

BIDDING DOCUMENTS

SHIFTING OF DIRECTORATE DRUGS CONTROL OFFICES:

1. DG DDCP OFFICES – 48/1 Kacha Lawrence Road, Lahore
2. CDC OFFICES – 48/1 Kacha Lawrence Road, Lahore.
3. PQCB OFFICES –492-R-II, Johar Town, Lahore

To

New Building, Directorate of Drugs Control, at MSD compound, Gurumanget Road, Gulberg, Lahore.



Bid Reference No. DDC(A&F)02-04/2023-24

DIRECTORATE OF DRUGS CONTROL
Primary & Secondary Healthcare Department
Government of the Punjab

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INVITATION FOR BIDS

1. The Directorate of Drugs Control, Punjab (DDC, Punjab), Primary & Secondary Healthcare Department (P&SH Department) invites sealed bids from eligible bidders for following tender:

Sr.	BID REFERENCE NO.	TENDER TITLE
1	DDC(A&F)02-04/2023-24	Shifting of (1) Director General, Drugs Control Offices, (2) CDC Office & (3) PQBC Office at New Building MSD Compound Gurumangat Road, Gulberg, Lahore.

2. A complete set of Bidding Documents containing the tender's item details, the scope of services, and terms & conditions can be downloaded from the websites (www.ppra.punjab.gov.pk) / (www.pshealth.punjab.gov.pk) free of cost.

3. Bidding shall be conducted through Single Stage – Two Envelop bidding procedure, as per rule 38(2)(a) of Punjab Procurement Rules, 2014. The envelop shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters in separate envelopes.

4. Sealed bids are required to be submitted by the interested bidder(s) on **07th February 2024** till 1100 hours in the committee room of Directorate of Drugs Control, 48/1, Kacha Lawrence Road, Lahore. The bids received till the stipulated date & time shall be opened on the same day at 1130 hours in the presence of the representatives of the firms who choose to attend. Late bids shall not be entertained.

5. The Procuring Agency reserves the right to reject all Bids or Proposal at any time prior to the acceptance of a bid or proposal under PPRA rule 35.

Note: (i) Procurement shall be governed by Punjab Procurement Rules, 2014.

(ii) In case, date of opening is declared as public holiday or non-working by the government, due to any reason, the next official working day will be deemed to be the date of submission and opening of tender accordingly.

**Directorate of Drugs Control,
Primary & Secondary Healthcare Department
48/1, Kacha Lawrence Road, Lahore
Phone No. 042-99206209-10**

1. INTRODUCTION

Directorate of Drugs Control, Primary & Secondary Healthcare Department (P&SHD) requires firms to provide Services for shifting of All items & Record of following Offices:

SR #	NAME OF SITES	From	To
1	Directorate of Drugs Control, Punjab Offices	48/1, Lawrence Road, Lahore	New Building, MSD compound, Gurumangat Road, Gulberg, Lahore.
2	Chief Drugs Controller Punjab Offices	48/1, Lawrence Road, Lahore	New Building, MSD compound, Gurumangat Road, Gulberg, Lahore.
3	Provincial Quality Control Board,	492-R-II, Johar Town, Lahore	New Building, MSD compound, Gurumangat Road, Gulberg, Lahore.

The firm will be required to provide Services as per the Scope of work.

2. Instruction to Bidders

General Instructions

1. A Bidder/ Service Provider shall be a private legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
 - a. The bidder must be an active taxpayer. Punjab Revenue Authority (PRA) registration, National Tax Number (NTN).
 - b. A Bidder who has been barred/ blacklisted or disqualified either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. **The Bidder will submit an undertaking in this regard.**
 - c. The bidder shall provide all information required in the bidding documents and documents to substantiate its claim for eligibility.
2. The Procuring Agency, at its discretion or through a request by the Bidders, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.
3. To prepare the bid, the interested bidders will be allowed to visit the office to conduct a survey and relevant assessments of items & record.
4. The Bidder(s) are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at Bidders' risk and may result in rejection of the Bid.
5. The offer must be valid for **180 days** from the last date of submission of bids.
6. The bidders shall submit technical and financial proposals in separate sealed envelopes in one sealed envelope on time and venue as mentioned in the Invitation to Bid. In preparing the technical proposal, the bidders are expected to examine all terms and instructions included in the Documents.
7. A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation to Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives at least one week before the closing date.

