

# **PROJECT MANAGEMENT UNIT (PMU)**

REVAMPING OF DHQ/THQ HOSPITALS IN PUNJAB

## **Bidding Document**

### **IMPLEMENTATION OF QUEUE MANAGEMENT SYSTEM (QMS)**



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

**2020-21**

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# **Part I – Proposal Evaluation and Preparation Procedures**

## Section I. Instructions to Service Providers

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## Instructions to Service Providers (ITB)

### A. General

#### 1. Definition

- 1.1 **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Service provider.
- 1.2 **“Applicable Rules”** means the Punjab Procurement Rules 2014 (amended Jan, 2016)) governing the selection and Contract award process as set forth in this RFP.
- 1.3 **“Applicable Law”** means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- 1.4 **“Client”** means the procuring agency that signs the Contract for the Services with the selected Service provider.
- 1.5 **“Service provider”** means a legally-established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.6 **“Contract”** means a legally binding written agreement signed between the Client and the Service provider and includes all the attached documents listed in its General Conditions of Contract (**GCC**), Special Conditions of Contract (**SCC**), and the Appendices.
- 1.7 **“Data Sheet” (BDS)** means an integral part of the Instructions to Service provider (**ITB**) that is used to reflect specific conditions to supplement assignment, but not to over-write, the provisions of the ITB.
- 1.8 **“Day”** means a calendar day.
- 1.9 **“Government”** means the Government of the Punjab.
- 1.10 **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Service provider where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- 1.11 **“ITB”** means the Instructions to Service provider that provides the shortlisted Service providers with all information needed to prepare their Proposals.

- 1.12 **“LOI”** means the Letter of Invitation being sent by the Client to the Service providers.
  - 1.13 **“Proposal”** means the Technical Proposal and the Financial Proposal of the Service provider.
  - 1.14 **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Service providers.
  - 1.15 **“Services”** means the work to be performed by the Firm pursuant to the Contract.
  - 1.16 **“Sub-Service provider”** means an entity to whom the Service provider intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
  - 1.17 **“TORs”** means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Service provider, and expected results and deliverables of the assignment.
2. **Scope of Proposal**
    - 2.1 The Procuring Agency, as defined in the Proposal Data Sheet (BDS), invites Proposal s for the Services, as described in the Appendix IV – scope of services to the Contract. The name and identification number of the Contract is provided in the BDS.
    - 2.2 The successful Service provider will be expected to commence the performance of the Services by the Intended commencement Date provided in the BDS.
3. **Eligible service provider**
    - 3.1 All service providers shall provide in Section III, Proposal Forms, a statement that the Service provider (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other sections of this Proposal document. A firm that has been engaged by the Procuring Agency to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to Proposal .
    - 3.2 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government.

- 3.3 Service providers shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).
- 3.4 The Procuring Agency permits Service providers, including Consortiums, Joint Ventures and their individual members to offer services.
- 4. Conflict of Interest**
- 4.1 The Service provider is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 4.2 The Service provider has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Service provider or the termination of its Contract and/or sanctions by the Procuring Agency.
- 4.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Service provider shall not be hired under the circumstances set forth below:
- Conflicting activities*
- 4.3.1 A firm that has been engaged by the Client to provide goods, works or services other than Services for a project, and any of its affiliates, shall be disqualified from providing Services related to those goods, works or services. Conversely, a firm hired to provide Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Services resulting from or directly related to the firm's Services for such preparation or implementation. For the purpose of this paragraph, services other than Services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- Conflicting assignments*
- 4.3.2 Service Provider (including its Personnel and Sub-Service Provider) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Provider to be executed for the same or for another Client
- Conflicting relationship*



- 4.3.3 A Service Provider (including its Personnel and Sub-Service Provider) that has a business or family relationship with a member of the 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 Client throughout the selection process and the execution of the Agreement
5. **One Proposal per Service provider** 5.1 Each Service provider shall submit only one Proposal , either individually or as a partner in a joint venture. A Service provider who submits or participates in more than one Proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Service provider's participation to be disqualified.
6. **Cost of Proposal** 6.1 The Service provider shall bear all costs associated with the preparation and submission of his Proposal , and the Procuring Agency will in no case be responsible or liable for those costs.
7. **Site Visit** 7.1 The Service provider, at the Service provider's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Proposal and entering into a contract for the Services. The costs of visiting the Site shall be at the Service provider's own expense.

## B. Proposal Documents

8. **Content of Proposal Documents** 8.1 The set of Proposal documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:
- |             |                                         |
|-------------|-----------------------------------------|
| Section I   | Instructions to Service providers (ITB) |
| Section II  | Proposal Data Sheet                     |
| Section III | Proposal Forms                          |
| Section IV  | Scope of Services                       |
| Section V   | Drawings and Specifications             |
| Part II     | Conditions of Contract and Forms        |

Section A	General Conditions of Contract
Section B	Special Conditions of Contract
Part III	Appendices

8.2 The Service provider is expected to examine all instructions, forms, terms, and specifications in the Proposal documents. Failure to furnish all information required by the Proposal documents or to submit a Proposal not substantially responsive to the Proposal documents in every respect will be at the Service provider's risk and may result in the rejection of its. All sections should be completed and returned with the Proposal in the number of copies specified in the BDS.

- |                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>9. <b>Clarification of Proposal Documents</b></p> | <p>9.1 A prospective Service provider requiring any clarification of the Proposal documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in the invitation/advertisement. The Procuring Agency will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of Proposals. Copies of the Procuring Agency's response will be forwarded to all purchasers of the Proposal documents, including a description of the inquiry, but without identifying its source.</p>                                                                                                                                     |
| <p>10. <b>Amendment of Proposal Documents</b></p>    | <p>10.1 Before the deadline for submission of Proposals, the Procuring Agency may modify the Proposal documents by issuing addenda.</p> <p>10.2 Any addendum thus issued shall be part of the Proposal documents and shall be communicated in writing or by email to all purchasers of the Proposal documents. Prospective service providers shall acknowledge receipt of each addendum by email to the Procuring Agency.</p> <p>10.3 To give prospective service providers reasonable time in which to take an addendum into account in preparing their Proposals, the Procuring Agency shall extend, as necessary, the deadline for submission of Proposals, in accordance with ITB Sub-Clause 20.2 below.</p> |

## C. Preparation of Proposals

- |                                        |                                                                                                                                                                                                                                              |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>11. <b>Language of Proposal</b></p> | <p>11.1 The Proposal prepared by the Service provider, as well as all correspondence and documents relating to the Proposal exchanged by the Service provider and the Procuring Agency shall be written in the language specified in the</p> |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

BDS. Supporting documents and printed literature furnished by the Service provider shall be in same language.

- |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12. <b>Documents Comprising the Proposal</b>  | <p>12.1 The Proposal submitted by the Service provider shall comprise the following:</p> <p>12.1.1 Technical and Financial form of Proposal (in the format indicated in Section III);</p> <p>12.1.2 Proposal Security;</p> <p>12.1.3 and any other materials required to be completed and submitted by service providers, as specified in the BDS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 13. <b>Proposal Prices</b>                    | <p>13.1 The Contract shall be for the Services, as described Section IV Scope of services of contract and in the Specifications, Section V, based on the priced Activity Schedule, Section V.</p> <p>13.2 The Service provider shall fill in rates and prices, if applicable, for all items of the Services described in the Specifications (or Terms of Reference), and Appendices.</p> <p>13.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Proposals, shall be included in the total Proposal price.</p> <p>13.4 If provided for in the BDS, the rates and prices quoted by the Service provider shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Service provider shall submit with the Proposal all the information required under the Special Conditions of Contract and of the General Conditions of Contract.</p> <p>13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the cost shall be provided by the Service provider in the form of Appendices C to the Contract</p> |
| 14. <b>Currencies of Proposal and Payment</b> | <p>14.1 The price shall be quoted by the Service provider in the following currencies:</p> <p>14.1.1 for those inputs to the Services which the Service provider expects to provide from within Pakistan, the prices shall be quoted in Pak Rupees (PKR), unless otherwise specified in the <b>BDS</b>;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 15. <b>Proposal Validity</b>                  | <p>15.1 Proposals shall remain valid for the period specified in the BDS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

15.2 In exceptional circumstances, the Procuring Agency may request that the service providers extend the period of validity for a specified additional period. The request and the service providers' responses shall be made in writing or by email. A Service provider may refuse the request without forfeiting the Proposal Security. A Service provider agreeing to the request will not be required or permitted to otherwise modify the Proposal, but will be required to extend the validity of Proposal Security for the period of the extension, and in compliance with ITB Clause 16 in all respects.

