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made thereunder and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

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## 8. INTEGRITY PACT

**8.1** If the Supplier/service provider or any of his Sub Supplier/service providers, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Supplier/service provider as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- a) recover from the Supplier/service provider an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Supplier/service provider or any of his Sub Supplier/service provider, agent or servants;
- b) terminate the Contract; and
- c) Recover from the Supplier/service provider any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Supplier/service provider or any of his Sub Supplier/service provider, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Supplier/service provider shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

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### III. SPECIAL CONDITIONS OF CONTRACT

No. Amendments of, and Supplements to, Clauses in the General Conditions of GC Contract of Clause

#### 1.1 Definitions

- (p) "Project" means **“Request for proposal for Operations & Maintenance of Mobile Workshop Vehicles of BERC etc”**
- (q) “Defect Liability Period” means a period of six (06) months starting from the date of completion as mentioned in the Completion Certificate during which the Supplier/service providers shall responsible test and inspect in detail the supplies done by the Contractor and get any defects and / or omissions rectified through the Contractor.

#### 1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

**Procurement Specialist  
Project Management Unit  
P & SHD**

For the Supplier/service providers:

\_\_\_\_\_ (Name of Project Manager)  
\_\_\_\_\_ (Project)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E.Mail : \_\_\_\_\_

#### 1.7 Taxes and Duties

[Note: To be included in this Sub-Clause as agreed with the Client.]

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*[All notes should be deleted in final text. All blanks should be filled in.]*

**1.8 Leader of the Joint Venture**

The leader of the Joint Venture is..... (name of the Member of the Joint Venture).

*[Note: If the Supplier/service providers do not consist of more than one entity, the Sub-Clause 1.8 should be deleted.]*

**2.1 Effectiveness of Contract**

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

**2.2 Termination of Contract for Failure to Become Effective**

The time period shall be 28 days, or such other period as the Parties may agree in writing.

**2.3 Commencement of Services**

The Supplier/service providers shall commence the Services immediately after signing of the Contract Agreement.

**2.4 Expiration of Contract**

The period of completion of Services shall be **24 months** from the Commencement Date of the Services or such other period as the Parties may agree in writing.

"Completion of Services" means Services/supplies shall be deemed completed after issuance of Defect Liability Certificate by the Client. For the purposes of this Clause, Defect Liability Certificate shall mean a certificate duly issued by the Client upon successful completion of

Defect Liability Period. Issuance of Defect Liability Certificate shall, wherever the context so permits, absolve the Supplier/service providers of all of its liabilities under this Contract except professional liability under Clause 3.4 of the General Conditions read with Clause 3.5 of the Special Conditions of the Contract.

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### **3.5 Insurance to be taken out by the Supplier/service providers**

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Supplier/service providers or their Personnel or any Sub Supplier/service providers or their Personnel, with a min cost of supplies being undertaken.
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

### **3.6 Supplier/service providers' Actions Requiring Client's Prior Approval**

The Supplier/service providers shall also clear with the Client, before commitments on any action they propose to take under the following:

- i) Issuing Variations Orders in respect of:
  - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
  - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
  - any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Supplier/service providers recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Supplier/service providers affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
  - Adverse Physical Conditions and Artificial Obstructions
  - Suspension of Works
  - Bonus and Liquidated Damages
  - Certificate of Completion of Works
  - Defects Liability Certificate

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- Forfeiture
- Special Risks
- Frustration

- vi) Final Measurement Statement
- vii) Release of Retention Money
- viii) Any change in the ratios of various currencies of payment.

### **3.8 Documents Prepared by the Supplier/service providers to be the Property of the Client**

The Client and the Supplier/service providers shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.

#### **5.1.1 Assistance**

- (a) The Client shall make available within 20 days from the Commencement Date all relevant data related to the project available with the Client.

#### **5.1.2 Coordination**

- (a) The text is replaced hereunder “The Client shall assist the Supplier/service providers to obtain any data, approval / clearance relating to the Services as required from other concerned departments and agencies”

#### **5.1.3 Approvals**

The Client shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Supplier/service providers.

#### **5.4 Services and Facilities**

Not Applicable

### **6.2 Contract Price**

All remunerations shall be paid in PKR.

### **6.3 Terms and Conditions of Payment***[Note: Terms and Conditions of Payment provided below is meant for sample reference. This may be edited if required.]*

Payments shall be made according to the following schedule:

\_\_\_\_\_  
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**6.4 Period of Payment**

(a) Not Applicable

**6.5 Delayed Payments**

Not Applicable

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## **Appendix A**

### **Description of the Services**

[Terms of reference give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]

\_\_\_\_\_  
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provider

## **Appendix B**

### **Reporting Requirements**

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal etc. If no reports are to be submitted, state here "Not applicable".]

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## Appendix C

### Key Personnel and Sub Supplier/service providers

- [List under:
- C-1 Title [and names, if already available], activities of job descriptions and working hours of key Personnel to be assigned to work and staff-months for each.
  - C-2 List of approved Sub Supplier/service providers (if already available); same information with respect to their Personnel as in C-1.]

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**Appendix D**

**Breakdown of Contract Price in Local Currency**

**Appendix F**

**(NOT APPLICABLE)**

**Services and Facilities to be provided by the Client**

**And**

**Counterpart Personnel to be Made Available  
To the Supplier/service providers by the Client**

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

The Client shall make available to the Supplier/service providers, Sub Supplier/service providers and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in this Clause at the times and in the manner specified hereunder:

(a)

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

(b)

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

(c) Rent will be charged by the Client only for the family status accommodation provided to the Personnel, in the Client's colonies, at the following rates:

Type of Accommodation

Monthly Rent (Rs)

\_\_\_\_\_  
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.....  
.....

(d) No rent will be charged for single status residences provided by the Client to the Personnel.

2. Lodge Accommodation

If requested by the Supplier/service providers, the Client shall provide lodge accommodation, if available, to all Personnel of the Supplier/service providers or the SubSupplier/service providers when on visit to various parts of the Project area or any other station where such facilities or the lodge accommodation of the Client exists (and provided that the Personnel of the Supplier/service providers or the SubSupplier/service providers visit that place in connection with the Project) under the same terms and conditions as the Client's staff is entitled.

3. Counterpart Personnel to be made available to the Supplier/service providers

The Client shall make available to the Supplier/service providers, free of charge, the following counterpart personnel in connection with carrying out of the Services:

.....  
.....

\_\_\_\_\_  
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**Appendix-E  
(Integrity Pact)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIER/SERVICE PROVIDERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

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

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

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

..... [name of Supplier/service provider] 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier/service provider] 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, Supplier/service provider, 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 GoP, except that which has been expressly declared pursuant hereto.

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

[name of Supplier/service provider] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

\_\_\_\_\_  
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Name of Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier/service provider: .....  
Signature: .....  
[Seal]

\_\_\_\_\_  
Sign & Stamp of Supplier/service provider