8. The procuring agency shall evaluate the technical proposal in a manner prescribed ahead in the document, without reference to the price, and reject any proposals that do not conform to the specified requirements.
9. After submission, no amendments in the technical or financial proposal shall be permitted.
10. After the evaluation and approval of the technical bid, the procuring agency, shall at a time within the Bid validity period, publicly open the financial bids of the technically qualified/responsive bidder(s), on a time, date and venue announced and communicated to the bidder(s) in advance in the presence of the bidders or their representatives who choose to attend. The financial bids of the technically non-responsive bidders shall be returned unopened to the respective bidder(s).
11. The quoted prices shall be treated as firm and final in PKR.
12. The bidder shall submit the financial Bid as per Financial Forms. The Bidder shall indicate on the Price Schedule the Unit Prices and Total Package Price.
 - a. The Price Schedule is to be filled in very carefully and should be typed. Any alteration/ correction must be initialled.
 - b. Every page is to be signed and stamped at the bottom. The Bidder is required to offer a competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
13. The bidder shall submit the Bids including Bid Form and Appendices.
14. Financial Bid shall be prepared using the formats given in the Bid Form. Financial Bids of only technically qualified/responsive bidder(s) will be opened according to the procedure laid down in Punjab Procurement Rules, 2014.
15. Conditional Bids / Proposals / Discounts shall not be considered in the evaluation.
16. The award of the contract shall be as per **SCC**.
17. The award of the contract shall be valid for as **per period intimated in Award Letter** from the date of its signing.

18. The intended date of commencement of services will be **03-Days** or as per schedule given by the authority from the date of award of the Contract.
19. The organization must quote the Contract Title and include the following declarations:
- a. We have examined the information provided in your terms of reference and offer to undertake the work described according to the requirements as set out in the TOR.
 - b. The proposal (Technical & Financial) has arrived independently and without consultation, communication, agreement, or understanding (to restrict competition) with any other potential investor invited to submit a proposal for this contract.
 - c. We confirm that the enclosed hard copy of the technical proposal is true and have complete copies of these documents.
 - d. We confirm that the Service Provider:
 - i. Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency, or financial standing.
 - ii. Have not been convicted of any offense concerning professional misconduct.
 - e. I confirm that I have the authority of **[name of Service Provider's company]** to submit a proposal and to clarify any details on its behalf.
 - f. During the evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid as provided in Rule 33 of PPR 2014. The request for clarification and the response shall be in writing, and no change in the prices or substance of bids like an indication or re-indication of make/model/brand, etc. shall be sought, offered, or permitted.

Bidding Method & Evaluation

Bidding Method

According to PPRA Rule 38 2(a) Single Stage, Two Envelopes Bidding Procedure shall be adopted.

Rejection of Bids

1. The Procuring Agency may reject all bids at any time before the acceptance of a bid. The Procuring Agency shall upon request communicate to the Bidder who participated in the process seeking the reasons for its bid's rejection but is not required to justify those grounds.
2. Notice of rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

Performance Security

The bidder shall furnish performance security in the form of a financial instrument i.e., CDR, from a scheduled/recognized bank operating in Pakistan, an amount equivalent to **5%** of the Total Bid amount, with a minimum validity of **6 months** from the date of signing of the contract. In case of any violation of contract, same will be confiscated / encashed to make the good the loss, other than any penalty/damages as decided by procuring agency. Financial instrument / CDR should be in the name of "**Directorate of Drugs Control Punjab**".