**16. Proposal Security**

16.1 The Service provider shall furnish Proposal security, as part of the Proposal as **specified in the BDS**.

16.2 The Proposal Security shall be in the **amount specified in the BDS** and denominated in Pak Rupees (PKR) and shall:

16.2.1 at the service provider's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;

16.2.2 be issued by a reputable institution selected by the service provider. If the institution issuing the bond is located outside Pakistan, it shall have a correspondent financial institution located in Pakistan to make it enforceable.

16.2.3 be substantially in accordance with one of the forms of Proposal Security included in Section III, Proposal Forms (TECH 2), or other form approved by the Procuring Agency prior to Proposal submission;

16.2.4 be payable promptly upon written demand by the Procuring Agency in case the conditions listed in ITB Sub-Clause 16.5 are invoked;

16.2.5 be submitted in its original form; copies will not be accepted;

16.2.6 remain valid for a period of 28 days beyond the validity period of the Proposals, as extended, if applicable, in accordance with ITB Sub-Clause 15.2;

16.3 If a Proposal Security or a Proposal- Securing Declaration is required in accordance with ITB Sub-Clause 16.1, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal Securing Declaration in accordance with ITB Sub-Clause 16.1, shall be rejected by the Procuring Agency as non-responsive.

16.4 The Proposal Security of unsuccessful Service providers shall be returned as promptly as possible upon the

successful Service provider's furnishing of the Performance Security pursuant to ITB Clause 35.

16.5 The Proposal Security may be forfeited:

16.5.1 if a Service provider withdraws its Proposal during the period of Proposal validity specified by the Service provider on the Proposal Submission Form, except as provided in ITB Sub-Clause 15.2; or

16.5.2 if the successful Service provider fails to:

16.5.2.1 sign the Contract in accordance with ITB Clause 34;

16.5.2.2 Furnish a Performance Security in accordance with ITB Clause 35.

16.6 The Proposal Security of a JV must be in the name of the JV that submits the Proposal. If the JV has not been legally constituted at the time of proposal submission, the Proposal Security shall be in the names of all future partners as named in the letter of intent to constitute the JV.

**17. Alternative Proposals by Service providers**

17.1 **Unless otherwise indicated in the BDS**, alternative Proposals shall not be considered.

**18. Technical and Financial Proposal Format and Content**

18.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

18.2 The Financial Proposal shall be prepared using the attached Section III – Proposal Forms (FIN 1-3). It shall list all costs associated with the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items

18.3 The Service Provider may be subject to local taxes (such as: value added or sales tax or income tax/sales tax, duties, fees, levies) on amounts payable by the Client under the Agreement. Service Provider will include and clearly state all such taxes, which it is subject to pay, in the proposal

18.4 Service Provider should express the price of their services in Pakistani rupees (PKR)

## **D. Submission of Proposals**

**19. Sealing and Marking of Proposals**

- 19.1 The Service provider shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 12 (Documents Comprising Proposal). The submission can be done by mail or by hand. **If specified in the Data Sheet**, the Service provider has the option of submitting its Proposals electronically.
- 19.2 An authorized representative of the Service provider shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 19.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 19.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 19.5 The signed Proposal shall be marked **"Original"**, and its **copies marked "Copy"** as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 19.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked **"Technical Proposal"**, **"[Name of the Assignment]"**, **reference number, name and address of the Service provider, and with a warning "Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]."**
- 19.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked **"Financial Proposal"** **followed by the name of the assignment, reference number, name and address of the Service provider, and with a warning "Do Not Open With The Technical Proposal."**
- 19.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the **submission**

**address, RFP reference number, the name of the assignment, Service provider's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]"**.

- 19.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
20. **Deadline for Submission of Proposals**
- 20.1 Proposals shall be delivered to the Procuring Agency at the submission **address specified in the BDS** no later than the time and date **specified in the BDS**.
- 20.2 The Procuring Agency may extend the deadline for submission of Proposals by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Procuring Agency and the service providers previously subject to the original deadline will then be subject to the new deadline.
21. **Late Proposals**
- 21.1 The Procuring Agency will not receive any Proposal submitted after the deadline prescribed in ITB Clause 20.
22. **Modification and Withdrawal of Proposals**
- 22.1 Service providers may modify or withdraw their Proposals by giving notice in writing before the deadline prescribed in ITB Clause 20.
- 22.2 Each Service provider's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.
- 22.3 No Proposal may be modified after the deadline for submission of Proposals.
- 22.4 Withdrawal of a Proposal between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the BDS or as extended pursuant to ITB Sub-Clause 15.2 may result in the forfeiture of the Proposal Security pursuant to ITB Clause 16.

## **E. Proposal Opening and Evaluation**

23. **Proposal Opening**
- 23.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Service providers' authorized

representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are **stated in the Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 19 and 24 of the ITB.

23.2 At the opening of the Technical Proposals the following shall be read out:

23.2.1 the name and the country of the Service provider or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;

23.2.2 the presence or absence of a duly sealed envelope with the Financial Proposal;

23.2.3 any modifications to the Proposal submitted prior to proposal submission deadline; and

23.2.4 any other information deemed appropriate or as indicated in the Data Sheet.

#### 24. Technical Proposals Evaluation

24.1 Subject to provision of Clause 19 of the ITB, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

24.2 The Service provider is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 22 of this ITB. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

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

#### 25. Opening of Financial Proposals

25.1 After the technical evaluation is completed, the Client shall notify those Service providers whose Proposals were considered non-responsive to the RFP and TOR



or did not meet the minimum qualifying technical score (and shall provide information relating to the Service provider's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Service providers that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Service providers sufficient time to make arrangements for attending the opening. The Service provider's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Service provider's choice.

25.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Service providers whose proposals have passed the minimum technical score. At the opening, the names of the Service providers, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Service providers who submitted Proposals.

*Taxes*

25.3 The Service provider's Financial Proposal shall include all applicable taxes in accordance with the instructions in the Data Sheet.

**26. Financial Proposal Evaluation**

26.1 **In the case of QCBS**, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Service provider achieving the highest combined technical and financial score will be invited for negotiations.

26.2 **In the case of Least-Cost Selection (LCS)**, the Client will select the Service provider with the lowest evaluated total price among those Service providers that achieved the minimum technical score, and invite such Service provider to negotiate the Contract

- 26.3 **In the case of case of Quality Based Selection (QBS)**, the Client will select the Service provider that submitted the highest-ranked Technical Proposal, and invite such Service provider to negotiate the Contract
27. **Process to Be Transparent** 27.1 Information relating to the evaluation and comparison of Proposals and recommendations for the award of a contract shall be disclosed to service providers **10 days** before the award to the successful Service provider is notified.
28. **Clarification of Proposals** 28.1 To assist in the examination, evaluation, and comparison of Proposals, the Procuring Agency may, at its discretion, ask any Service provider for clarification of the Service provider's Proposal, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Agency may require. The request for clarification and the response shall be in writing or email, but no change in the price or substance of the Proposal shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the Proposals in accordance with ITB Clause 30.
- 28.2 No Service provider shall contact the Procuring Agency on any matter relating to its Proposal from the time of the Proposal opening to publication of evaluation report. If the Service provider wishes to bring additional information to the notice of the Procuring Agency, he should do so in writing.
- 28.3 Any effort by the Service provider to influence the Procuring Agency in the Procuring Agency's Proposal evaluation or contract award decisions may result in the rejection of the Service provider's Proposal.
29. **Examination of Proposals and Determination of Responsiveness** 29.1 Prior to the detailed evaluation of Proposals, the Procuring Agency will determine whether each Proposal:
- 29.1.1 Has been properly signed;
- 29.1.2 Is accompanied by the required securities;
- 29.1.3 And is substantially responsive to the requirements of the Proposal documents.
- 29.2 A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the Proposal documents, without

material deviation or reservation. A material deviation or reservation is one:

29.2.1 Which affects in any substantial way the scope, quality, or performance of the Services; or

29.2.2 Which limits in any substantial way, inconsistent with the Proposal documents, the Procuring Agency's rights or the Service provider's obligations under the Contract; or

29.2.3 Whose rectification would affect unfairly the competitive position of other service providers presenting substantially responsive Proposals.

29.3 If a proposal is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**30. Correction of Errors**

30.1 Proposals determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis:

30.1.1 If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;

30.1.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

30.1.3 If there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

30.2 The amount stated in the Proposal will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Service provider, shall be considered as binding upon the Service provider. If the Service provider does not accept the corrected amount, the Proposal will be rejected, and the Proposal Security may be forfeited in accordance with ITB Sub-Clause 16.5.

