

PROJECT MANAGEMENT UNIT

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

REFERENCE. NO. P&SHD/PMU/RFP/OS-W&D/2020



**Primary & Secondary
Healthcare Department**

REQUEST FOR PROPOSAL

**RFP FOR SUPPLY CHAIN MANAGEMENT SERVICES
INCLUDING WAREHOUSING / STORAGE, LOGISTICS /
DISTRIBUTION.**

(December - 2020)



To

1.M/s Emirates Supply Chain Services Pvt. Ltd

46-K.M. Multan Road, Nathay Khalsa,
Manga Mandi , Lahore, Pakistan.

info@emirateslogistics.net

049-111742723

2.M/s PKG International Shipping & Logistics Ltd

PKG House, 28-C, OPF Housing Society,
Khayaban-e-Jinnah Lahore, Pakistan.

info@pkginternational.com.pk

042-111111754

3.M/s TCS Logistics Pvt. Ltd

101-104, Civil Aviation Club Road,
Karachi, Pakistan.

tahreen.asghar@tcs.com.pk

021-111123456

**SUBJECT: LETTER OF INVITATION FOR THE RFP OF “SUPPLY CHAIN
MANAGEMENT SERVICES INCLUDING WAREHOUSING / STORAGE,
LOGISTICS / DISTRIBUTION” FOR PMU-P&SHD**

Dear Concern(s),

Subject cited Request for Proposal (RFP) has been addressed to the aforementioned service providers which have been declared pre-qualified according to Notification number NO.PMU/P&SHD/OS/716 in accordance with prequalification advertisement IPL NO. 7437 (annexed), by Project Management Unit (PMU), Primary & Secondary Healthcare Department, Govt. of the Punjab. You are therefore sensitized to submit your response(s) according to annexed Request for Proposal (RFP) by following the below mentioned instruction;

- i. Proposals must be in form of separate and sealed technical and financial proposals, which must be submitted not later than 16th December, 2020 till 11:00 a.m. having the scheduled opening time on the same day on 11:30 a.m. The Service provider will be selected using: **Single Stage Two Envelope (SSTE) method**, in accordance with the Punjab Procurement Regulatory Authority Rules, 2014.
- ii. It is mandatory for proposals to be made using the Standard Forms of the Proposals Document. If any information required in the forms is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation.

- iii. Applicants must submit original “**Technical Proposal**” and “**Financial Proposal**” on the prescribed forms given in the Proposals documents, separately sealed, signed & stamped, must be delivered to the address given below by not later than.
- iv. The Technical Proposal will be opened on the same day at **11:30. am** in the presence of the representatives of the Applicants who may wish to attend.
- v. The Financial Proposal of only Technically Responsive Applicant will be opened.

PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT
31-E/1, Shahrah-e-Imam Hussain, Gulberg-III, Lahore
E-mail: outsourcing.pmu@gmail.com
Tel: 042-99231203

PART – I REQUEST FOR PROPOSAL

SECTION - I: INSTRUCTIONS TO APPLICANTS

Instructions to Applicants (ITP) shall not be modified, except in accordance with the provisions of PPR, 2014. Any necessary changes, acceptable to the Government of Punjab, or Procuring Agency, to address specific issues, shall be introduced only through the proposals data sheet.

A. DEFINITIONS

- (a) **Additional Space** means space that may be requested by the Procuring Agency
- (b) **Proposals** means the Technical & Financial Proposals.
- (c) **Proposals(s)** means documents required to be submitted in response to an ITP to Proposals (ITP).
- (d) **Proposals Data Sheet (PDS)**, means such part of the Instructions to Applicants used to reflect specific conditions.
- (e) **Applicant(s)** means any entity or person that may provide or provides the Services to the Procuring Agency under the Contract.
- (f) **Procuring Agency** means Project Management Unit (PMU), Primary & Secondary Healthcare Department, Government of Punjab, 31 E/1 Gulberg III, Lahore.
- (g) **Confirmation** means confirmation in writing.
- (h) **Service provider** means the successful Applicant with whom the Procuring Agency would sign a Contract.
- (i) **Contract** means the contract proposed to be entered into between the Procuring Agency and the Applicant, including all attachments, appendices, and all document incorporated by reference therein.
- (j) **Contract Price** means price payable to the Service provider under the contract for the full and proper performance of its contractual obligations.
- (k) **Day** means working day.
- (l) **Fraudulent and Corrupt Practices** will have the same bearing and meaning as are defined in the PRA-2014.
- (m) **Government** means the Government of the Punjab (GoPb) and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.
- (n) **Storage Space** means the space utilized by the procuring agency
- (o) **In writing** means communicated in written form e.g. by registered mail/ email, delivered with proof of receipt.

- (p) **Instructions to Applicants** (ITP) means the document, which provides shortlisted Applicants with all information needed to prepare their Proposals.
- (q) **Letter of Invitation** (LOI) included in the RFP to be sent by the Procuring Agency to the pre-qualified Service Providers.
- (r) **Person** means individual, association of persons, firm, company, corporation, institution and organization, etc. having legal capacity.
- (s) **Procurement Methods** means any one of the procurement modes/ methods as provided in the PPR, 2014 published by the Punjab Procurement Regulatory Authority, Government of the Punjab.
- (t) **Proposal** means the Technical Proposal and the Financial Proposal for the provision of the products and services submitted by a Applicant in response to this Proposals Document.
- (u) **PC** means the Procurement Committee / evaluation committee, constituted for the purpose of evaluating the technical proposals received.
- (v) **RFP** means Request for Proposals, including any amendments that may be made by the Procuring Agency for the selection of Applicant.
- (w) **SRFP** means Standard RFP.
- (x) **Service(s)** means the work to be performed by the Service provider pursuant to the Contract.
- (y) **Sub-contractor(s)** means any person(s) or entity(s) to whom the Applicant would sublet any part of the services, if explicitly allowed by the procuring agency.
- (z) **Works** means work to be done by the Service provider under the Contract.

B. INTRODUCTION

1. Scope of Proposals and Source of Funds

1.1 The Procuring Agency intends to receive Proposals for the Services summarized in the section I. Applicants will be selected in accordance with the method of selection specified. The Applicant must quote for the complete scope of service. Any Proposals covering partial scope of services will be rejected as non-responsive.

1.2 The Procuring Agency has arranged funds from the Government of the Punjab.

2. Eligible Services

1. 2.1 All Services to be supplied under this Contract shall have their origin in eligible countries as per ITPs and all expenditures made under the Contract will be limited to such Goods and Services, if agreed otherwise.

3. Cost of Proposals

3.1 The Applicant shall bear all costs associated with the preparation and submission of its Proposals and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Proposals process.

C: PREPARATION OF PROPOSALS

4. Contents of RFPs

4.1 In addition to invitation for Proposals, the RFPs are those stated below, and should be read in conjunction with any Addendum issued.

1. Instructions to Applicants & PROPOSAL Data
2. Schedules to Proposals comprising the following:

Financial Schedule

- i) Schedule A to Proposals: Schedule of Prices

Technical Schedule

- i) Schedule B to Proposals: Technical Proposal Form
- ii) Schedule C to Proposals: Past Performance & Relevant Experience
- iii) Schedule D to Proposals: Methods of Performing Services
- iv) Schedule F: Services to be Performed by Sub-Service Providers
- v) Schedule G to Proposals: Integrity Pact

Other Forms

- i) Form of Proposals Security
 - ii) Form of Performance Guarantee
3. Scope of Work

5. Clarification of RFPs

5.1 A prospective Applicant requiring any clarification(s) in respect of the RFPs may notify the Procuring Agency at the Procuring Agency's address indicated in the ADS.

5.2 The Procuring Agency will respond to any request for clarification within a day which it receives earlier than five (5) Days prior to the deadline for the submission of Proposals.

6. Amendment of RFPs

6.1 At any time prior to the deadline for submission of Proposals, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Applicant, modify the RFPs by issuing addendum.

6.2 Any addendum thus issued shall be part of the RFPs pursuant thereof, and shall be communicated in writing to all recipients of RFP after its approval.

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

7. Language of Proposals & Notifications

- 7.1** The Proposals prepared by the Applicant and all correspondence and documents relating to the Proposals, exchanged between the Applicant and the Procuring Agency shall be written in the English language. Whereas, any printed literature furnished by the Applicant may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the quotation, the English translation shall govern.
- 7.2** Announcements and notifications shall be made through registered mail or may be delivered by hand against signature. The Procuring Agency may make announcements through electronic mail.
- 7.3** Notifications through electronic mail will be made by using the official electronic mail address of the Procuring Agency.