After successful completion of work/contract, bidder may get the original CDR upon request.

Bid Evaluation

1. The bidder must submit the required documents/profile of the Bidder to be considered for financial Bid opening.
2. Financial bids of technically responsive bidder(s) shall be opened at a date and time fixed and time fixed and notified in advance to the bidder. The contract may be awarded to the lowest financial Bid of the technically qualified bidder(s)

Technical Bid Form

To

{Location, Date}

Director General Drugs Control
Government of the Punjab
Primary & Secondary Healthcare Department
48/1, Kacha Lawrence Road, Lahore.

We, the undersigned, offer to provide the requested services according to your Bidding documents (**SHIFTING OF DIRECTOR DRUGS CONTROL OFFICES**) Bid Reference No. **DDC(A&F)02-04/2023-24** We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under a separate envelope.

We understand that the Procuring Agency is not bound to accept any Bid that the Procuring Agency receives.

Yours Sincerely

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and email): _____

Technical Evaluation

The following evaluation factors/ criteria will be employed to evaluate the **Technical Bids**.

4. TECHNICAL EVALUATION / PROFILE OF THE BIDDER

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

Mandatory or Prerequisite Parameters

1. The bidder shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.
2. The bidder shall have an active National Tax Number (NTN).
3. The bidder shall have an active Punjab Revenue Authority (PRA) registration number.
4. The bidder shall have an active General Sales Tax (GST) registration number.
5. The bidder shall undertake that the bidder is not barred/blacklisted or disqualified either by any Government and Semi Government Department/Agency/Authority **(Appendix)**. The barred/blacklisted/disqualified bidders shall not be eligible for bidding process.
6. The bidder shall undertake that the bidder will be responsible for any damages / Lost of items / record during transit of these items and will compensate its cost / effects, as decides by procuring agency.
7. The bidder shall have specific experience in a similar assignment of more than two years. The bidder shall provide an evidence (Work order/contract/performance certificate) for last two years.
8. The bidder shall have proper arrangement for shifting of these offices, like, Vehicles, manpower and packing facility.
9. The Bidder shall have to submit the Bid for the entire package failing which the offer will be rejected.
10. The copy of the Bidding Documents duly signed and stamped by the Bidder shall be attached with the Technical Bid. Each page of the bid must be signed and stamped by the bidder.
11. Bidder has to attach the photo copy of Financial instrument/CDR, equal to **5%** of its Total Bid Value. However, Bidder may conceal the amount on photo copy of CDR. Original CDR to be attached with Financial Bid.

*The Procuring Agency may require additional information or request a visit of the site by its technical team if deemed necessary.

** The sequence of Technical Bid must be as per the below-mentioned table

MANDATORY REQUIREMENTS		Attached at
1.	The Bidder shall be a legally registered entity with the formal intent to enter into an agreement or under an existing agreement.	Flag-A
2.	The Bidder must have an active National Tax Number (NTN).	Flag-B
3.	The Bidder must have an active Punjab Revenue Authority (PRA) registration Number	Flag-C
4.	The Bidder must have an active General Sales Tax (GST) Registration Number.	Flag-D
5.	The bidder shall undertake that the bidder is not barred/blacklisted or disqualified either by any Government and semi Government Department/Agency/Authority (Appendix-8). The barred/blacklisted/disqualified bidders shall not be eligible for bidding process.	Flag-E
6.	The bidder shall undertake that the bidder will be responsible for any damages / Lost of items / record during transit of these items and will compensate its cost / effects, as decides by procuring agency.	Flag-F
7.	The copy of the Bidding Document duly signed and stamped by the Bidder shall be attached with the Technical Bids. Each page of the bid must be signed and stamped by the bidder.	Flag-G
8.	The bidder shall have specific experience in a similar assignment of more than two years. The bidder shall provide an evidence (purchase order/contract/ performance certificate).	Flag-H
9.	The bidder shall have proper Vehicles, manpower and Packing facility regarding shifting of Assets. Attach any related evidence. Bidder can visit/survey the of these 3-offices to understand the on ground requirement.	Flag-I
10	Bidder has to attach the photo copy of Financial instrument/CDR, equal to 5% of its Total Bid Value. However Bidder may conceal the amount on photo copy of CDR	Flag J

5. FINANCIAL EVALUATION

The financial evaluation of the Bid shall be according to the financial evaluation as given in **Financial Form 2**. Incomplete bids shall stand rejected.