**31. Non-Preferential Treatment**

31.1 No service provider (domestic or foreign) shall be eligible for any margin of preference in Proposal evaluation.

## F. Award of Contract

- |                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>32. <b>Award Criteria</b></p>                                             | <p>32.1 The Procuring Agency will award the Contract to the Service provider whose Proposal has been determined to be substantially responsive to the Proposal documents and who has offered the lowest evaluated Proposal price, provided that such Service provider has been determined to be:</p> <p style="padding-left: 40px;">32.1.1 Eligible in accordance with the provisions of ITB Clause 3, and</p> <p style="padding-left: 40px;">32.1.2 Qualified in accordance with the provisions of ITB Clause 24.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p>33. <b>Procuring Agency's Right to Accept or Reject all Proposals</b></p> | <p>33.1 Notwithstanding ITB Clause 32, the Procuring Agency reserves the right to accept all Proposals, or to cancel the selection process and reject all Proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Service provider or service providers or any obligation to inform the affected Service provider or service providers of the grounds for the Procuring Agency's action.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p>34. <b>Notification of Award and Signing of Agreement</b></p>             | <p>34.1 The Service provider whose Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Proposal validity period by email, confirmed by registered letter from the Procuring Agency. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state services and other particulars that the Procuring Agency will deliver to the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract</p> <p>34.2 The notification of award will constitute the formation of the Contract. Expected data and address for award of contract is <b>specified in BDS</b>.</p> <p>34.3 The Contract, in the form provided in the Proposal documents, will incorporate all agreements between the Procuring Agency and the successful Service provider. It will be signed by the Procuring Agency and sent to the successful Service provider along with the Letter of Acceptance. Unless otherwise stated in <b>BDS or Part II</b>, within 14 days of receipt of the Contract, the successful service provider <b>shall sign the Contract</b> and return it to the Procuring Agency, together with the required performance security pursuant to Clause 35. Furthermore, the selected</p> |

service provider shall commence the services by the date specified in BDS.

34.4 Upon fulfilment of ITB Sub-Clause 34.3, the Procuring Agency will promptly return the Proposal security of unsuccessful Service providers as soon as possible.

**35. Performance Security**

35.1 Unless otherwise stated in **BDS or Part II**, within 7 days after receipt of the Letter of Acceptance, the successful Service provider shall deliver to the Procuring Agency a Performance Security in the amount and in the form (Bank Guarantee) stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract. It will be retained by the procuring agency till the successful completion of the contract.

35.2 If the Performance Security is provided by the successful Service provider in the form of a Bank Guarantee, it shall be issued either

35.2.1 At the Service provider's option, by a bank located in the country of the Procuring Agency or a foreign bank through a correspondent bank located in the country of the Procuring Agency, or

35.2.2 With the agreement of the Procuring Agency directly by a foreign bank acceptable to the Procuring Agency.

35.3 Failure of the successful Service provider to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Proposal Security.

**36. Arbitration**

36.1 Chief Secretary, Government of the Punjab will be the Arbitrator. The decision of the Arbitrator will be final and binding on the agency and the service providers.

**37. Corrupt or Fraudulent Practices**

37.1 For the purpose of this provision, the terms set forth below define corrupt or fraudulent practices:

37.1.1 **“corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, service provider or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;

37.1.2 **“fraudulent practice”** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to

obtain financial or other benefit or to avoid an obligation;

37.1.3 “**collusive practices**” is an arrangement among service providers (prior to or after Proposal submission) designed to establish Proposal prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

37.1.4 “**coercive practices**” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;

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

37.2 The Procuring Agency will reject a proposal for award if it determines that the Service provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

37.3 The Procuring Agency will declare misprocurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract,;

37.4 The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that they its representatives, directly or through an agent, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

37.5 The Procuring Agency will have the right, requiring service providers, suppliers, contractors and consultants to permit the Procuring Agency to inspect their accounts and records and other documents relating to the Proposal submission and contract performance and to have them audited by auditors appointed by the Procuring Agency.

## Section II. Proposal Data Sheet

	<b>A. General</b>		
<b>ITB clause Reference</b>	<b>PMU/P&amp;SHD/IT-1015/2020</b>		
2.1	The Procuring Agency is: <b>Project Management Unit ,Primary &amp;Secondary Healthcare Department, Government of Punjab</b>		
2.1	The name and identification number of the Contract is: <b>PMU/P&amp;SHD/IT-1015/2020</b> <b><u>Implementation of Queue Management System (QMS)</u></b>		
2.2	The Intended Date for commencement of services is:		
	<b>15 days after award of contract</b>		
3.3	A list of debarred/blacklisted firms is available at PPRA's website:		
	<a href="http://www.ppra.punjab.gov.pk">www.ppra.punjab.gov.pk</a>		
	<b>B. Proposal Documents</b>		
<b>8.2 and 19.5</b>	The number of copies of the proposal to be completed and returned shall be:		
	One (1) original, and one (1) copy		
	<b>C. Preparation of Proposals</b>		
<b>11.1</b>	This document has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.		
12.1	The proposal document to be submitted shall comprise of following:		
	1)	Technical proposal:	
		1)	Power of Attorney to sign the Proposal
		2)	Tech-DHQ
		3)	Tech-THQ
	2)	Financial proposal:	
		1)	FIN-DHQ
		2)	FIN-THQ



<b>A. General</b>	
<b>ITB clause reference</b>	
<b>2.1</b>	The Procuring Agency is: <b><u>Project Management Unit, P&amp;SHD, Government of Punjab</u></b>
<b>2.2</b>	The Intended Date for commencement of services is: <b><u>15 ( Fifteen) days after award of contract</u></b>
<b>2.1</b>	The name and identification number of the Contract is: <b><u>Implementation of Queue Management System (QMS)</u></b> Proposal / Contract Number No: <b><u>PMU/P&amp;SHD/IT-1015/2020</u></b>
<b>3.3</b>	A list of debarred/blacklisted firms is available at PPRA's website: <a href="http://www.ppra.punjab.gov.pk">www.ppra.punjab.gov.pk</a>
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<b>12.1</b>	The proposal document to be submitted shall comprise of following: <ol style="list-style-type: none"> <li><b>1. <u>Technical proposal:</u></b> <ol style="list-style-type: none"> <li>a. Power of Attorney to sign the Proposal</li> <li>b. Tech-DHQ</li> <li>c. Tech-THQ</li> </ol> </li> <li><b>2. Financial proposal:</b> <ol style="list-style-type: none"> <li>a. FIN-DHQ</li> <li>b. FIN-THQ</li> </ol> </li> <li><b>3. Proposal Security;</b></li> </ol>

	<p><b>4.</b> and any other materials required to be completed and submitted by service providers</p> <p>Technical and Financial Proposals shall be sealed separately, both enclosed in one common envelope.</p>
<b>14.1</b>	<p>The currency used for the purpose of this document is: <u>PKR (Pakistani Rupees)</u></p>
<b>15.1</b>	<p>The period of bid validity shall be <b>150</b> days after the deadline for proposal submission specified in the BDS.</p>
<b>D. Submission of Proposals</b>	
<b>20.1</b>	<p>The Procuring Agency's address for the purpose of proposal submission is</p> <p><i>Project Director, Project Management Unit, Primary and Secondary Health Department, Government of Punjab 31-E/1, Shahra-e-Imam Hussain, Gulberg III, Lahore Country: Pakistan Telephone: +92 (42) 35775360-61 Electronic mail address: <a href="mailto:Imran.khan@pmuhealth.gop.pk">Imran.khan@pmuhealth.gop.pk</a></i></p> <p>For identification of the proposal the envelopes should indicate: <b><u>Implementation of Queue Management System (QMS)</u></b></p> <p>proposal / Contract Number No: <b>PMU/P&amp;SHD/IT-1015/2020</b></p>
<b>20.1</b>	<p>The deadline for submission of proposal shall be 1130 hours, 7<sup>th</sup> <u>December 2020</u></p>
<b>19.1</b>	<p>The service provider shall <b>NOT</b> have the option of <b>submitting</b> their <b>Proposals electronically</b></p>

## E. PROPOSAL OPENING, TECHNICAL EVALUATION CRITERIA( KNOCK DOWN CRITERIA AND EVALUATION)

**23.1** Proposals will be opened at 1200 hours of the day 7<sup>th</sup> December 2020 at the following address *Project Management Unit ,31-E/1, Shahra-e-Imam Hussain, Gulberg III, Lahore*

**24**

### 4. TECHNICAL EVALUATION CRITERIA (KNOCKDOWN CRITERIA)

The Applicant/Service Provider must comply with all the mandatory parameters. In case of noncompliance of any mandatory parameter, the applicant shall be declared as non-responsive and shall not be considered for further evaluation for marking parameters.