8. Documents Comprising the Proposals

- 8.1** The Proposals prepared by the Applicant shall comprise of the following documents:
- Covering Letter
 - Form of Proposals duly filled, signed and properly sealed.
 - Scheduled to Proposals duly filled and initialed, in accordance with the instructions contained therein.
 - Bid Security furnished in accordance with instructed discipline.
 - Power of Attorney on legal paper on behalf of organization's management.

9. Sufficiency of Proposals

- 9.1** Each Applicant shall satisfy himself before proposal as to the correctness and sufficiency of his proposals and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the services stipulated in scope of work, which is part and parcel to this document.
- 9.2** The applicant is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the Proposals and entering into a Contract for execution of the Services.

10. Proposals Prices, Currency of Proposals and Payment

- 10.1** The Applicant shall fill up the Schedule of Prices (Schedule A to Proposals) indicating the unit rates and prices of the Services to be performed under the contract. Prices in the Schedule shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2** During the Applicant's performance of the Contract, unless otherwise stipulated in the Contract, prices quoted by the Applicant shall remain fixed and not subject to variation on any account.
- 10.3** The unit rates and prices in the Schedule of Prices shall be quoted by the applicant in

the currency as stipulated in proposal.

11. Documents Establishing Applicant's Eligibility and Qualification

11.1 Applicant must possess capability and the experience as stipulated in proposal and the qualification criteria stipulated in the RFP.

11.2 Applicant shall furnish, as part of its Proposals, documents establishing the applicant's eligibility to proposals and its qualifications to perform the contract.

12. Documents Establishing Services' Conformity to RFPs

12.1 The documentary evidence of the Services' conformity to the RFPs may be in the form of literature, maps and data and the Applicant shall furnish documentation as set out in proposal.

13. Proposals Security/Bid Security

13.1 Each Applicant shall furnish, as part of its proposals, a proposal security equivalent to the amount stipulated in either in the form of any financial instrument / Call Deposit Receipt / Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the procuring Agency, valid for a period up to one eighty days (180) Days beyond the proposals validity date. In case of the guarantee is from a foreign bank, it shall be counter guaranteed by a scheduled bank in Pakistan.

13.2 Any Proposals not accompanied by an acceptable proposals security shall be rejected by the procuring agency as non-responsive.

13.3 The proposals security of unsuccessful applicants will be returned upon award of Contract to the successful Applicant or on the expiry of validity of Proposals Security whichever is earlier.

13.4 The Proposals Security of the successful applicant will be returned when the Applicant will furnished the required Performance security, pursuant to relevant clause and signed the contract, pursuant to all clauses.

13.5 The Proposals Security may be forfeited under either of the following circumstances:

- (a) if an applicant withdraws his proposals during the period of proposals validity; or
- (b) if an applicant does not accept the correction of his proposals price.
- (c) in the case of a successful applicant, if he fails to furnish the required performance security., or
- (ii) sign the contract, in accordance with procuring agency.

14. Validity of Proposals, Format, Signing and Submission of Proposals

14.1 Proposals shall remain valid for the period stipulated in the Proposal after the date of Proposals opening.

- 14.2** All Schedules to Proposals are to be properly filed, completed and signed.
- 14.3** No alteration is allowed in the Form of Proposals. In case of any alteration the Proposals shall be rejected.
- 14.4** Each Applicant shall prepare Original and number of copies specified in the proposal of the documents comprising the proposals as described and clearly mark them “ORIGINAL” and “COPY” as appropriate and keep the “COPY” with itself in printed and electronic form. In the event of discrepancy between them, the original shall prevail.
- 14.5** The original and all copies of the proposals shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). The authorized person or persons shall be named by submitting a written Power of Attorney, notarized by local notary public, authorizing him to sign proposals documents and to act on behalf of the Applicant. All pages of the Proposals documents shall be initialed by the authorized person or persons along with the affixed official seal.
- 14.6** The proposals shall be delivered in person or sent by registered mail at the address as given in proposal.

D. SUBMISSION OF PROPOSALS

15. Deadline for Submission, Modification & Withdrawal of Proposals

- 15.1** Sealed proposals must be received by the procuring agency at the address provided in proposal not later than the time and date stipulated therein.
- 15.2** Proposals submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3** Any proposals received by the procuring agency after the deadline for submission prescribed in proposal will be returned unopened to such applicant.
- 15.4** Any applicant may withdraw his proposal after proposals submission provided that the modification or written notice of withdrawal is received by the procuring agency prior to the deadline for submission of proposals.
- 15.5** Withdrawal of a proposals during the interval between the deadline for submission of Proposals and the expiration of the period of Proposals validity specified in the Form of Proposals may result in forfeiture of the proposals security.

E. PROPOSALS OPENING AND EVALUATION

16. Proposals Opening

- 16.1** A committee consisting of nominated members by the Procuring Agency will open the proposals (including withdrawals, substitution and modifications made in the presence of Applicants’ representatives who choose to attend, at the time, date and location.. Technical Proposals will be opened first, at the end of the evaluation of the technical proposals, the procuring agency will invite technically responsive applicants, eligible

for award, to attend opening of the financial proposals.

- 16.2** The applicant's name, proposals prices, unit rates, any discount offered as allowed in PRA-2014, proposals modifications, substitutions and withdrawals, the presence or absence of proposals security, and such other details as the procuring agency at its discretion may consider appropriate, will be announced by the procuring agency at the proposals opening. The procuring agency will record minutes of proposals opening.

17. Clarification of Proposals

- 17.1** To assist in the examination, evaluation and comparison of proposals according to PRA 2014, the committee may, at its discretion, ask the applicant for a clarification of its proposals. The request for clarification and the response shall be in writing and no change in the price or substance of the proposals shall be sought, offered or permitted.

18. Preliminary Examination & Determination of Responsiveness of Proposals

- 18.1** Prior to detailed evaluation, the evaluation / procurement committee will determine the responsiveness of the Proposals in the following manner: The Committee will examine the proposals to determine whether;

Technical areas

- (i) The proposals is complete and does not deviate from the scope;
- (ii) Completion period offered is within specified limits;
- (iii) Applicant meet the desired eligibility criteria including the requisite experience;
- (iv) Proposals does not deviate from basic technical requirements;
- (v) Proposals is generally in order;
- (vi) Required sureties have been furnished; and
- (vii) Documents have been properly signed.

Financial areas

- (i) Proposals is valid till required period;
 - (ii) Proposals prices are the same during currency of Contract if it is a fixed price Proposals; and
 - (iii) No computational error has been made.
- (b) The proposals shall not to be considered, if:
- (i) It is unsigned;
 - (ii) Its validity is less than specified period;
 - (iii) It is submitted for incomplete scope of work;
 - (iv) It indicates completion period later than specified;
 - (v) It indicates that the works and services materials to be supplied do not meet eligibility requirements;
 - (vi) It indicates that Proposals prices do not include the amount of taxes;

- (vii) It indicates alteration in Form of Proposals;
- (vix) It is received after the deadline for submission of Proposals;
- (xv) It is submitted through fax, telex, telegram or email;
- (xvi) It indicates that prices quoted are not firm during currency of the Contract whereas the Applicants are required to quote fixed price(s);
- (xvii) The Applicant refuses to accept arithmetic correction;
- (xviii) It is materially and substantially different from the conditions/ Specifications of the RFPs; and
- (xix) Submission of Conditional Proposals.

After determining the responsiveness of Proposals, further action on technical evaluation will be taken.

18.2 Arithmetical errors will be rectified on the following basis:

- If the applicant does not accept the corrected amount of proposals, his proposals will be rejected and his proposals security forfeited.

18.3 Prior to the detailed evaluation, pursuant to relevant clause the evaluation committee will determine the substantial responsiveness of each Proposals to the RFPs. For purpose of these clauses, a substantially responsive proposals is one which conforms to all the terms and conditions of the RFPs without material deviations.

A material deviation or reservation is one:

- (i) which affect in any substantial way, the scope, quality or performance of the works;
- (ii) which limits in any substantial way, inconsistent with the RFPs, the Procuring Agency rights or the Applicant's obligations under the Contract; or
- (iii) Whose rectification/adoption would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals?

The Evaluation/ Procurement Committee's determination of a Proposals responsiveness will be based on the contents of the Proposals itself without recourse to irrelevant evidence.

18.4 A proposals determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the applicant by correction.

18.5 Any minor informality or non-conformity or irregularity in a proposals which does not constitute a material deviation may be waived by procuring agency, as long as the waiver does not prejudice or affect the relative ranking of any applicant.

19. Conversion to Single Currency

19.1 To evaluate evaluation and comparison, the evaluation committee will convert all proposals prices, expressed in the amounts in various currencies in which proposals

price is quoted, to Pak rupees.