Redressal of Grievances

1. The Procuring Agency shall constitute a committee, according to Rule 67 of Punjab Procurements Rules 2014, comprising the odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur during the procurement process.
2. Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of their bid may lodge a written complaint concerning his grievances not later than **10 days** after the announcement of the Bid Evaluation Report.
3. The committee shall investigate and decide upon the complaint as per rule 67 of PPR-2014.

Note: The mere fact of lodging a complaint shall not warrant suspension of the procurement process.

Financial Bid Form 1

{Location, Date}

To

Director General Drugs Control
Government of the Punjab
Primary & Secondary Healthcare Department
48/1, Kacha Lawrence Road, Lahore.

We, the undersigned, offer to provide the services for [Insert title of assignment] according to your Bidding Document dated [Insert Date] and our Technical Bid.

Our attached Financial Bid is for {Indicate the corresponding amount(s) currency} {Insert amount(s) in words and figures}, inclusive of all taxes. The estimated amount of taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. Our Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Bid.

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

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

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and email): _____

Financial Bid Form 2
Shifting of Directorate DDCP Offices

Name of Bidder:

Mailing Address:

Income Tax Registration No.

PRA Registration No.

General Sales Tax Number

Contact Person

CNIC #

Contact #

Total Amount:

Sign:

Designation:

Stamp

Financial Bid Form 3

BREAKDOWN OF COST

Description	List	Total Rate (PKR) per inclusive of all applicable taxes, insurance, etc.
1-Shifting of All items & Record of DG DDCP Office	As per List (A)	
2-Shifting of All items & Record of CDC Office	As per List (B)	
3-Shifting of All items & Record of PQCB Office	As per List (C)	
Total Bid (1+2+3)		
Note: Packing material like Cartons, Masking tapes, packing strips/robes or as per actual requirement of Items & Record; shall be provided by bidder and its cost to be inclusive in your bid.		
Any item(s) can also be added in above lists as per actual available in above offices.		

Lowest determination will be made on Total Bid Value

Attach original Financial instrument/CDR with Financial Bid equal to 05% of Total Bid value, in favour of "Directorate General Drugs Control Punjab"

Form of Contract

This contract (hereinafter called the “contract”) is made at Lahore, the -----,

Between

Directorate of Drugs Control, Primary & Secondary Healthcare Department through
“Director General Drugs Control, Chief Drugs Control, & Secretary PQBC”

(Hereinafter Called the “Procuring Agency”)

And

Services having registered office at (ABC) through its “(XYZ)”

(Hereinafter Called the “Service Provider”):

WHEREAS

- a) The Directorate of Drugs Control, Primary and Secondary Healthcare Department invited the bids/tender “FOR SHIFTING OF ALL ITEMS & RECORD OF DIRECTORATE DRUGS CONTROL OFFICES (i.e. DG DDCP OFFICES, CDC OFFICES & PQCB OFFICES)” thereafter in which the Service Provider also participated and was declared as Lowest Evaluated Responsive Bidder.
- b) The service provider has represented to the Procuring Agency that they have the required professional skills and personnel and technical resources have agreed to provide the services on terms and conditions outlined in this Contract as defined in the General Conditions/Special Conditions of the Contract and the Scope of services (hereinafter called as “Services”)
- c) The Procuring Agency has received a budget from the Government of the Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments, if any, under the Contract. (In words) (The contract amount is not fixed cost; it shall be determined on as per Actual (APA) basis.)