1. An Applicant shall be a legally registered entity.
2. The applicant must be an active tax payer having National Tax Number (NTN), PST & General Sales Tax Number with documentary proof shall have to be provided by applicant(s).
3. Applicant(s) who is barred / blacklisted or disqualified either by any Government / Department / Agency / Authority would not be eligible to submit the Application. **The Applicant will submit an undertaking in this regard.**
4. Applicant must provide APIs of QMS software integration/connectivity with EMR/HIMS software (Demo presentation live required).

TECHNICAL EVALUATION CRITERIA		
Sr. No.	Description	Marks
1	Manufacturer /Authorized IT Supplier and ISO / Relevant Certifications	10
2	General Experience and Past Performance of the Firm	30
3	Managerial Capability / Technical Strength of the Firm (Approach and Methodology)	30
4	Financial Capability / Strength	30
<b>Total</b>		<b>100</b>
<b>Minimum marks required</b>		<b>65</b>

**Evaluation Criteria** (Copies of all the required documents shall be submitted)

Sr.	Parameters	Marks															
1	<p><b>Manufacturer /Authorized IT Supplier and ISO / Relevant Certification</b></p> <table border="1"> <thead> <tr> <th data-bbox="505 411 602 501">Sr. No.</th><th data-bbox="602 411 1214 501">PARAMETER</th><th data-bbox="1214 411 1344 501">MAXIMUM SCORE</th></tr> </thead> <tbody> <tr> <td data-bbox="505 501 602 562">a.</td><td data-bbox="602 501 1214 562">Manufacturer /Authorized IT Supplier (05 Marks)</td><td data-bbox="1214 501 1344 562">05</td></tr> <tr> <td data-bbox="505 562 602 625">b.</td><td data-bbox="602 562 1214 625">ISO / Relevant Certifications (05 Marks)</td><td data-bbox="1214 562 1344 625">05</td></tr> </tbody> </table>	Sr. No.	PARAMETER	MAXIMUM SCORE	a.	Manufacturer /Authorized IT Supplier (05 Marks)	05	b.	ISO / Relevant Certifications (05 Marks)	05	10						
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2	<p><b>General Experience and Past Performance of the Firm</b></p> <table border="1"> <thead> <tr> <th data-bbox="505 741 602 831">Sr. No.</th><th data-bbox="602 741 1214 831">PARAMETER</th><th data-bbox="1214 741 1344 831">MAXIMUM SCORE</th></tr> </thead> <tbody> <tr> <td data-bbox="505 831 602 1010">a.</td><td data-bbox="602 831 1214 1010"> <b>01 Project (05 Marks)</b>  <b>02 Projects (10 Marks)</b>  <b>03 Projects (15 Marks)</b>  <b>04 Projects (20 Marks)</b>  <b>05 Projects (25 Marks)</b>  <b>06 Projects or More (30 Marks)</b> </td><td data-bbox="1214 831 1344 1010">30</td></tr> </tbody> </table> <p>General Experience / Relevant Project means that the service provider is providing services i.e., QMS supplier / installation / operations to public / private organizations / institutes / hospitals in health / private sector. Each Institution/Organization/Hospital will be considered as an independent project. The Bidder shall have to provide Completion Certificate / Satisfactory Performance Certificate / Purchase Orders / payment record. In case of services provided to Public / private sector...The bidder shall have to provide proof of QMS services in public/private organizations / institutes, in order to substantiate its claim. The worth of each project should be <b>03 Million or above</b> for consideration in evaluation. Moreover, trivial / non specialized assignments shall not be considered as relevant project.</p>	Sr. No.	PARAMETER	MAXIMUM SCORE	a.	<b>01 Project (05 Marks)</b> <b>02 Projects (10 Marks)</b> <b>03 Projects (15 Marks)</b> <b>04 Projects (20 Marks)</b> <b>05 Projects (25 Marks)</b> <b>06 Projects or More (30 Marks)</b>	30	30									
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<b>f.</b>	Approach and Methodology <b>(08 Marks)</b>	08										
	<p>a. Project Manager (QMS) / Engineer (QMS)</p> <ul style="list-style-type: none"><li>16 years education, 5+ years of experience in QMS related Projects</li></ul> <p>b. Technical Manager (QMS)</p> <ul style="list-style-type: none"><li>16 years education, 3+ years of experience in QMS related Software</li></ul> <p>c. Technical officer (QMS)</p> <ul style="list-style-type: none"><li>DAE (Electrical/Electronics), 2+ years of experience</li></ul> <p>d. Software Engineer (EMR/HMIS)</p> <ul style="list-style-type: none"><li>16 years education, 2+ years relevant experience</li></ul> <p>e. Network System Engineer</p> <ul style="list-style-type: none"><li>16 years education, 2+ years relevant experience</li></ul> <p><b>Note:</b></p> <p>The bidder will provide proposed Human resource/staff (CV/degree and bank salary transactions) of project manager (QMS) / engineer (QMS) / technical Manager (QMS)/ technical Officer (QMS)/Network System Engineer.</p> <p>f. Understanding of Project &amp; Project Methodology &amp; Implementation Plan (Complete Plan along with Project Implementation Schedule)</p> <ul style="list-style-type: none"><li>Scope Management Plan <b>(2 marks)</b></li><li>Time &amp; HR Management Plan <b>(2 marks)</b></li><li>Methodology is clear and responds to TORs mentioned in bidding document. <b>(2 marks)</b></li><li>Work Plan provides a detailed activity list. <b>(2 marks)</b></li></ul> <p>The Procuring Agency may require additional information or request visit of the site / setup by its technical team, if deemed necessary.</p>											
<b>4</b>	<b>Financial Capability/Strength</b>	<table><tr><th>Sr. No.</th><th>PARAMETER</th><th>MAXIMUM SCORE</th></tr><tr><td><b>a.</b></td><td>Average Annual Turnover for last 03 Years. (duly supported by Audited Financial Statements) <b>&gt;=30 Million (10 Marks)</b> <b>&gt;=60 Million (20 Marks)</b> <b>&gt;=90 Million (30 Marks)</b></td><td>30</td></tr></table>	Sr. No.	PARAMETER	MAXIMUM SCORE	<b>a.</b>	Average Annual Turnover for last 03 Years. (duly supported by Audited Financial Statements) <b>&gt;=30 Million (10 Marks)</b> <b>&gt;=60 Million (20 Marks)</b> <b>&gt;=90 Million (30 Marks)</b>	30	<b>30</b>			
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	*Min. qualifying marks are <b>65</b> . **Technically qualified applicant may also be required to give presentation regarding methodology / entire working to be adopted for Operations and Functionality of QMS.
<b>25.3</b>	Financial Proposal shall include all applicable taxes.
<b>26</b>	Service provider shall submit financial model, reflecting revenues and cost (capital, operating) commensurate with Appendix-B (Rate List) Based on this financial forecast, the Service provider shall propose a lump sum amount to the Procuring Agency
<b>F. Award -of Contract</b>	
<b>34.2</b>	<i>Project Management Unit, Primary and Secondary Health Department, Government of the Punjab 31-E/1, Shahra-e-Imam Hussain, Gulberg III, Lahore</i>
<b>34.3</b>	Expected date for <b>the commencement of the Services:</b> <b>Fifteen (15) days</b> after Award of contract.
<b>35</b>	The Performance Security acceptable to the Procuring Agency shall be the in the Standard Form <b><u>amounting 5% of the contract amount</u></b> in shape of CDR or Irrevocable Bank Guarantee.

## Section III. Proposal Forms

Standard Proposal Forms shall be used for the preparation of the Technical and Financial Proposal according to the instructions provided in Section 2

{Notes to Service providers} shown in brackets { } throughout Section 3 provide guidance to the Service providers to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

## Table of Forms

### *Technical Proposal – Standard Form*

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<b>TECH 3: Team/Staff Composition .....</b>	<b>39</b>
<b>TECH 4: Approach, Methodology, and Workplan .....</b>	<b>40</b>
<b>TECH 5: Organization and Experience.....</b>	<b>41</b>

### *Financial Proposal – Standard Form*

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<b>FIN 3: Breakdown of Costs .....</b>	<b>46</b>



## TECH 1: Technical Proposal Submission Form

[date]

To: Project Director,  
Program Management Unit,  
31-E/1, Shahra-e-Imam Hussain, Gulberg III, Lahore

We, the undersigned, offer to provide the requested services as in accordance with your Request for Proposal dated\_ [insert date here]\_\_\_\_\_. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Service Provider (if any, otherwise delete this line)]*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 15.1.
- (c) We have no conflict of interest in accordance with ITC 4.
- (d) We meet the eligibility requirements as stated in ITC 3, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITC 37.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 34.2 and 34.3 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