20. Detailed Evaluation of Proposals

20.1 Only the proposals previously determined to be substantially responsive pursuant to, will be evaluated and compared in detail by the Procuring Agency as per the requirements given hereunder:

20.2 Evaluation and Comparison of Proposals

(a) Proposals will be evaluated for complete scope of work.

(b) Basis of price comparison

The prices will be compared on the basis of the lowest evaluated proposals price.

(c) Technical Evaluation

It will be examined in detail whether the services offered by the applicant comply with the technical provisions of the RFP. For this purpose, personnel capabilities, equipment and services standards offered by the applicant will be reviewed for which the applicant's data submitted with the proposals will be compared with the technical features/criteria prescribed by the procuring agency in scope of work. Other technical information submitted with the proposals regarding the scope of work will also be reviewed including importations, if any, required.

21. Process to be Confidential

21.1 No applicant shall contact procuring agency on any matter relating to its proposals from the time of the proposals opening to the time the proposals evaluation result is announced by the procuring agency.

21.2 Any effort by an applicant to influence procuring agency in the proposals evaluation, proposals comparison or contract award decisions may result in the rejection of his proposals.

22. Post Qualification

22.1 The procuring agency, at any stage of the proposals evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or service provider's capacities, may require the service providers to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not. Provided that such qualification shall only be laid down after recording reasons thereof in writing.

22.2 The evaluation will take into account the applicant's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the applicants' qualifications submitted, as well as such other information required in the RFP.

23. Award Criteria & Procuring Agency's Right

- 23.1** The procuring agency will award the contract to the applicant whose proposals has been determined to be substantially responsive to the RFP and who has offered the lowest evaluated proposals price, provided that such applicant has been determined to be qualified to satisfactorily perform the contract in accordance with the provisions.
- 23.2** The procuring agency reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals, at any time prior to award of contract, without thereby incurring any liability to the affected applicants or any obligation to inform the affected applicants of the grounds for the procuring agency 's action except that the grounds for its rejection of all proposals shall upon request be communicated, to any applicant who submitted a proposals, without justification of the grounds. Notice of the rejection of all the proposals shall be given promptly to all the applicants.

24. Notification of award & signing of contract

- 24.1** Prior to expiration of the period of proposals validity prescribed by the procuring agency, the procuring agency will notify the successful applicant(s).
- 24.2** After furnishing of acceptable performance security under the contract, the procuring agency will send the successful applicant the form of contract, incorporating all contracts between the parties.
- 24.3** The formal contract between the procuring agency and the successful applicant shall be executed within seven (7) days of the receipt of form of contract by the successful applicant from the procuring agency.

25. Performance security

- 25.1** The successful applicant shall furnish performance security (Bank guarantee/ CDR / Financial Instrument), 5% of the awarded work/purchase order procuring agency of the contract amount in the form and the amount stipulated in the contract within a directed period after the receipt of letter of acceptance.
- 25.2** The performance security shall be in the form of Bank guarantee/ CDR / Financial Instrument, issued by the scheduled bank as per "State bank of Pakistan" in favor of procuring agency. In case the performance security is from a foreign bank, it shall be counter guaranteed by a scheduled bank of Pakistan.
- 25.3** Failure of the successful applicant to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposals security.

26. Integrity pact

- 26.1** The applicant shall sign and stamp the form of integrity pact provided in annexure of RFP for all procurement contract(s). Failure to provide such integrity pact at the signing of the contract shall make the proposals non-responsive.

SECTION - II: PROPOSAL SHEET

The following specific data for the services to be procured shall complement, supplement, or amend the provisions.

A. General

1. Procuring Agency: Project Management Unit, Primary & Secondary Healthcare Department.
2. The Procuring Agency has arranged the funds from the Government of the Punjab.
3. Name of Contract “Supply Chain Management Services Including Warehousing / Storage, Logistics / Distribution”
4. The procurement shall be made under PRA 2014 “Single Stage Two Envelop (SSTE) process”.
5. The Proposals Security of **Rs. 570,000** shall be furnished in the form of financial instrument/ CDR / Pay Order/ Bank Guarantee from the scheduled Bank as per “State Bank of Pakistan” in favour of Procuring Agency “**Project Management Unit, Primary & Secondary Healthcare Department**”.
6. Each applicant shall prepare original and number of copies specified in the proposal of the documents comprising the proposals as described in relevant clause and clearly mark them “original” and “copy” as appropriate and keep the “copy” with itself in printed and electronic form. In the event of discrepancy between them, the original shall prevail. Proposals to be delivered as per PRA 2014 for single stage two envelope procedure. Original proposals (except financial forms and schedule) along with all copies shall be placed in a sealed, stamped and duly signed enveloped marked “technical proposal”.
7. Similarly, the financial proposal (form of proposals & schedule of prices) shall be placed in a sealed, stamped and duly signed enveloped clearly marked “financial proposal” followed by the name of assignment and with warning “do not open with the technical proposal”.
8. The envelope containing the technical and financial proposals shall be properly sealed, stamped and duly signed and shall be placed into an outer envelope and sealed, stamped and duly signed and properly marked as *proposal for* “Supply Chain Management Services Including Warehousing / Storage, Logistics / Distribution”
9. The proposals should remain valid for **one eighty days (180) days** from the last date for submission of proposals.
10. Deadline for submission of Proposals is December the 16th, 2020 maximum by 11:00 am
11. Venue for bid submission is Project Management Unit, Primary & Secondary Healthcare Department, 31-E/1, Shakra-e-Imam Hussain, Gulberg-III, Lahore.
12. The financial proposals of the “technically responsive” applicant(s) will be opened at a date provided later on. The sealed financial proposals of “technically non-responsive” applicants will be returned unopened.

13. Proposals shall be quoted entirely in Pakistani Rupees only.
14. The applicant shall submit performance security equivalent to 5% of the awarded work/purchase order directed by the procuring agency of the total contract for both warehousing & transportation individually.
15. The performance security shall be in the form of bank guarantee/ CDR/ financial instrument issued by the scheduled Bank as per “State Bank of Pakistan” in favor of Procuring Agency “Project Management Unit Primary & Secondary Healthcare Department”. In case the performance security is from a Foreign Bank, it shall be counter guaranteed by a scheduled bank of Pakistan.

B. Preparation and Submission of Proposals

Evaluation and Comparison of Proposals are;

- (a) Proposals will be evaluated for their responsiveness to the complete scope of work.
 - (b) Proposals must also be compliance with PQD stipulated conditions.
 - (c) Basis of price comparison - the proposals shall be evaluated on the basis of the qualified, responsive lowest Evaluated Proposals.
 - (d) Technical Evaluation will be examined in detail whether the services offered by the Applicant comply with the Technical Provisions of the RFPs. For this purpose, Personnel capabilities, equipment and services standards offered by the Applicant will be reviewed for which the Applicant’s data submitted with the Proposals will be compared with the technical features/criteria prescribed by the Procuring Agency in Scope of work PART III. Other technical information submitted with the Proposals regarding the Scope of Work will also be reviewed.
- (iii) The criteria for evaluation of technical Proposals shall be as per following details:

Relevant Experience of the Firm			Section Score
Sr.1	PARAMETER	SCORE	10
a.	Operational Warehouses in 3 divisions of any Province	Maximum Score = 5	
b.	Transportation operations in 3 divisions/ zones (North, Centre, South) of any Province	Maximum Score = 5	
<i>Applicant must furnish relevant documents for the declaration of operational aspects for both points (a&b)</i>			
General Experience and Past Performance of the Firm			
Sr.2	PARAMETER	SCORE	35
a.	Warehouse Management Projects	Maximum Score = 8	
	01 Project	1	
	02 Projects	2	
	03 Projects	3	
	04 Projects	4	
	05 Projects	5	
	06 Projects	6	
	07 Projects	7	
	08 Projects or More	8	
b.	Distribution / Logistics / Transportation Management Projects	Maximum Score = 8	
	01 Project	1	
	02 Projects	2	
	03 Projects	3	
	04 Projects	4	
	05 Projects	5	
	06 Projects	6	
	07 Projects	7	
	08 Projects or More	8	
c.	Fleet Management	Maximum Score = 6	
	10 Vehicles	1	
	12 Vehicles	2	
	14 Vehicles	3	
	16 Vehicles	4	