- d) Payment will be operationalized of goods as received. In case of any damage, the firm will provide the same of equivalent product. If any record is lost/damage during the transit of these items. The compensation cost or effects of record will be determined by procuring agency, and service provider has to make good the loss.
- e) As there are 3-Offices' items being shifted, each office has its separate budget/DDO, so separate invoice to be raised in the name of concerned office to process the payment from its own budget, after successful completion of work of said office.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
2. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
3. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price, or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
4. The Service Provider hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege, or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
5. Without limiting the generality of the foregoing, Service Provider represents and warrants that it has fully declared the brokerage, commission, fees, etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, 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 including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.

6. The Service Provider certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation, or warranty.
7. The Service Provider accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts, or taking any action likely to defeat the purpose of this declaration, representation, and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, contract, or other instruments, be voidable at the option of Government of the Punjab.
8. Notwithstanding any rights and remedies exercised by the Government of the Punjab in this regard, Service Provider agrees to indemnify the Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Government of the Punjab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Service Provider as aforesaid to obtain or induce the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.
9. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or awards made by the Arbitrator shall be final and binding on the Parties.
10. The Contract shall not constitute a partnership between the parties and that the Service Provider shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract.
 - General Conditions of Contract;
 - Special Conditions of Contract;
 - Notification of Award / Advance Acceptance of Tender (AAT);
 - Scope of Services;
 - Appendices;
 - Bidding Documents;
 - any other Documents deem appropriate;
2. The mutual rights and obligations of the Procuring Agency and the Service Provider shall be as outlined in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services according to the provisions of the Contract; and
 - (b) The Procuring Agency shall make payments, to the Service Provider according to the provisions of the Contract.

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

_____ Chief Drugs Controller PSHD	_____ Secretary, PQCB, PSHD	_____ Director General DDCP, PSHD
_____ Witness 1		_____ Witness 2
	_____ Service Provider	
_____ Witness 1		_____ Witness 2

6. 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 Sub-Clause 8.2 hereunder.
- b) "Consideration Amount" means the procuring agency shall make payment to the Service Provider after deducting all applicable taxes in consideration of the services rendered to be performed by the Service Provider under the contract.
- c) "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;
- d) "Contract Price" means the price to be paid for the performance of the Services, according to Clause 6;
- e) "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.
- f) "Procuring agency" means the party who employs the Service Provider
- 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) "Party" means the Procuring agency or the Service Provider, as the case may be, and "Parties" means both of them;
- l) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- m) "Service Provider" is a person or corporate body whose Bid / Proposal to provide the Services has been accepted by the Procuring agency;
- n) "Service Provider's Proposal" means the completed Proposal / Bid submitted by the Service Provider to the Procuring agency
- o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- p) "Specifications" means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Procuring agency
- q) "Services" means the work to be performed by the Service Provider according to this Contract, as described in Scope of services, Bidding Document, and attached Appendixes.

1.2 Applicable Law

The Contract shall be interpreted under the laws of the Islamic Republic of Pakistan.

1.3 Language

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

1.4 Notices

Any notice, request, or consent made according 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 Scope of services, 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 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 following the approved Work Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services as specified in the SCC.

2.3 Intended Completion Date

Unless terminated earlier according to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC.

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

For this Contract, "Force Majeure" means an event that 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 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, according 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 activities because of Force Majeure.

2.6 Termination

2.6.1 By the Procuring agency

The Procuring Agency may terminate this Contract, by not less than (7) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in below mentioned paragraphs 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, with (3) seven days after being notified or within any further period as the Procuring agency may have subsequently approved in writing.
- (b) Without prejudice to any other available rights/remedies, the Procuring Agency shall have the right to terminate this agreement at its option for any reason specifically provided hereunder or otherwise in case of any breach of this agreement by the Service Provider.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services according to the Specifications and Scope, and carry out its obligations with all due diligence, efficiency, and economy, according to the

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 the Services, as a faithful adviser to the Procuring agency, and shall at all times support and safeguard the Procuring agency's legitimate interests in any dealings with third parties.