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

Name of Service Provider (company's name or JV's name): \_\_\_\_\_

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

Contact information (phone and e-mail): \_\_\_\_\_

## Technical Specifications for DHQs

Sr.#	Item Description	Specifications	Unit
	Software		
1	Queue Management Software (Server)	<ul style="list-style-type: none"><li>•Queue management core features with segmentation and categories, rules based routing, multi queuing calling</li><li>•Staff work profiles and individual login</li><li>• Auto email notification and reporting to managers</li><li>• Customization ticket and text, customer feedback reporting</li><li>• Statistical data of served categories, waiting time, serving time</li><li>• Integration options with CRM, web and mobile based.</li><li>• API connectivity with REST, HTTP, Web sockets, SOAP,UTT, Mobile, JDBC</li></ul>	1
2	a. Queue Management Software (Client/User) b. (APIs) integration with EMR/HIMS software		40
	Hardware		
3	Printer (Token Machine)	5 Ticket Buttons, Ethernet Connection, Standalone PC less Printer, Built in server in Printer, Thermal printer head, no ink or toner, Multi queuing options	01
4	Printer stand floor	Optional	01
5	Room/Counter Display	Red Color LED (4 Digit) LED matrix single line in red color, connectable with bell or announcement	40
6	LED "24"	LED 24 (1366x768) Pixels Port: HDMI,VGA,USB, PC Input/Output Slim and Smart Crystal Glass Screen Warranty: 1 year	04

7	Patient Calling Terminal	Call next patient. Transfer ticket. Close counter.	25
8	55" LED TV	"55"Smart Backlight LED TV, Resolution 1920*1080 full HD, Built-in Speaker, Dynamic contrast ratio (over 1 million) Sound output 10Wx2 (stereo Dolby) HDMI ports, USB ports, PC input, Composite AV, Wall mount Bracket, Floor Stand, Power cables, remote	01
9	Android Media Device	As per need	01
10	Branded Desktop Computer	Processor: Core-i7 10th Generation (16MB Cache, 3.4GHz or Higher) Mother Board: Intel® Q Chipset Hard Disk: 1TB SATA Display/Graphic/Sound: Yes Ports: USB, 3.0/2.0 VGA/HDMI/DP Optical Drive: Multiformat DVD-Writer (Yes) Gigabit Ethernet: Yes LED: 18.5 or Higher Casing: Tower/MT Chassis. USB Keyboard & Laser Mouse: Yes 1 year Warranty.	01
11	UPS	2 KVA or Higher. LCD Display Screen Pure/Stepped Sinewave. Maintenance-free Lead-Acid Battery Backup time 15 minutes' minimum. Warranty: 1 Year	01
12	Audio Announcement Device	1 Amplifier & 7 Speakers	02
13	QMS Network Switch/HUB	QMS solution ducting/wiring, including but not limited power cable, connectors, supplies for complete solution.(any other item for execution) 42 nodes.	
14	Delivery, Installation, Commissioning, Integration, Training & Testing. Go Live.		

## Technical Specifications for THQs

Sr.#	Item Description	Specifications	Unit
	Software		
1	Queue Management Software (Server)	<ul style="list-style-type: none"><li>•Queue management core features with segmentation and categories, rules based routing, multi queuing calling</li><li>•Staff work profiles and individual login</li><li>• Auto email notification and reporting to managers</li><li>• Customization ticket and text, customer feedback reporting</li><li>• Statistical data of served categories, waiting time, serving time</li><li>• Integration options with CRM, web and mobile based.</li><li>• API connectivity with REST, HTTP, Web sockets, SOAP,UTT, Mobile, JDBC</li></ul>	1
2	a. Queue Management Software (Client/User) b. (APIs) integration with EMR/HIMS software		30
	Hardware		
3	Printer (Token Machine)	5 Ticket Buttons, Ethernet Connection, Standalone PC less Printer, Built in server in Printer, Thermal printer head, no ink or toner, Multi queuing options	01
4	Printer stand floor	optional	01
5	Room/Counter Display	Red Color LED (4 Digit) LED matrix single line in red color, connectable with bell or announcement	25
6	LED "24"	LED 24 (1366x768) Pixels Port: HDMI,VGA,USB, PC Input/Output Slim and Smart Crystal Glass Screen Warranty: 1 year	02

7	Patient Calling Terminal	Call next patient. Transfer ticket. Close counter.	20
8	55" LED TV	"55"Smart Backlight LED TV, Resolution 1920*1080 full HD, Built-in Speaker, Dynamic contrast ratio (over 1 million) Sound output 10Wx2 (stereo Dolby) HDMI ports, USB ports, PC input, Composite AV, Wall mount Bracket, Floor Stand, Power cables, remote	01
9	Android Media Device		01
10	Branded Desktop Computer	Processor: Core-i7 10th Generation (16MB Cache, 3.4GHz or Higher) Mother Board: Intel® Q Chipset Hard Disk: 1TB SATA Display/Graphic/Sound: Yes Ports: USB, 3.0/2.0 VGA/HDMI/DP Optical Drive: Multiformat DVD-Writer (Yes) Gigabit Ethernet: Yes LED: 18.5 or Higher Casing: Tower/MT Chassis. USB Keyboard & Laser Mouse: Yes 1 year Warranty.	01
11	UPS	2 KVA or Higher. LCD Display Screen Pure/Stepped Sinewave. Maintenance-free Lead-Acid Battery Backup time 15 minutes' minimum. Warranty: 1 Year	01
12	Audio Announcement Device	1 Amplifier & 7 Speakers	02
13	QMS Network Switch/HUB	QMS solution ducting/wiring, including but not limited power cable, connectors, supplies for complete solution.(any other item for execution) 32 nodes.	
14	Delivery, Installation, Commissioning, Integration, Training & Testing. Go Live.		

## TECH 2: Proposal Security

*(Proposal Security to be furnished by the Service provider in the amount specified in Data sheet in **the form of Demand Draft. Pay order or CDR**)*

## TECH 3: Team/Staff Composition

{{Please describe the structure and composition of your team/staff, including the list of the administrative and support staff. Share complete details, required in the form below, of staff that will be deployed for this service from existing staff on payroll of service provider. For new hiring, only list number, hiring methodology, time frame and criteria for hiring}}

	Name	Position	Years of Experience (General)	Years of Association with firm	Experience in Hospital cleaning
{e.g., Project Manager / Technical Lead}					
1	{e.g., Mr. Abbbb}	[e.g General Supervisor]	[- years]	[- year]	
2	{e.g., Mr. Abbbb}	[e.g Store Supervisor]	[- years]	[- year]	
3					
4					
{e.g., Technical Staff}					
1	{e.g., Mr. Abbbb}	{Male }	- years	- years	Yes
2	{e.g., Ms. Abbbb}	{Female }	- years	- years	No
3	{e.g., Mr. Abbbb}	{Engineer}	- years	- years	Yes

## TECH 4: Approach, Methodology, and Work plan

---

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

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan

- a) **Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Equipment/supplies Specification.** {Please describe the specifications of equipment listed in Appendix B-2 that will be used for the purpose of this project. You may attach brochures of equipment. Please also specify the quantity of equipment that you are proposing. After award of contract, service provider will be bound to provide the quantity and quality of equipment specified by him in this section}



## TECH 5: Organization and Experience

- 1. Individual Service providers or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Service provider: *[attach copy]*
- Place of registration: *[insert]*  
Principal place of business: *[insert]*  
Power of attorney of signatory of Proposal: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a **similar nature and volume over the last five years**. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Name of client and country	Type of Services provided (brief description) and year of completion	Duration	Value of contract
{e.g., Ministry of .....}	{e.g., "Improvement quality of.....": designed master plan for rationalization of .....; }	e.g., Jan.2011– Apr.2012} – 15 Months	{e.g., PKR 3 mill}

- 1.4 **Major items of Service Provider's Equipment** proposed for carrying out the Services. List all information regarding equipment required in Section V (Specification)/ Annexure B ..

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

**2. Joint Ventures**

- 2.1 The information listed in 1.1 - 1.4 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Proposal authorizing signature of the proposal on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
  - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**3. Additional Requirements**

- 3.1 Service providers should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 4.1, if applicable.