	18 Vehicles	5
	20 Vehicles or More	6
d.	Public Sector Projects Management	Maximum Score = 6
	01 Project	1
	02 Projects	2
	03 Projects	3
	04 Projects	4
	05 ProjectS	5
	06 Projects or More	6
e.	Courier/Milk-Run/Hub & Spoke/Order Management Projects	Maximum Score = 5
	01 Project	1
	02 Projects	2
	03 Projects	3
	04 Projects	4
	05 Projects or more	5
f.	Surveillance Management Projects	Maximum Score = 2
	01 Projects	1
	02 Projects or more	2
<p><i>1.Relevant Project means that the service provider is providing services to public / private organizations in relevant field. Each Institution/Organization/HospITPl will be considered as an independent project. The Applicant shall have to provide Completion Certificate / Satisfactory Performance Certificate / Purchase Orders/payment record. The Applicant shall have to provide proof of services in public/private sector, in order to substantiate its claim.</i></p> <p><i>Point A & B : One project valuation must be minimum PKR 15 Millions with-in cumulative time period of previous three years. Mutually exclusive projects must be reflected in each category.</i></p> <p><i>Point C : Only Twelve Foot Equivalent Unit or above will be considered as one HTV vehicle, must by owned / leased by the organization.</i></p> <p><i>Point D : One project valuation must be minimum PKR 15 Millions with-in cumulative time period of previous three years, point A&B can also be incorporated / reflected in point D.</i></p> <p><i>Point E : One project valuation must be minimum PKR 15 Millions with-in cumulative time period of previous three years.</i></p> <p><i>Point F : Vigilance security measures, CCTV cameras , alarms , fire extinguishers must be incorporated in this point. One project/HR valuation must be minimum PKR 1 Million.</i></p> <p><i>*Read all above a-f point separately</i></p>		
Managerial Capability / Technical Strength of the Firm		

Sr.3	PARAMETER	MAXIMUM SCORE
a.	Supply Chain Expert/Project leader having requisite experience.	Maximum Score = 4
	Officials 2	2
	Officials 04 or more	4
b.	Warehousing Management Expert having requisite experience.	Maximum Score = 3
	Officials 2	2
	Officials 03 or more	3
c.	Distribution/Logistic Management Expert having requisite experience.	Maximum Score = 3
	Officials 2	2
	Officials 03 or more	3
f.	Logistic Information Management System	5
g.	Approach and Methodology	5
h.	Geographical location of proposed warehouse for procuring agency	10
	Proposed warehouse material management equipment availability in the proposed warehouse;	
	Processing area	1
	Fork / Hand Lifters	1
	Back-up generator	1
	100 Pallets	1
	Boundary walls	1
	Fence	1
	CCTV Cameras	1
	Fire extinguishers	1
	Dock facility	1
Fire alarm system	1	

40

<p><i>Approach and methodology means the Applicant will submit/attach presentation, operational model, and way of working, detailed SOPs, way to maintain the Quality standards and to manage services in case of any failure / breakup.</i></p> <p><i>In addition to above, Approach and Methodology must be clear and responds to TORs mentioned in RFP. It also include the work plan/model, equipment maintenance and entire model (including HR, vehicle, transportation system etc.) of running the services. The Procuring Agency may require additional information or request visit of the site / setup by its technical team, if deemed necessary.</i></p> <p><i>Point i: Procuring Agency's nominated committee will visit the geographical location for the assessment of cited Sr. No.</i></p> <p><i>Location must be in-accordance with the PQD document section 5, sub-section B , clause 6, reproduced in verbatim "Warehouse geographical location must be in the same district of Procuring Agency's head office and would be considered as "hub" for the transportation operations. In addition to that if needed / required, for transportation operations "hub" / "hub(s)" might be changed as per the need of procuring agency."</i></p>			
Financial Capability/Strength			
Sr.4	PARAMETER	MAXIMUM SCORE	
	Cumulative Annual Turnover for last 03 Years.	Maximum Score = 15	15
a.	>=200 Million	5	
	>=300 Million	10	
	>=400 Million	15	
<i>Duly supported by Audited Financial Statements</i>			

SECTION - III: PROPOSALS FORM & SCHEDULES

A - FINANCIAL FORM & SCHEDULE

1. Cover Letter of financial proposal -Annexed
2. Financial Form: Schedule of Prices - Annexed

B - TECHNICAL FORMS

1. Proposals: Technical Proposal Submission Form
2. Proposals: Past Performance & Relevant Experience
3. Proposals: Method of Performing Services
4. Proposals: Project Team
5. Proposals: Integrity Pact

C – STANDARD FORMS

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

PREAMBLE TO SCHEDULE OF PRICES

1. General

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

2. Description

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

3. Rates and Prices

- 3.1 Except as otherwise expressly provided under the Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Service providers shall be paid and shall be the full inclusive value of the services set forth or implied in the Contract; except for the amounts reimbursable, if any to the Service provider under the Contract.
- 3.2 Unless otherwise stipulated in the Contract, the rates and prices entered by the Applicant shall not be subject to adjustment during the performance of the Contract.
- 3.3 All duties, taxes and other levies payable by the Service providers shall be included in the rates and prices.
- 3.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost

shall be deemed to be distributed among the rates and prices entered for the related items of the Services and no separate payment will be made for those items.

- 3.5 The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the Applicant will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.
- 3.6 (a) The Applicant shall be deemed to have obtained all information as to and all requirements related thereto which may affect the Proposals price.
(b) The Service provider shall be responsible to make complete arrangements for the transportation of the Plant, Machinery and Equipment to the Site.
- 3.7 The Service provider shall provide for all parts of the Services to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the services, are not specifically mentioned in the scope of work, such details shall be considered as included in the Contract Price.

4. Proposals Prices

4.1 Break-up of Proposals Prices

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

4.2 Total Proposals Price

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

5. Provisional Sums

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

6. Invoicing & Payment

- 6.1 The Service provider shall be entitled to be paid the value of the Services executed at monthly intervals. The Service provider shall submit, each month to the Procuring Agency, an invoice showing the amounts to which he considers himself entitled.
- 6.2 The Service Provider's invoice shall be based on the rental for a calendar month.

7. Instruction for Financial Proposals

The Service provider will follow the undermentioned instructions while filling the Proposals documents:

- (i) The Contract will be a services contract duly defined in the Proposals Data Sheet and made for the price in PKR the sum of the amounts are calculated by means of multiplying the amount of each work item as indicated in the list prepared by the Procuring Agency

with the unit price quoted by the Service provider for that work item. The payment for each work performed shall be based on the unit price quoted by the Service provider in the Proposals used for the determination of the Contract price.

- (ii) The term of the Contract shall be for a period of **6** months + 6 months (including holidays and weekends) , might be awarded in two tranches of 6 months after the commencement date of the start of work. Which will be initiated after work site will be delivered upon signing of work site delivery note.
- (iii) Minimum wage as notified by the Government of Punjab shall be applicable for the period of Contract. The Minimum wage for of the Government shall be followed and any non-compliance in the minimum wage shall be headed towards the breach of contract worker per month as per Rules of Government of Punjab.
- (iv) Child Labor will not be employed under the Contract, the minimum age as per the Pakistani law is 18 years.
- (v) All the labor laws including social security and EOBI etc. shall be applicable in the Contract and shall be the responsibility of the Service Provider.
- (vi) Pursuant to the laws of Pakistan, all payable taxes and duties required to be paid by the Service provider are included in the Proposals price including withholding income tax, sales tax and custom duties etc. Change in amount of taxes by the government shall be adjustable, accordingly.

Schedule of Prices -Summary of Proposals Prices

Financial Form of “Supply Chain Management Services Including Warehousing / Storage, Logistics / Distribution” for PMU-P&SHD									
Sr No	Component	Element	No. of Months	Description	Standard	Unit Rate (PKR)	Sub Weight %	Weightage %	
1	WAREHOUSING	Warehouse Storage	12 Months	O&M per Sq. ft.	Per Square foot		95	60	
2		Warehouse Timings	12 Months	Overtime charges (per hour)	Per Hour		5		
				Type of Vehicle	Standard	Unit Rate (PKR)	Sub Weight %	Weightage %	
3	TRANSPORTATION	Vehicle	12 Months	≤ 12 FT vehicle	Per Kilometer		5	40	
4			12 Months	13-18 FT vehicle	Per Kilometer		40		
5			12 Months	19-24 FT vehicle	Per Kilometer		30		
6			12 Months	25 - 40 FT vehicle	Per Kilometer		5		
			Loading Rate/ Vehicle	12 Months	All vehicles	Per Vehicle			5
			Offloading Rate/ Vehicle	12 Months	All vehicles	Per Vehicle			5
7			Stop Over Transportation Services per Stop / Spoke	12 Months	Per Stop / Spoke	Per Stop / Spoke			5
8			Special Handling Charges (Crane, Lifter, Chain Pulley)	12 Months	Per Vehicle	Per Vehicle			5

All rates are inclusive of taxes and allied expenses.

The proposed rate shall include the insurance of stored / in-transit equipment with cover of PKR Rs. 250 Millions PKR or above (in case of more than 250 Millions inventory storage), responsibility of the service provider.

The agreed services shall be available during 9:00 to 17:00 from Monday to Saturday.