3.2 Conflict of Interests

3.3 Confidentiality

The Service Provider and its Personnel 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 Performance Guarantee

The Service Provider shall provide the Performance Guarantee to the Procuring agency no later than the date specified in the Letter of acceptance / Advance Acceptance of Tender (AAT) in a form as specified in AAT. The Performance Guarantee shall be valid until a date 3 Months. From the date of Contract.

4. Payments to the Service Provider

4.1 Payment as per Actual Work Done

The Service Provider's remuneration shall be paid on actual work done upon provision of invoice and complete set of documents required.

4.2 Contract Price

The price payable in Pak Rupees (PKR).

5. General Guidelines

1. The service provider shall be liable to pay compensation for any loss and damage caused to the property of the Procuring Agency or its staff by the Service Provider or its workers. The Service Provider can also partner with an insurance company that will pay to compensate for the damage on behalf of the Service Provider.
2. In such circumstances when the service provider is unable to provide the required services, the Procuring Agency has the right to withhold payment and procure the services of any other service provider for the same financial amount.

6. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Arbitrator / Adjudicator is: Secretary, Primary & Secondary Healthcare Department
1.1 (b)	“Consideration Amount” means the procuring agency shall make payment to the Service Provider after deducting all penalties, applicable taxes in consideration of the services rendered to be performed by the Service Provider under the contract.
1.1 (c)	The contract name is: “ SHIFTING OF DIRECTOR DRUGS CONTROL OFFICES: 1. DG DDCP OFFICE, 2, CDC OFFICES, 3. PQCB OFFICES ” Reference No. DDC(A&F)02-04/2023-24
1.1 (f)	The Procuring Agency is: Directorate of Drugs Control, Primary and Secondary Healthcare Department, Government of the Punjab
1.1 (m)	The Service Provider is>..... having registered office at ----- --, Lahore through its “-----”
1.2	The Applicable Law is: Laws of Islamic Republic of Pakistan
1.3	The language is: English
1.4	The addresses Procuring agency: Director General Drugs Control, Primary and Secondary Health Department, Government of Punjab 48/1, Kacha Lawrence Road, Lahore Service Provider: M/s **** Attention: CNIC: Tel: Email:
1.6	The Authorized Representatives are: For the Procuring Agency: Director General Drugs Control For the Service Provider:
2.1	The Contract shall come into force with effect from the date on which both parties have signed the contract i.e., *****
2.2.2	Service Provider shall commence the services within ten (3) days from the award of the contract.
6.2(a)	The approx. cost of the contract is PKR ***** /- (In words) (The contract amount is not fixed cost, it shall be determined on as per Actual (APA) basis.)

7. SCOPE OF SERVICES

The Directorate of Drugs Control, Primary & Secondary Healthcare Department (P&SHD) requires firms to provide services for safely shifting of All items /Record of following offices:

R #	NAME OF SITES	From	To
1	Directorate of Drugs Control, Punjab Offices	48/1, Lawrence Road, Lahore	New Building, MSD compound, Gurumangat Road, Gulberg, Lahore.
2	Chief Drugs Controller Punjab Offices	48/1, Lawrence Road, Lahore	New Building, MSD compound, Gurumangat Road, Gulberg, Lahore.
3	Provincial Quality Control Board,	492-R-II, Johar Town, Lahore	New Building, MSD compound, Gurumangat Road, Gulberg, Lahore.