**CHECKLIST OF FORMS**

Required (√)	FORM	DESCRIPTION	<i>Page Limit</i>
√	TECH 1	Technical Proposal Submission Form.	N/A
“√” If applicable	TECH 1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	N/A
“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture/consortium, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	N/A
√	TECH 2	Proposal Security Form	N/A
√	TECH 3	Service provider's Organization Experience.	N/A
√	TECH 4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	N/A
√	TECH 5	Team Composition, Key Experts, admin staff etc	N/A

## FIN 1: Financial Proposal Submission Form

---

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding amount(s) currency(ies)} {Insert amount(s) in words and figures}, *inclusive of all taxes in accordance with Clause 25.3 in the Data Sheet*. The estimated amount of taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 15.1 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

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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: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

## FIN 2: Financial Model

Item	Cost	
	{Service provider must state the proposed Cost in accordance with Clause <b>14 of the Data Sheet</b> }	
	{PKR}	
Cost of the Financial Proposal per hospital (DHQ)		
Cost of the Financial Proposal per hospital (THQ)		
<b><u>Total Cost of the Financial Proposal:</u></b>		
(i) {Income Tax}		
(ii) Sales Tax		

### FIN 3: Detail Breakdown Unit Wise Cost

S#	Item Name	Unit	Unit Price	GST%	GST Amount	Total (including all taxes)
1	Ticketing Machine with stand					
2	Counter LED Display (4 Digit)					
4	Patient Calling Terminal					
5	QMS Switch/Hub					
6	Media Player Device					
7	"55" LED					
8	Cabling/Ducting & other accessories for QMS hardware networking					
9	UPS 2kva (10-15 minutes backup)					
10	Core-i7 10 <sup>TH</sup> GEN with all accessories(Intel M/B, Sound, VGA Ethernet port, HDMI port USB port, Ram 8GB, 1TB HDD, DVD,WR 18.5" LED)					
11	Calling Audio Device					
12	Amplifier & Speakers (2 Amplifier &14 speakers)					
13	QMS Software & API's					
14	Installation, Commission, Testing, Integration & Training					
15	List down any other item deems (if required) add details appropriate.					
	<b>Total</b>					

## **Section IV. Scope of Services**

**Background:**

Primary and Secondary Healthcare Department (P&SHD) (“the Employer”) delivers quality healthcare services to the community through an efficient and effective service delivery system that is accessible, equitable, culturally acceptable, affordable and sustainable. P&SHD aims to improve the health and quality of life of all, particularly women and children, through access to essential health services. The Primary and Secondary Healthcare Department strives to reform and strengthen the critical aspects of the health systems and enable it to:

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

The queue management and entry of basic information of client / customer / patients at different service delivery units and health facilities of primary and secondary healthcare department lagging behind and not performing to the optimum level due to unavailability of modern facilities and any software / infrastructure to manage the queues and entry of basic information of client / customer / patients.

**Objectives:**

The Employer intends to improve health service delivery by installing and implementing queue management system (QMS) and Basic Data Entry & Record Keeping of Client / Customer in Secretary P&S Healthcare Units at District / Tehsil level, this initiative is aimed at improvement of health service delivery in collaboration with the private sector towards the overall objective of improving health service delivery in the province. The work may entail any or more of the following components individually or collectively:

- i. Provision and Installation of QMS at designated health facilities at OPD's, Triage, Consultant office, hospital pharmacies and laboratory.
- ii. Entry / record keeping software of basic data entry of client / customer / patients integrated with QMS at registration counter, Triage, Consultant officer and hospital pharmacies.



**Scope of Services:**

The scope of service is

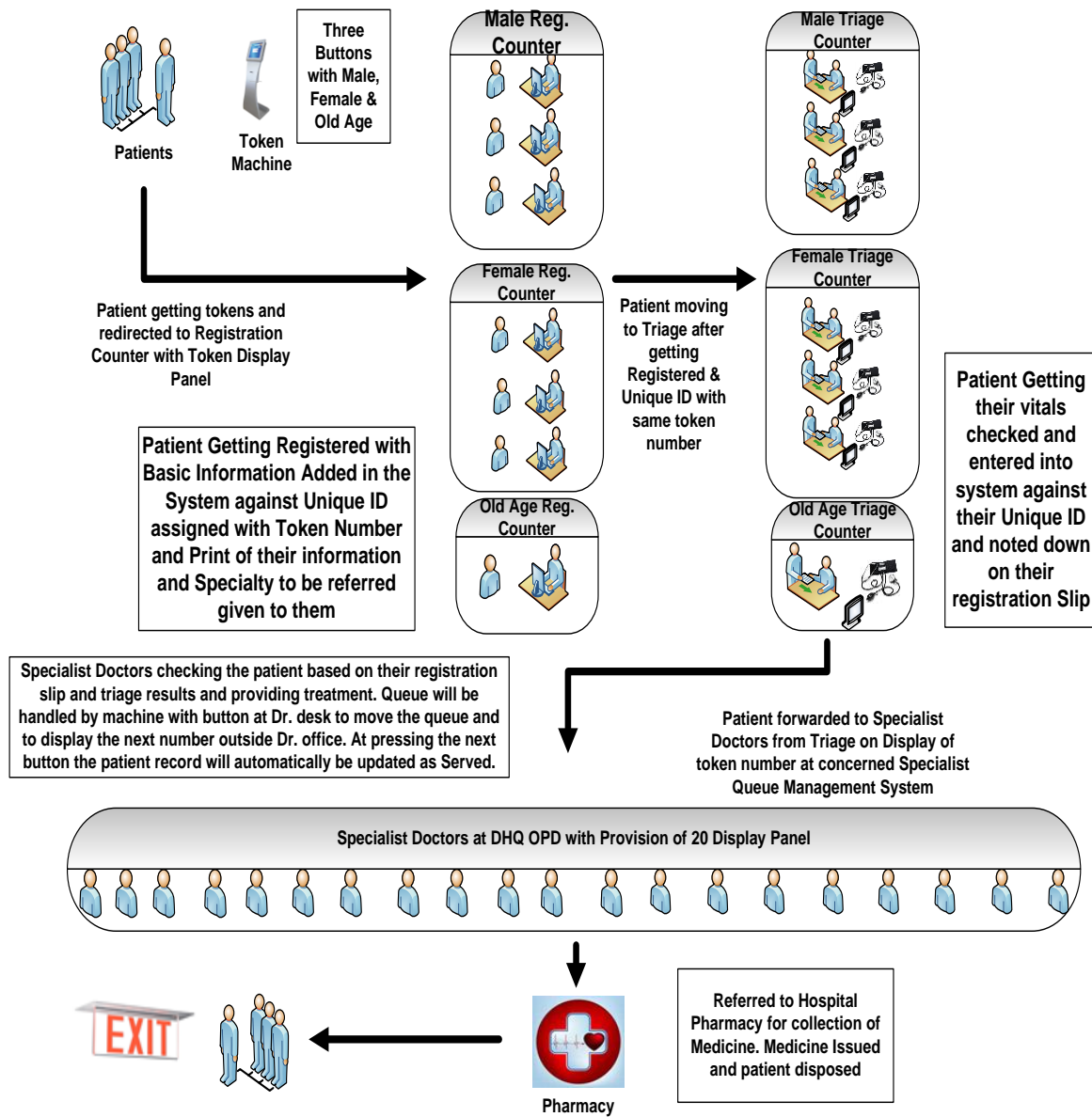
The implementation of QMS and patient data entry service software (EMR/HIMS) linked with QMS at designated DHQ & THQ defined in the lots. The list of lots and their relevant DHQ & THQ is given below

	SrNo.	Hospital name	Calendar Days
DHQs	1.	DHQ Okara	150 days
	2.	DHQ Okara South City	
	3.	DHQ Muzafargarh	
	4.	DHQ Pakpattan	
	5.	DHQ Attack	
	6.	DHQ Sheikhupura	
THQs	1	THQ Kot Addu	
	2	THQ Ahmedpur East	
	3	THQ Essa Khyel	
	4	THQ Gojra	
	5	THQ Burewala	
	6	THQ Mian Channu	
	7	THQ Noorpur Thal	
	8	THQ Shujaabad	
	9	THQ ChichaWatni	
	10	THQ Chishtian	
	11	THQ Hazro	
	12	THQ Tunsar Sharif	