Transportation rates calculations are based on reference KM of the respective sites of the distribution attached as annexure or any order fulfillment to the spoke as directed by the procuring agency.

Rate calculations are based on destinations (from Lahore based warehouse to various health facilities Punjab), hub to spoke only which may vary on change of origin.

Per KM rates are based on Google Map, can be fluctuate 5% +/- as per route plan. For any other location, reference for distance would be on Google Map or annexed log book received from the service provider.

Service providers shall be responsible for the handling/transportation/in-transit inventory i.e. from the point of loading to the terminal point of distribution, any damage/theft/accident/any other anomaly arising during the management of inventory (both warehousing & transportation) will be recovered at original cost of the equipment/part damaged thereof the same amount will be debited from the monthly invoice of Service Provider.

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 Service provider to resolve disputes in the first instance, as provided for in relevant clause.
- b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- e) “Defect” means an error or flaw in the process affecting performance and potentially causing harm, a shortcoming that may lead to damage or critically altering the construction of goods, materials and rendering of services leading to their obliteration.
- f) “Procuring Agency” means Project Management Unit (PMU), Primary & Secondary Healthcare Department, Government of Punjab, 31 E 1 Gulberg III, Lahore.
- g) “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;
- h) “GCC” means these General Conditions of Contract;
- i) “Government” means the Government of the Punjab;
- j) “Local Currency” means Pak Rupee (PKR);
- k) “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;
- l) “Party” means the Procuring Agency or the Service Provider, as the case may be, and “Parties” means both of them;

- m) “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;
- n) “Service Provider” is a person or corporate body whose Proposal to provide the Services has been accepted by the Procuring Agency;
- o) “Service Provider’s Proposal” means the completed Proposal document submitted by the Service provider to the Procuring Agency
- p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- q) “Specifications” means the specifications of the service included in the Proposal document submitted by the Service provider to the Procuring Agency
- r) “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 of this Contract.

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the Procuring Agency

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

1.8 Taxes and Duties

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

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

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

2.2.1 Work Program

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

2.2.2 Starting Date

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

2.3 Intended Completion Date

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

2.4 Modification

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

2.5 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 fifteen (15) 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 fifteen (15) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing;
- (b) if the Service provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service provider unable to perform a material portion of the Services for a period of not less twenty-one (21) days; or
- (d) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this sub-clause, the terms set forth constitute corrupt or fraudulent activity:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Service provider or Service provider in the procurement process or in contract execution to the detriment of the Procuring Agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

- iii. “collusive practices” is an arrangement among Service Providers (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels for any wrongful gain, and to deprive the Procuring Agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- iv. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
- v. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Procuring Agency’s inspection and audit rights.

2.6.2 By the Service Provider

The Service provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Procuring Agency, such notice to be given 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 twenty-one (21) days with mutual consultation with Procuring Agency.

2.6.3 Suspension of Payment

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

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.

3.2.2 Service provider and Affiliates Not to be Otherwise Interested in Project

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.

3.2.3 Prohibition of Conflicting Activities

Neither the Service providern or its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service providern or their Subcontractors shall hire such public employees, in active duty or on any type of leave, which would conflict with the activities assigned to Service provider to perform any activity under this Contract;
- (c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Service Provider

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

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

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

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

3.6 Reporting Obligations

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

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

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

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

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

3.8.2 Correction for Over-payment

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.

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 relevant clause 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 30 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 Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service provider under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in relevant clauses.

5.3 Services and Facilities

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

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

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 relevant clause, the Contract Price may only be increased above the amounts stated in relevant clause if the Parties have agreed to additional payments in accordance with relevant clause.

6.2 Contract Price

- (a) The price payable in Pak Rupees (PKR) is set **forth in SCC**.
- (b) The price payable in foreign currency is set **forth in the SCC**.

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Agency shall be as **indicated in the SCC and scope of services**. The Procuring Agency shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Agency may instruct the Service

provider to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. The building defects liability period is 12 months, starting from date mentioned on “Completion Certificate”.

7.2 Correction of Deficiencies, and Non-Performance Penalty

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

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

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

SECTION B. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract									
1.1	The Adjudicator is: <u>Secretary Primary & Secondary HealthCare Department</u>									
1.1	The contract name is: “Supply Chain Management Services Including Warehousing / Storage, Logistics / Distribution”									
1.1	The Procuring Agency is: <u>Project Management Unit, Primary and Secondary Healthcare Department, Government of Punjab</u>									
1.2	The Applicable Law is: <u>Laws of Islamic Republic of Pakistan</u>									
1.3	The language is: <u>English</u>									
1.4	<p><u>Procuring Agency:</u></p> <p><i>Project Management Unit, Primary and Secondary Health Department, Government of Punjab</i></p> <p><i>31-E/1, Shahrah-e-Imam Hussain, Gulberg III, Lahore</i></p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Tel: _____</p> <p>Email: _____</p>									
2.3	The Intended Completion Date is: <u>12 months from the start date</u>									
3.8.1	<p>The liquidated damages rate are;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ACTIVITY</th> <th style="text-align: center;">ALLOWED TIME</th> <th style="text-align: center;">PENALTY</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Replenishment</td> <td style="text-align: center;">As instructed by the Procuring Agency</td> <td style="text-align: center;">Maximum Rs.5000/-per day (not exceeding Rs.100,000)</td> </tr> <tr> <td style="text-align: center;">Distribution</td> <td style="text-align: center;">As instructed by the Procuring Agency</td> <td style="text-align: center;">Maximum Rs.5000/-per day (not exceeding Rs.100,000)</td> </tr> </tbody> </table> <p>The maximum amount of liquidated damages for the whole contract is <u>equivalent to contract amount.</u></p>	ACTIVITY	ALLOWED TIME	PENALTY	Replenishment	As instructed by the Procuring Agency	Maximum Rs.5000/-per day (not exceeding Rs.100,000)	Distribution	As instructed by the Procuring Agency	Maximum Rs.5000/-per day (not exceeding Rs.100,000)
ACTIVITY	ALLOWED TIME	PENALTY								
Replenishment	As instructed by the Procuring Agency	Maximum Rs.5000/-per day (not exceeding Rs.100,000)								
Distribution	As instructed by the Procuring Agency	Maximum Rs.5000/-per day (not exceeding Rs.100,000)								
6.5	Payment shall be made within thirty days of receipt of the invoice and the relevant documents.									

SCOPE OF WORK

Background

Project Management Unit Primary & Secondary Healthcare Department (the Procuring Agency) seeks proposals from pre-qualified warehousing agents to provide warehousing facility for biomedical and non-biomedical equipment/goods or any other items.

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

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

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

Free of cost consultation, diagnostic facilities and medicines are provided to the patients particularly focusing on the poor and marginalized segments of the society. The Procuring Agency also provides facilitation to the allied departments of P&SHD.

The procuring agency will cater all departments working under the administrative control of Primary and Secondary HealthCare Department.

Scope of Work

The Procuring Agency through this terms of reference requires fully equipped warehousing facility for storage of biomedical/ non-biomedical equipment inventory as well as other items including paintings with frames, furniture, ACs etc. except medicine for its smooth operations as a complete turnkey solution for the Procuring Agency. This would include, but not limited to, the following:

- warehouse space;
- safe storage and handling of equipment & materials;
- supervision of storage and handling of equipment & materials;
- security arrangements;
- inventory management through web-based software;
- loading/ unloading services;
- coordination with the concerned person at the required destination to tie up schedule of delivery and checking space availability of the delivered items;
- delivery of equipment at required destinations;

- coordinating installation schedule with the manufacturer/ vendor; and
- all other services necessary to perform warehousing, equipment delivery and installation services.

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

1. Warehousing Space:

- a. Service provider shall provide storage space (complete O&M, security, WMS, surveillance, etc) with the maximum capacity of 65,000 square feet within Lahore District of warehousing space for 12 months as per the contract terms and additional space on the same premises or elsewhere in on need basis, as and when required during the currency of the contract in compliance with PPR-2014.
- b. The Procuring Agency shall serve notice of 15 days to Service provider prior to hiring/ vacation of any space/ contract requisitioned under this contract.
- c. The designated marked space / area so committed to provide shall be dedicated to the Procuring Agency and not to be shared with any other client of the Service Provider.
- d. The Service provider shall also ensure insurance of the premises.
- e. Warehouse shall be clean, dry, dust free and provided with the following minimum requirements:
 - i. fire alarm with adequate trainings imparted to the staff,
 - ii. monitored burglar alarm linked with security agencies,
 - iii. CCTV camera surveillance system 24/7, as approved and monitored by the Procuring Agency,
 - iv. Climate/temperature controlled area for sensitive items as per manufacturer/ vendor's requirement.
 - v. Appointment of a dedicated Project Manager who shall at all times maintain a liaison with the Procuring Agency.
- f. Service provider shall implement full services within 07 days of date of award.
- g. Service provider shall be responsible for building maintenance, provide utilities for water/ electricity during the contract term. Service provider shall also be responsible for all required warehouse equipment in space (racks, forklifts, material handling equipment, etc.). Phone service and internet access will also be the responsibility of Service Provider.
- h. Service provider shall obtain all necessary licenses, fees and/or permits required to perform this work. Service provider shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. Service provider shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employee's fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the applicable laws.