1. Shifting including **safely** dismantling, Un-assembling, Labeling, Packing, loading, transportation, un-loading, un-boxing, Assembling, service of air conditions, and installation of mounted items, like ACs, wooden cabinets/Display boards. Name plates etc. *(Service of Air conditioners including minor repair & Gas recharging, where it is needed)*
2. For packing of Electric / I.T items, record, or sensitive items, Bidder has to provide proper cartons, masking tapes, packing strips/ropes, etc. for safe & sound packing and shifting.
3. For Electric Generators due care & safety measures should also be adopted properly.
4. Bidder may visit these offices & MSD Site, during office hours to physically evaluate the work volume.
5. As there are 3-Offices' items being shifted, each office has its separate budget/DDO, so separate invoice to be raised in the name of concerned office to process the payment from its own budget, after successful completion of work.
6. List of items (Office wise) attached
 - i. List-A Lot # 1 Offices of DG DDCP
 - ii. List –B Lot # 2 Offices of CDC
 - iii. List –C Lot # 3 Offices of PQCB
7. Payment will be made operationalization of goods as received. In case of any damages, the firm will provide same or equivalent product or as decided by procuring agency.

Appendix- – Undertaking for Blacklisting

UNDERTAKING

I/we, the undersigned solemnly conform and declare that we, M/s _____, is not blacklisted/de-registered/debarred by any Federal or Provincial Government Department/ Organizations/ Autonomous Bodies/ Institutions/ and any other public sector body anywhere in Pakistan.

Furthermore, M/s _____ is not in litigation with any of its customer public sector departments/organizations/autonomous bodies/ institutions and any other public sector local bodies anywhere in Pakistan.

**AUTHORIZED REPRESENTATIVE
NAME OF THE COMPANY**

Note: *This will be printed on valid stamp paper worth Rs. 300*

LIST -A (LOT # 1)

Detail of Fixed Asset & Record of Directorate of Drug Control at 48/1 Kacha Lawrence Road Lahore

Sr No	Name of Item	Quantity
1	Manager Table with side Rack.	3
2	Full Height Cabinet.	29
3	Staff Chair	50
4	Waiting Visitor Chair	55
5	Reception Counter Round.	3
6	Booth Reception Counter (CDSL)	1
7	Hanging Wall Cabinet.	70
8	Cheikh Wooden with Cloth cover.	2
9	Poly wooden paneling	325 sq ft
10	Wooden Blinds	8
11	UPS Crown Micro (CM-650)	19
12	Video Link system	1
13	Air Conditioner 2 Ton Cabinet	2
14	Air Conditioner 2 Ton Split	6
15	Photocopier Machine	1
16	Water Dispenser	4
17	Fridge	2
18	Microwave Oven	1
19	Insect Killer	1
20	Electric Water Air Cooler	2
21	Bracket Fan	2
22	Bio Matric Attendance Machine	1
23	Bio Matric Door Lock Machine	3
24	Laptop	9
25	Desktop Computer	21
26	LED Monitor	21
27	Adapter	21
28	Zong Internet	6
29	Printer MD402	4
30	Printer MDW2	2
31	Office Files & Record	8000-9000 files
32	And any other items/ record as available in DDCP offices	

LIST -B (LOT # 2)		
LIST OF FIXED ASSETS & RECORDS IN CDC OFFICE:		
At 48/1 Kacha Lawrence Road, Lahore.		
SR.#	ITEM	QTY
	COMPUTERS:	
1	COMPUTER LENOVO	15
2	UPS FOR LENOVO	12
3	PRINTER COLOR HP 5225N	3
4	OFFICE TABLE	10
5	EXECUTIVE OFFICE TABLE	7
6	SIDE TABLE	7
7	EXECUTIVE CHAIR	7
8	COMPUTER REVOLVING CHAIR	7
9	VISITOR MEDIUM BACK CHAIR	35
10	STEEL FILE CABINET FOR DRAWERS	7
11	STEEL ALAMRIAH	11
12	WOOD ALMARIAH	6
13	LAPTOP HP PROBOOK 450 G4	7
14	BOARD TABLE	2
15	OFFICE CHAIRS	15
16	BORD ROOM CHAIRS	16
17	MANAGER CHAIRS	3
18	SAMSUNG LED 50	3
19	WORKING STATIONS WITH DRAWERS	30
20	PRINTERS	9
21	GLASS PLATE WITH WRITING IMBOUSE 3*3	6
22	BIOMETRIC MACHINE ZKTF7	3
23	MARBLE NAME PLATE	1
24	CHIEKH 12*8	1
25	BENQ MULTIMEDIA PROJECT MODEL MX 660	1