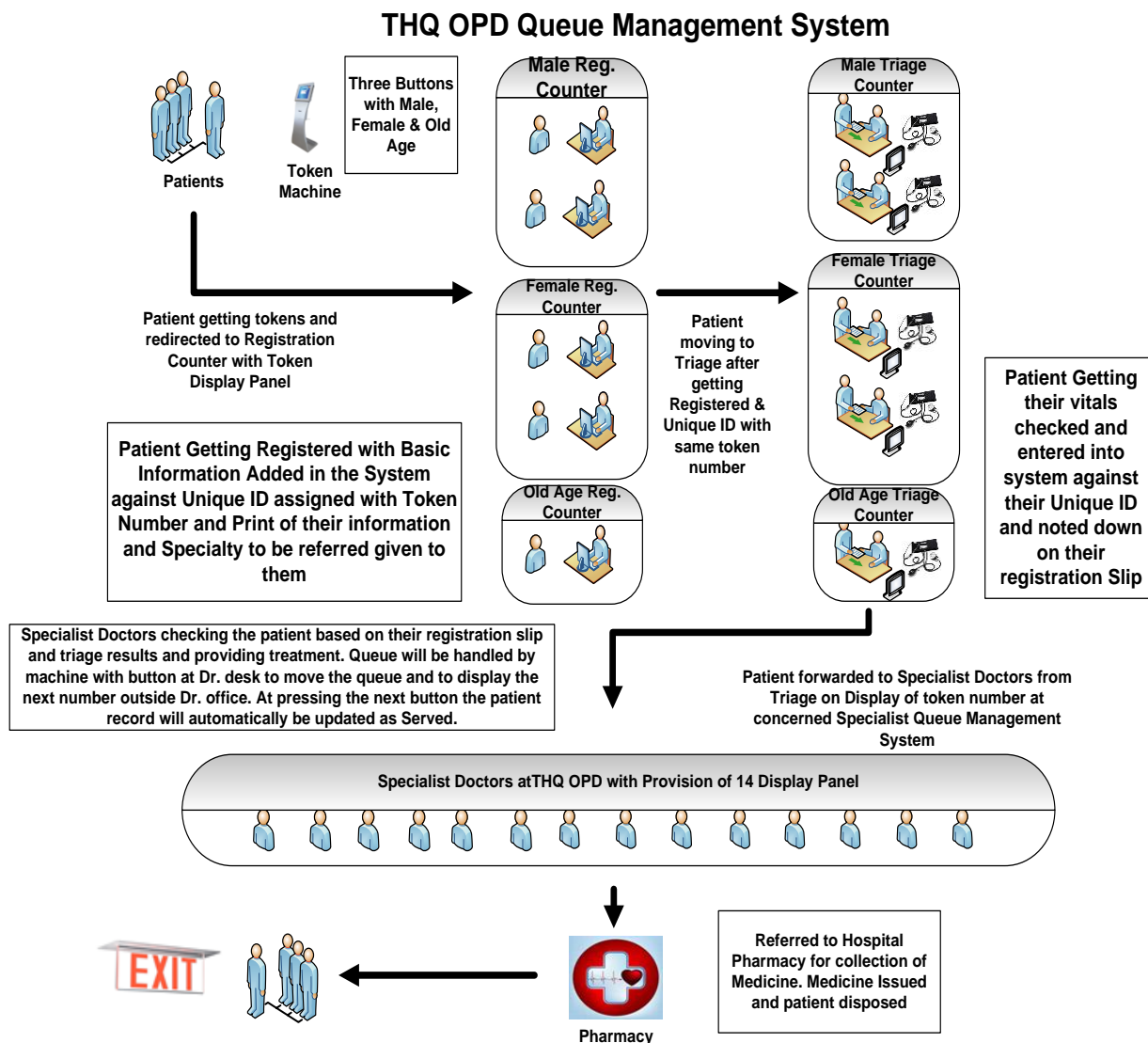
The bidder is required to supply/install the QMS and patient data entry software (EMR/HIMS) linked with QMS by keeping in view the below mentioned process flow as baseline for DHQ and THQ.

DHQ model of Queue Management System depending on the patient load and number of specialties involved in the OPD

## DHQ OPD Queue Management System



THQ model of Queue Management System depending on the patient load and number of specialties involved in the OPD



There are 40/30 counters at DHQ/THQ level including basic registration counter, triage counter, consultant office and hospital pharmacy. There is one ticketing machine with a bifurcation of male, female and old age person. The ticket will be issued to the relevant category accordingly. After receiving the ticket the said number will be blinked on male, female and old age counter. The person will move to that counter where he will be asked about his basic details which will be entered in the basic registration form software linked with QMS and that specific token / ticket number. He will also be asked about the problem he is having and accordingly the

relevant consultant / specialty area which will be relevant e.g. pediatrics, ophthalmology etc. after registering, he will take the printout and give the slip to patient / attendant along with its token number. The basic fee of OPD will be received at the registration counter and accounted for in the basic registration software linked with QMS. The same token number will be displayed on the triage counter where his vitals will be taken and written on the same registration slip available with the patient. Now, keeping in view the specialty area the token number will be displayed on the relevant consultant office and he will be checked by relevant consultant. The consultant then diagnosed the medicine or either to admit it after his examination. In case of medicine he will be sent to hospital pharmacy where again the same ticket number will be displayed. There have to be an option available with the doctor to either redirect him to the hospital pharmacy or other (medical tests, referred to IPD). On displaying the same token number at pharmacy counter the patient will move to pharmacy counter along with his token number and registration slip and take prescribed medicine. Patient will be disposed from that window and process of QMS will be completed. There will be no entry in the basic registration software on the counters of triage, doctor and hospital pharmacy.

The same process described above for DHQ will be implemented for THQ but with lesser number of counter i.e. 30. The important constraints for the systems are

- Same token number will be used at all the counters and patient will be getting the ticket from ticketing machine only once at the time of entry.
- There should be functionality in the QMS to cater for missed, skipped or delayed patient at any counter.
- There should be one LED displayed at different location in the waiting area to guide patients about the process details and to display token number along with announcement.
- There must be announcement system present at each stage i.e. Registration, Triage, Consultant and Pharmacy to call any patient who is not appearing at his term. This should be also centralized monitored as well as distributed.
- The Complete system needs to be backed-up by UPS of supported capacity and shall be the part of QMS Solution proposed by the bidder.

**Deliverables:**

- (a) Detailed Project Plan & Implementation Methodology
- (b) Hardware Supply & Installation
- (c) Software Specification/Licenses Certificate, APIs.
- (d) QMS Software Deployment/Integration with EMR/HIMS Software
- (e) Testing & Go Live
- (f) Training on QMS operation each site
- (g) User Manuals of QMS Software/Hardware
- (h) NOC/Completion Certificate each site
- (i) 1 Year Warranty & Services Undertaking
- (j) Support on site/off site (software/hardware)

**Time Schedule:**

The duration of completion of this Solution with in 150 calendar days for all 18 sites (DHQs/THQs).

One site completion time DHQ 13 calendar days

One site completion time THQ 06 calendar days

# **Section V. Drawings and Specifications**

## **LIST OF DESIGNS AND SPECIFICATIONS**

## **Part II – Conditions of Contract and Forms**

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## **DRAFT CONTRACT**

# **Implementation of Queue Management System**



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## Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.
3. Full requirements, terms and conditions of the agreement will be agreed during clarification with the technical responsive Service providers. The form and content of the negotiated contract are expected to conform closely to the draft Contract Agreement as included in these Proposal Documents. Service providers will be expected to address all of the aspects of the General Conditions of Concession Contract in their submissions

## Letter of Acceptance

*[letterhead paper of the Procuring Agency]*

*[date]*

To: *[name and address of the Service provider]*

This is to notify you that your proposal dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Amount of *[in numbers and words]*, as corrected and modified in accordance with the Instructions to Service providers is hereby accepted by our Agency.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Service provider has not objected the name proposed for Arbitrator. The second option if the Service provider has objected the proposed Arbitrator and proposed a name for a substitute, who was accepted by the Procuring Agency. And the third option if the Service provider has objected the proposed Arbitrator and proposed a name for a substitute, who was not accepted by the Procuring Agency.

We confirm that *[insert name proposed by Procuring Agency in the Proposal Data]*,

**or**

We accept that *[name proposed by Service provider]* be appointed as the Arbitrator

**or**

We do not accept that *[name proposed by Service provider]* be appointed as Arbitrator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Arbitrator in accordance with Clause 36.1 of the Instructions to Service providers

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: \_\_\_\_\_

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

Name of Agency: \_\_\_\_\_

Attachment: Contract

---

## Form of Contract

*[letterhead paper of the Procuring Agency]*

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

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

2. The mutual rights and obligations of the Procuring agency and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Procuring agency shall make payments, if any, to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Procuring agency]*

\_\_\_\_\_  
*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

\_\_\_\_\_  
*[Authorized Representative]*

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

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

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

## Section A: General Conditions of Contract (GCC)

### 1. General Provisions

#### 1.1 Definitions

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

- a) The Arbitrator is the person appointed jointly by the Procuring agency and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- e) "Procuring agency" means the party who employs the Service Provider
- f) "Foreign Currency" means any currency other than the currency of the country of the Procuring agency;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of the Punjab;
- i) "Local Currency" means Pak Rupee (PKR);
- j) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the Special Conditions to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring agency under this Contract;
- k) "Party" means the Procuring agency or the Service Provider, as the case may be, and "Parties" means both of them;

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- l) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
  - m) "Service Provider" is a person or corporate body whose Proposal to provide the Services has been accepted by the Procuring agency;
  - n) "Service Provider's Proposal" means the completed Proposal document submitted by the Service Provider to the Procuring agency
  - o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
  - p) "Specifications" means the specifications of the service included in the Proposal document submitted by the Service Provider to the Procuring agency
  - q) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Section C – Scope of services, Proposal document and attached Annexure "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law**