- i. The Service provider shall indemnify the Procuring Agency against any claims, suits or any other legal proceeding arising out of third party contracts made by the Service Provider.
 - j. After initial inspection of all the items, if any defect is found then the Service provider shall be responsible for damages and pay penalties to the Procuring Agency equivalent to the full cost of the item so damaged.
- 2. Warehouse Management:**
- a. The Service provider shall assign a project manager who will be responsible for the following:
 - i. Provide day to day project administration;
 - ii. Supervise work crews on daily basis;
 - iii. Coordinate work with sub-contractors, if any;
 - iv. Coordinate work with the supplier/ manufacturer;
 - v. Perform a quality audit of work performed;
 - vi. Attend regular Vendor/Service provider meetings;
 - vii. Assure that work crews are properly trained and provided with necessary tools and materials;
 - viii. Assure that work crews are in compliance with job-site work rules, safety requirements and standard operating procedures;
 - ix. Completing work in accordance with the project schedule
 - x. Issuing deliverables.
 - b. Service Provider's employees and sub-contractors shall not smoke anywhere in the warehouse at any time. Smoking is strictly prohibited and meticulous compliance with this shall be ensured by the Service Provider.
 - c. Service Provider's staff and attendants who must drive a vehicle in the performance of their duties must also possess and maintain a valid driver's license.
 - d. Service provider office space for Procuring Agency shall be provided at warehouse location for at least two (2) employees, if required. The Procuring Agency's representative(s) will serve as the interface between Service provider and all stakeholders in the warehousing process. The Service provider shall facilitate the Procuring Agency's representative in conducting performance checks.
- 3. Warehousing Operations:**
- a. Service provider shall be responsible for inventory management including but not limited to the following:
 - i. Provide web-based inventory control system database that keeps exact locations of all items utilizing barcode.
 - ii. Complete details of stocked inventory, issued inventory, inbound inventory will be available online in real time.
 - iii. Scanning bar-coded items / data entry for point of sale and other material at warehouse.
 - iv. Delivery Orders to be issued Online or through Email

- v. On delivery order from Procuring Agency, requested items will be dispatched from the warehouse.
 - vi. The Procuring Agency will have the access to track and trace delivery orders.
 - vii. Stock in hand/ Re-order level Report shall be made available online.
 - viii. Details of delivery order and delivery confirmation of approved delivery orders should be accessible to Procuring Agency.
 - ix. All equipment/inventory would be required to stock in warehouse in designated area, with batch and expiration date pasted on the item.
 - x. Data Uploading Facility of the Procuring Agency shall give prior knowledge about inbound stock.
 - xi. To provide customized storage racks for the specific needs of inventory and warehouse (if required)
- b. To conduct scheduled scrutiny and stock take of all items daily.
 - c. Storage of all inventory on standard pallets (arranged by Service Provider)
 - d. Providing janitorial services necessary to maintain the warehouse shall also be the responsibility of the Service Provider
 - e. The Service provider shall be responsible for cleanup and debris removal created by warehousing process and the disposal of packaging scrap.
 - f. The Procuring Agency shall carry out technical administration of the contract, communication, coordination and for gauging and determining the adequacy of the Service Provider's performance. Service provider shall provide unhindered access to the Procuring Agency and its representatives of premises, inventory and other related record on prior 30 minutes' notice.

4. **Equipment/ Goods Receiving Requirements**

- a. Service provider shall be responsible for receiving, warehousing, transporting and placement of all items delivered to the warehouse. The Service provider shall also provide adequate space, utilities and other specifications for the purpose of storage, assembly and inspections by Procuring Agency and/or manufacturer.
- b. The Procuring Agency shall give six prior notice to the Service provider about incoming shipment of inbound stock.
- g. The Service provider shall provide ample warehousing space based upon manufacturer's/ vendor's requirements and to provide customized storage racks for the specific needs of inventory and warehouse (if required). Strict adherence to manufacturer specifications shall be ensured by the Service Provider.
- c. The Service provider shall keep following record for inbound stock:
 - Copy of the Purchase Order for specific manufacture,
 - Copy of Bill of Lading (if any),
 - Copy of Packing lists,
 - Copy of Receiving Report and exceptions report for specific deliveries.
 - Or any other necessary document

- d. Upon receipt of delivery, Service provider shall be responsible for visibly inspecting all items, stock count and matches with bill, noting any discrepancies with driver/dispatcher and obtain driver/ dispatcher signature. Service provider shall also compare packing slip and match description to goods received.

Any discrepancies, partial shipments etc. shall be noted and provided to Procuring Agency to coordinate with appropriate parties for resolution.

- e. Service provider shall provide receiving report for each delivery compared against purchase order. This report to be maintained with correlating purchase order, bill of lading, packing slips, and storage location.

5. Delivery Arrangements:

- a. The Procuring Agency shall give notice to the Service provider containing description of items and destination pertaining to outbound stock.
- b. Service provider shall coordinate in advance the use of dock, elevators, storage areas, etc. needed for delivery and equipment installation.
- c. As per agreed delivery schedule, Service provider shall deliver items to designated locations within 24 hours of instruction by the Procuring Agency, removed from containers and placed in designated location.
- d. As soon as the service provider agree delivery schedule with the concerned person at the designated delivery location, it shall notify to the manufacturer the schedule for installation of equipment.
- e. Service provider shall be responsible for packaging (as per actual packaging cost) and safe delivery of outbound equipment and goods and shall ensure safe delivery of items at the designated location.
- f. Procuring Agency shall obtain receiving of authorized person of the delivered goods and document properly.
- g. Protection of materials and equipment prior to delivery and or equipment assembly shall be the Service Provider's responsibility.

6. Allied Arrangements:

Service provider shall be responsible for rendering necessary arrangements of all the items to the Procuring Agency. The Service provider shall perform following tasks at the minimum:

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

7. Security

Service provider shall ensure a strong and continuous chain of custody.

- a. The Service provider shall be responsible for security of all items in warehouse until items are delivered and final signoff achieved.
- b. Service provider shall provide 24/7 breach-proof electronic surveillance and monitoring system to prevent and any loss of property from fire, theft and loss.

- c. In case of any anomaly , Service provider shall be solely responsible for all insurance claims and curative actions
- d. The Service provider shall ensure appropriate temperature level as per manufacturer recommendations.
- e. All the spaces should be covered with CCTV monitoring for 24/7 and it shall be accessible to the Procuring Agency.
- f. Warehouse and management thereof shall comply with all safety and quality codes.
- g. Service provider shall establish a strong liaison with the law enforcement agencies in case of security threats.

8. Duration

The duration of the contract will be 12 months from the date of award of the Contract. The Procuring Agency and awarded Service provider may, by mutual and written contract, extend the Contract for up to one additional year.

9. Deliverables

- a. Weekly and Monthly status report for the commodities in the warehouse to the Procuring Agency detailing stock in hand by product and batch number at the beginning of the month, stock issued and received during the month, ending balance for the month, number of deliveries received that month, and number of orders packed and tendered that month.
 - b. Signed receiving reports for all inbound deliveries noting quantities received and any damages, losses, or discrepancies.
 - c. Copies of all signed issue vouchers for shipments packed and tendered during the month.
 - d. Copies of any insurance claim filed on behalf of the Procuring Agency for products lost or stolen from the warehouse.
 - e. Copy of a valid insurance certificate(s); which must also include fidelity and all risk insurance including but not limited to collusion, theft, robbery, acts of terrorism, vandalism and arson covering goods in the warehouse.
 - f. Value of stock at the beginning of every month.
 - g. Value of stock at the closing of every month.
 - h. All other documentation record.
 - i. Preparation & update maintenance of physical stock register.
 - j. Management of document record for the reconciliation of inbound/outbound inventory.
 - k. Procuring Agency may request an inventory audit or need to be in attendance for monthly inventory.
 - l. Any other report as and when required.
-