26	AUTOMATIC ELECTRIC SCREEN	1
27	NAME PLATES FOR OFFICERS OF CDC	15
28	HK VISION BULLET CAMERA DS-2CD1041-I/4MP	18
29	HIK VISION 16 CHANNEL NVR DS-7616 NI-E2	2
30	TELEPHONE SET MODE NO MODE	18
31	CLI TELEPHONE SET MODEL 909	1
32	PORTRAIT QAID E AZAM	2
34	TREE	2
35	KIYARI (GROUND FLOOR)	1
36	BAIL (GROUND FLOOR)	1
37	GREEN GRASS MATT (GROUND FLOOR)	1
38	RAY DIAGRAM OF OFFICE (GROUND FLOOR)	1
39	ORGANOGRAM OF OFFICE	1
40	FIRE EXTINGUISHER 6KG	5
41	OFFICE STAMPS	10
42	OFFICE STAMPS SEALS	1
43	CABINET AC	5
44	SPLIT AC	15
45	LADDER	1
46	DESKTOP COMPUTER	6
47	WATER DISPENSER	6
48	CABINET FANS	3
49	PHOTOCOPIER MACHINE	2
50	CEILING FANS	16
51	BRACKET FANS	4
52	ORGANOGRAMS IN EACH OFFICE	25
53	WOODEN CABINETS	79
54	ELECTRIC GENERATOR	1
55	LIGHTS LED	200
56	ROOM 12 FURNITURE	
57	SOFA BUDGET PRO 3 SEATER (INTERWOOD)	1

58	OFFICE TABLE MEDIUM (INTERWOOD)/REPLACED BY DTL LARGE TABLE	1
59	POSSO VISITOR CHAIR(INTERWOOD)	6
60	ARC CENTER TABLE MEDIUM(INTERWOOD)	1
61	FILES & RECORD	
	Form 4 200 books	
	Form 5 265 books	
	Form 9 720 pages	
	Form 10 2770 pages	
	Form 11 850 pages	
	CDSL File are 8100 (record)	
	And any other items/ record as available in CDC offices	

LIST- C (LOT # 3)		
DETAIL OF ASSETS / RECORD AT PQCB OFFICE.		
492-R-II, JOHAR TOWN, LAHORE		
Sr No	Name Of Item	Quantity
1	Desktop Computers	30
2	Desktop LCD	30
3	Mouse	27
4	keyboard	27
5	Work Station	40
6	Side Table	40
7	Printer	16
8	Air Conditioners	25
9	Projector	1
10	Speakers	4
11	Mike	4
12	Refrigerator	3
13	Water Dispensers	5
14	Small Side Table	9
15	Large Side Table	7
16	Sofa	9
17	Simple Black Chairs	52
18	Revolving Chairs	50
19	Board Room Table	3
20	Board Room Chairs	20
21	Office Chairs	5
22	Office Table	3
23	Cupboard Large Size	1
24	Cupboard Side Racks	4
25	Reception Table	1
26	Steel Cupboard	1

27	Steel Racks	24
28	Bio Matric Machine	2
29	Generator	1
30	Fire Extinguisher	7
31	Photocopy Machine	2
32	CCTV Camera	16
33	DVR	1
34	Router	1
35	Record files (files + Agenda + attendance + minutes of meetings)	Approx. 18,000 files
36	And Any other record/ items as available in PQCB Office	