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

**1.3 Language**

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

**1.4 Notices**

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

**1.5 Location**

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



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|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.6 Authorized Representatives</b>                   | Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring agency or the Service Provider may be taken or executed by the officials <b>specified in the SCC.</b> |
| <b>1.7 Inspection and Audit by the Procuring Agency</b> | The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required.                  |
| <b>1.8 Taxes and Duties</b>                             | The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law                                                                                   |

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

- |                                      |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2.1 Effectiveness of Contract</b> | This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be <b>stated in the SCC.</b>                                                                                                                                                                                                                                                                          |
| <b>2.2 Commencement of Services</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>2.2.1 Work Program</b>            | Before commencement of the Services, the Service Provider shall submit to the Procuring agency for approval a Work Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Work Program as updated.                                                                                                                         |
| <b>2.2.2 Starting Date</b>           | The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be <b>specified in the SCC.</b>                                                                                                                                                                                                                                        |
| <b>2.3 Intended Completion Date</b>  | Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is <b>specified in the SCC.</b> If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities. |
| <b>2.4 Modification</b>              | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.                                                                                                                                                                                                                       |

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## **2.5 Force Majeure**

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

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

## **2.6 Termination**

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

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Procuring agency may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less forty-five (45) days; or
- (d) if the Service Provider, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this sub-clause, the terms set forth constitute corrupt or fraudulent activity:

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- i. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, service provider or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
  - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. “collusive practices” is an arrangement among service providers (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
  - iv. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
  - v. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.

**2.6.2 By the  
Service  
Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Procuring agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Procuring agency fails to pay any monies due to the Service Provider within agreed timeline pursuant to this

Contract, and not subject to dispute pursuant to Clause 7, the Service Provider shall issue first notice that such payment is overdue. After forty-five (45) days of giving written first-notice, if the procuring agency still fails to pay, service provider shall issue second written notice. After fifteen days(15) of no response on second notice, service provider may give thirty (30) days termination notice; or

- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3**  
**Suspension of Payment**

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

### 3. Obligations of the Service Provider

**3.1 General**

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

**3.2 Conflict of Interests**

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

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

<b>3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project</b>	The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
<b>3.2.3 Prohibition of Conflicting Activities</b>	<p>Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> <li>(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;</li> <li>(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to service provider to perform any activity under this Contract;</li> <li>(c) after the termination of this Contract, such other activities as may be <b>specified in the SCC</b>.</li> </ul>
<b>3.3 Confidentiality</b>	The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring agency's business or operations without the prior written consent of the Procuring agency.
<b>3.4 Insurance to be Taken Out by the Service Provider</b>	The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring agency, insurance against the risks, and for the coverage, as shall be <b>specified in the SCC</b> ; and (b) at the Procuring agency's request, shall provide evidence to the Procuring agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>3.5 Service Provider's Actions Requiring</b>	The Service Provider shall obtain the Procuring agency's prior approval in writing before taking any of the following actions:

<b>Procuring agency's Prior Approval</b>	<ul style="list-style-type: none"> <li>(a) entering into a subcontract for the performance of any part of the Services,</li> <li>(b) appointing such members of the Personnel not listed by name in Scope ("Key Personnel"),</li> <li>(c) changing the Program of activities; and</li> <li>(d) any other action that may be <b>specified in the SCC</b>.</li> </ul>
<b>3.6 Reporting Obligations</b>	The Service Provider shall submit to the Procuring agency the reports and documents specified in Scope in the form, in the numbers, and within the periods set forth in the said scope.
<b>3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring agency</b>	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring agency, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring agency, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be <b>specified in the SCC</b> .
<b>3.8 Liquidated Damages</b>	
<b>3.8.1 Payments of Liquidated Damages</b>	The Service Provider shall pay liquidated damages to the Procuring agency at the rate per day <b>stated in the SCC</b> for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount <b>defined in the SCC</b> . The Procuring agency may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
<b>3.8.2 Correction for Over-payment</b>	If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring agency shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on that sum, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.

**3.8.3 Lack of  
performance  
penalty**

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

**3.9 Performance  
Security**

The Service Provider shall provide the Performance Security to the Procuring agency no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

## **4. Service Provider's Personnel**

**4.1 Description of  
Personnel**

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

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

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

## **5. Obligations of the Procuring Agency**

**5.1 Assistance  
and  
Exemptions**

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

**5.2 Change in  
the**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service

<b>Applicable Law</b>	Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
<b>5.3 Services and Facilities</b>	The Procuring agency shall make available to the Service Provider the Services and Facilities listed under Section – C, Scope of Services. Provision of site free from all encumbrances for construction activity shall be the responsibility of the Procuring Agency, failure to provide a clear-site is a compensation event

## 6. Payments to the Service Provider

<b>6.1 Lump-Sum Remuneration</b>	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Section C and scope of services of Proposal document. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
<b>6.2 Contract Price</b>	<p>(a) The price payable in Pak Rupees (PKR) is set <b>forth in SCC</b>.</p> <p>(b) The price payable in foreign currency is set <b>forth in the SCC</b>.</p>
<b>6.3 Payment for Additional Services</b>	6.3.1 For the purpose of determining the price for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the price is to be provided in Appendix C.

## 7. Quality Control

<b>7.1 Identifying Defects</b>	The principle and modalities of Inspection of the Services by the Procuring agency shall be as <b>indicated in the SCC and scope of services</b> . The Procuring agency shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring agency considers may have a Defect. The building defects liability period is 4 months, starting from date mentioned on "Completion Certificate".
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**7.2 Correction of Deficiencies, and Non-Performance Penalty**

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

## 8. Settlement of Disputes

**8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Settlement**

8.2.1 If any dispute arises between the Procuring agency and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Arbitrator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Arbitrator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

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

## Section B. Special Conditions of Contract

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.1	The Adjudicator is: <b><u>Project Director, Project Management Unit P&amp;SHD</u></b>
1.1	The contract name is: <b><u>Implementation of Queue Management System (QMS)</u></b>
1.1	The Procuring agency is : <b><u>Project Management Unit, P&amp;SHD, Government of Punjab</u></b>
1.2	The Applicable Law is: <b><u>Laws of Islamic Republic of Pakistan</u></b>
1.3	The language is: <b><u>English</u></b>
1.4	<p>The addresses are:</p> <p>Procuring agency:  <i>Project Management Unit, Primary and Secondary Health Department, Government of Punjab</i>  <i>31-E/1, Shahra-e-Imam Hussain, Gulberg III, Lahore</i>            Attention: <b><u>Project Director, PMU</u></b>            Tel: _____            Email: <a href="mailto:procurement.pmu.psh@gmail.com">procurement.pmu.psh@gmail.com</a> and  <a href="mailto:Imran.khan@pmuhealth.gop.pk">Imran.khan@pmuhealth.gop.pk</a></p> <p>Service Provider: _____            Attention: _____            Tel: _____            Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring agency:  <b><u>Project Director, PMU</u></b>            For the Service Provider: _____</p>

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
2.1	The date on which this Contract shall come into effect is <b>20-12-2020</b>
2.2.2	The Starting Date for the commencement of Services is <b>5<sup>th</sup> January 2021</b> .
2.3	The Intended Completion Date is: <b><u>05-05-2021</u></b>
3.8.1	The liquidated damages rate is <b><u>0.1%</u></b> per day The maximum amount of liquidated damages 5% of contract amount.
6, 6.2(a)	The amount in Pak Rupees is:
6.5	Payment shall be made within <b><u>30 (Thirty)</u></b> days of receipt/complete documents along with of the invoice and the relevant documents

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## **Section C: Scope of Services**

***{Same as described in detail in “Section IV. Scope of Services” of the  
Proposal document}***

## **Part III – Appendices**

**Appendix A — Schedule of Payment and Reporting Requirement**

**Appendix B — Key Personnel, Rate list and Equipment**

**Appendix C — Cost breakdown and Performance Guarantee Form**

**Appendix D — Hospital Wise – Staff, Equipment and Supplies requirement**

## Appendix A — Schedule of Reporting & Payments

A-2.1 Weekly Progress Report

A-2.2 100% Payment will be made individual DHQ or THQ upon the site  
100% live

## **Appendix B — Key Personnel, Utilities and Equipment**

- List under:*
- B-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work, and staff-months for each.*
  - B-2 Tentative List of Equipment, with specifications, to be provided by service provider.*

**Appendix C:**



## **C2 - Performance Security**

***(Performance Security to be furnished by the Service provider in the amount specified in Data sheet /SCC in the form of Demand Draft. Pay order or C***