ANNEXURES

TENTATIVE DISTANCE KM-HEALTH FACILITIES FOR DISTRIBUTION OPERATIONS							
SR.NO	DESTINATION	KM	FACILITY	SR.NO	DESTINATION	KM	FACILITY
1	ATTOCK	431	DHQ	97	FATEH PUR	379	THQ
2	HAZRO	401	THQ	98	KAROR	418	THQ
3	PINDI GHEB	377	THQ	99	LODHRAN	513	DHQ
4	FATEH JANG	383	THQ	100	KEHROR PACCA	445	THQ
5	HASSAN ABDAL	383	THQ	101	DUNYAPUR	428	THQ
6	JAND	385	THQ	102	MAKHDOOM ALI	540	BHU
7	BAHAWALNAGAR	276	DHQ	103	M. B. Din	302	THQ
8	HAROON ABAD	306	THQ	104	PHALIA	295	THQ
9	MINCHINABAD	210	THQ	105	MALIKWAL	236	BHU
10	FORT ABBAS	361	THQ	106	Dinga	194	THQ
11	CHISHTIAN	297	THQ	107	MIANWALI	350	DHQ
12	Ahmedpur Mcleod	213	RHC	108	ESSA KHEL	506	THQ
13	DUNGA BUNGA	260	RHC	109	PIPLAN	363	THQ
14	BAHAWALPUR	518	DHQ	110	KALA BAG	420	THQ
15	HASILPUR.	326	THQ	111	More Khunda	383	RHC
16	AHMADPUR EAST.	484	THQ	112	Multan	390	DHQ
17	YAZMAN	467	THQ	113	Muzaffargarh	400	DHQ
18	KHAIR PUR TAMEWALI	368	THQ	114	ALIPUR	464	THQ
19	BALLAH JHULLAH	506		115	JATOI	471	THQ
20	BHAKKAR	414	DHQ	116	KOT ADDU	414	THQ
21	KALURKOT	366	THQ	117	Daira Din Panah	392	BHU
22	DARYAKHAN	422	THQ	118	Muradabad	354	BHU
23	Mankera	382	BHU	119	KARAM DAD SATTIAN	440	BHU
24	CHAKWAL	278	DHQ	120	NANKANA SAHIB	118	DHQ
25	TALAGANG	298	THQ	121	SHAHKOT	120	THQ
26	TALAGANG CITY	299	THQ	122	SANGLA HILL	145	THQ
27	CHOA SAIDEN SHAH	274	THQ	123	REHANWALA	64	BHU
28	Kallar Kahar	272	BHU	124	More Khunda	74	BHU
29	CHINIOT	163	DHQ	125	NAROWAL	119	DHQ
30	LIALIAN	212	THQ	126	SHAKARGARH	150	THQ
31	BHOWANA	206	THQ	127	OKARA	127	DHQ
32	Ahmed Nagar	173	BHU	128	OKARA CITY	127	DHQ
33	D.G Khan	422	DHQ	129	HAVELI LAKHA	170	THQ
34	TAUNSA	499	THQ	130	DEPALPUR	140	THQ
35	FORTMUNRO	524	THQ	131	SHER GARH	87	BHU
36	SAKHI SARWAR	477	THQ	132	Mandi Ahmad Abad	112	BHU
37	kot chutta	516	RHC	133	Renāla Khurd	91	BHU
38	FAISALABAD	185	DHQ	134	Hujra Shah Muqeem	102	BHU
39	CHAK JHUMRA	167	THQ	135	PAKPATTAN	190	DHQ
40	SAMANABAD	200	THQ	136	NoorGala	210	BHU
41	JARANWALA	117	THQ	137	ARIFWALA	212	THQ
42	TANDILIANWALA	189	THQ	138	R. Y. KHAN	711	DHQ
43	SUMUNDARI	185	THQ	139	SADIQABAD	691	THQ
44	Lundianwala	133	BHU	140	KHANPUR	590	THQ
45	Satiana	123	BHU	141	LIAQATPUR	535	THQ
46	96 DARBAR PIR SALAH	161	BHU	142	RAJANPUR	551	DHQ
47	CHAK NO 407/GB	156	BHU	143	JAMPUR	495	THQ
48	44-GB SAMUNDARI	160	BHU	144	ROJHAN	620	THQ

49	GUJRANWALA	90	DHQ	145	SHAHWALI	710	THQ
50	KAMOKE	83	THQ	146	FAZILPUR	511	BHU
51	WAZIRABAD	122	THQ	147	BANGLA ICHA	619	BHU
52	NOSHERA VIKRAN	88	THQ	148	RAWALPINDI	378	DHQ
53	Warburton	85	BHU	149	KAHUTA	309	THQ
54	Sadhoke	63	BHU	150	MURREE	450	THQ
55	GUJRAT	141	DHQ	151	KALLAR SYEDAN	274	THQ
56	KHARIAN	175	THQ	152	KOTLI SATTIAN	442	THQ
57	SARAI ALAMGIR	190	THQ	153	TAXILA	390	THQ
58	LAL MUSA	218	BHU	154	GUJARKHAN	250	THQ
59	KUNJAH	147	BHU	155	WAH CANTT	401	THQ
60	Hafizabad	128	DHQ	156	Lalkurti Rd	379	RHC
61	PINDI BHATTIAN	167	THQ	157	SAHIWAL	149	DHQ
62	JALAL PUR BHATIA	142	RHC	158	CHICHAWATNI	216	THQ
63	Rasul Pur Tarar	150	BHU	159	Noorshah	147	BHU
64	JHANG	251	DHQ	160	Harappa	175	BHU
65	SHORKOT	317	THQ	161	SARGODHA	230	DHQ
66	AHMED PUR SIAL	348	THQ	162	BHALWAL	196	THQ
67	18 Hazari	293	THQ	163	CHAK NO 90	175	THQ
68	JHELUM	216	DHQ	164	SILANWALI	230	THQ
69	SOHAWA	235	THQ	165	SHAHPUR	235	THQ
70	PIND DADAN KHAN	250	THQ	166	KOT MOMIN	177	THQ
71	KASUR	70	DHQ	167	BHEERA	217	THQ
72	CHUNIAN	90	THQ	168	BHAGTANWALA	178	THQ
73	PATTOKI	85	THQ	169	TB SARGODHA	230	THQ
74	ROSHAN BHEELA	90	THQ	170	MIANI	224	BHU
75	Kot Radha Kishan	41	RHC	171	Sahiwal	251	BHU
76	KHANIWAL	277	DHQ	172	HUJJAN	181	BHU
77	MIAN CHANNU	255	THQ	173	SHEIKHPURA	68	DHQ
78	KABIR WALA	309	THQ	174	FEROZEWALA	30	THQ
79	JAHANIAN	328	THQ	175	MURIDKE	40	THQ
80	Haveli Koranga,	279	BHU	176	SAFDARABAD	85	THQ
81	Makhdoom Pur	351	BHU	177	SHARAPUR SHARIF	40	THQ
82	Sardarpur	294	BHU	178	DHAMKAY	60	RHC
83	KHUSHAB AT JOHARABAD	260	DHQ	179	SIALKOT	150	DHQ
84	KHUSHAB	258	THQ	180	DASKA	124	THQ
85	NOORPUR THAL	331	THQ	181	PASROOR	150	THQ
86	NAUSHERA	308	THQ	182	SAMBRIAL	135	THQ
87	QAIDABAD	293	THQ	183	KOTLI LOHRAN	154	THQ
88	CHAK NO 8	283	RHC	184	Farooqabad	73	BHU
89	Mitha Tiwāna	258	BHU	185	Kulluwal	150	BHU
90	Roda Khushab	253	BHU	186	TOBA TEK SINGH	268	DHQ
91	Lahore	60	DHQ	187	GOJRA	227	THQ
92	LAYYAH	410	DHQ	188	KAMALIA	235	THQ
93	KOT SULTAN	443	THQ	189	Mongi Bangla	212	BHU
94	NAWAZ SHARIF (THAL)	421	THQ	190	VEHARI	300	DHQ
95	CHOUBARA	400	THQ	191	BUREWALA	295	THQ
96	CHOWK AZAM	395	THQ	192	MAILASI	333	THQ

**A - FINANCIAL FORM & SCHEDULE
(LETTER OF OFFER)**

To
Project Director,
Project Management Unit,
Primary & Secondary Healthcare Department

Subject: **“SUPPLY CHAIN MANAGEMENT SERVICES INCLUDING
WAREHOUSING / STORAGE, LOGISTICS / DISTRIBUTION”**

Dear Sir

We, the undersigned, offer to provide the “Supply Chain Management Services Including Warehousing / Storage, Logistics / Distribution” in accordance with your Request for Proposal and our Technical Proposal. The attached proposal is inclusive of all taxes and related charges.

2. Our 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 the document.

3. We also declare that the Government of Pakistan/ Punjab has not declared us or any sub- service providers for any part of the contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the proposal document.

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

For & On behalf of
M/s_____

Name:

Designation:

Signature:

Date & Address:

Financial Form of “Supply Chain Management Services Including Warehousing / Storage, Logistics / Distribution” for PMU-P&SHD

Sr No	Component	Element	No. of Months	Description	Standard	Unit Rate (PKR)	Sub Weight %	Weightage %
1	WAREHOUSING	Warehouse Storage	12 Months	O&M per Sq. ft.	Per Square foot		95	60
2		Warehouse Timings	12 Months	Overtime charges (per hour)	Per Hour		5	
				Type of Vehicle	Standard	Unit Rate (PKR)	Sub Weight %	Weightage %
3	TRANSPORTATION	Vehicle	12 Months	≤ 12 FT vehicle	Per Kilometer		5	40
4			12 Months	13-18 FT vehicle	Per Kilometer		40	
5			12 Months	19-24 FT vehicle	Per Kilometer		30	
6			12 Months	25 - 40 FT vehicle	Per Kilometer		5	
		Loading Rate/ Vehicle	12 Months	All vehicles	Per Vehicle		5	
		Offloading Rate/ Vehicle	12 Months	All vehicles	Per Vehicle		5	
7		Stop Over Transportation Services per Stop / Spoke	12 Months	Per Stop / Spoke	Per Stop / Spoke		5	
8		Special Handling Charges (Crane, Lifter, Chain Pulley)	12 Months	Per Vehicle	Per Vehicle		5	

All rates are inclusive of taxes and allied expenses.

The proposed rate shall include the insurance of stored / in-transit equipment with cover of PKR Rs. 250 Millions PKR or above

(in case of more than 250 Millions inventory storage), responsibility of the service provider.

The agreed services shall be available during 9:00 to 17:00 from Monday to Saturday.

Transportation rates calculations are based on reference KM of the respective sites of the distribution attached as annexure or any order fulfillment to the spoke as directed by the procuring agency.

Rate calculations are based on destinations (from Lahore based warehouse to various health facilities Punjab), hub to spoke only which may vary on change of origin.

Per KM rates are based on Google Map, can be fluctuate 5% +/- as per route plan. For any other location, reference for distance would be on Google Map or annexed log book received from the service provider.

Service Provider shall be responsible for the handling/transportation/in-transit inventory i.e. from the point of loading to the terminal point of distribution, any damage/theft/accident/any other anomaly arising during the management of inventory (both warehousing & transportation) will be recovered at original cost of the equipment/part damaged thereof the same amount will be debited from the monthly invoice of Service Provider.

**TECHNICAL FORM & SCHEDULE
(LETTER OF OFFER)**

To
Project Director,
Project Management Unit,
Primary & Secondary Healthcare Department

Subject: **“SUPPLY CHAIN MANAGEMENT SERVICES INCLUDING
WAREHOUSING / STORAGE, LOGISTICS / DISTRIBUTION”**

Dear Sir

We, the undersigned, offer to provide the “Supply Chain Management Services Including Warehousing / Storage, Logistics / Distribution” in accordance with your Request for Proposal and our Technical Proposal. The attached proposal is inclusive of all taxes and related charges.

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

For & On behalf of
M/s_____

Name:

Designation:

Signature:

Date & Address:

FORM OF PERFORMANCE SECURITY

To:
Project Director,
Project Management Unit,
Primary & Secondary Healthcare Department,
31/E-1, Gulberg III, Lahore

PERFORMANCE SECURITY NO.

We, _____, being the Guarantee issuing bank _____ understand that _____ a company incorporated under the laws having its registered office located _____ has been selected as the successful bidder following a tendering process for the Procurement of Janitorial Services for **** Name****.

Further, we understand that pursuant to such tender process, the service provider is providing Rs. _____ (05% of annual quoted price of contract).

The above premised, the bank _____ hereby undertake irrevocably and unconditionally to pay, without any notice, reference or recourse to the Service provider or to any other entity or without any recourse or reference to the Contract, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:
PKR _____

(The Guaranteed Amount)

Issuing Bank Name;

At sight and immediately, however not later than within five (5) business days from the date of receipt of the **** Name**** first written demand (the **Demand**) at the Issuing Bank's offices located at [●], such Demand shall state that the Service provider is entitled to make a demand under the Guarantee and shall set out the total amounts demanded.

The Demand shall only be honored by us, if it is made by and bears the signature of the representative of **** Name****.

We, the Issuing Bank, shall unconditionally honor a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the signing of the contract between **** Name**** and Service Provider.

After having come into force, this Guarantee and our obligations hereunder will expire on *[Insert date and time]* (the **Guarantee Expiry Hard Date**) (6-months after the expiry of the contract) provided that, in the event that the Procuring Agency issues a Demand to the Issuing Bank on or immediately prior to the Guarantee Expiry Hard Date, the Issuing Bank shall honor that Demand.

Upon expiry, this Guarantee shall be returned to the Service provider without undue delay. Multiple Demands may be made by **** Name**** under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between **** Name**** and the Service provider without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Service Provider's constitution or of their successors and assignees and this

Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract or other instruments are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

**** Name**** may not assign / transfer or cause or permit to be assigned or transferred any of its rights, title, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the applicable laws and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory (ies) to this Guarantee is/are our duly authorized officer(s) to execute this Guarantee.

****Signed by authorized signatory****

To,

Project Director,
Project Management Unit,
Primary & Secondary Healthcare Department,
31/E-1, Gulberg III, Lahore

SUBJECT: CONFLICT OF INTEREST

Reference to the contract / purchase order / supply order No. -----
titled----- dated -----, which we have entered into / received
from the Project Management Unit, Primary & Secondary Healthcare Department.

We hereby confirm that we (including our company, firm, associates,
subsidiaries and related parties) have not entered into any contract (including employment
contract), transaction, or any other business/other relationship, with any person (including
the current employee, ex-employee or any relative/associate of the employee or ex-
employee) or organization, in conflict of our contractual obligations under the said contract.

We also confirm that we shall not enter into any of above mentioned
contract, transaction or relationship in future unless we obtain written permission from
Project Management Unit, Primary & Secondary Healthcare Department.

AUTHORIZED REPRESENTATIVE
NAME OF THE COMPANY

Note: *This must be printed on Company Letter head.*

Undertaking for Minimum Wage Rate

Dated _____

To

Project Director,
Project Management Unit,
Primary & Secondary Healthcare Department,
31/E-1, Gulberg III, Lahore

SUBJECT: Undertaking for Minimum Wages to Staff/Labour

Respected Sir

It is undertaken that M/S _____ is currently practicing the undermentioned human resource policy and also will continue to practice the same in future under the contract named “_____”. Any non-compliance in below mentioned shall be headed towards the breach of contract.

1. Provision of minimum wage as notified by the Government of Punjab applicable for the period of Contract.
2. Child Labor is forbidden under the contract. Children under the age of 18 years will not be employed, as per the Pakistani law.
3. All labor laws including social Janitorial and EOBI etc. are applicable in the Contract and will remain the responsibility of the Service Provider.
4. Our firm NTN Number is _____ and it was established in _____

Note: *All tender terms and conditions are accepted as laid down in the tender inquiry*

Regards

Mr. _____

M/s _____

Lahore.

Note: *This will be printed on stamp paper worth Rs. 100.*

FORMAT OF POWER OF ATTORNEY

**POWER OF ATTORNEY
(On Stamp Paper of relevant value)**

Know all men by these presents, We (name of the company/entity and address of the registered office) intends to submit Proposals for the “*End-to-End Supply Chain Management including Logistics, Fleet Management, Warehousing/Storage, Transportation & Distribution*” and do hereby appoint and authorize Mr. (full name and residential address) (vide authorization by the board/approving body of the company/entity dated _____) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal in response to the above referred tenders invited by the **Project Management Unit, Primary & Secondary Healthcare Department** including signing and submission of all documents and providing information/responses to the Procuring Agency in all matters in connection with our Proposals.

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

Dated this _____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

FORM OF PROPOSALS SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address: _____

Name of Principal (Service Provider) with
address: _____

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

Proposals Reference No. _____ Date of Proposals

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

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

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

- (1) that the Proposals Security shall remain valid for a period 30 days beyond the period of validity of the Proposals;
- (2) that in the event of;
 - (a) the Principal withdraws his Proposals during the period of validity of Proposals, or
 - (b) the Principal does not accept the correction of his Proposals Price, pursuant to Sub-Clause 24.2 of Instructions to Applicants, or
 - (c) failure of the successful Applicant to
 - (i) furnish the required Performance security, in accordance with Clause 34 of Instructions to Applicants, or

(ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Applicants,

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

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

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

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

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

Guarantor (Bank)

Witness:

1. _____

Corporate Guarantor (Seal)

Signature _____

Name _____

Title _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

INTEGRITY PACT

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb, except that which has been expressly declared pursuant hereto.

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

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb.

Name of Procuring Agency:

Name of Service Provider: