



Primary & Secondary  
Healthcare Department

## **BIDDING DOCUMENTS**

**FOR**

## **PROCUREMENT OF COURIER SERVICES FOR THE FINANCIAL YEAR 2023-24**

**Bid Reference No. SO(G)/P&SHD/1-63/22**

**GOVERNMENT OF THE PUNJAB  
PRIMARY & SECONDARY HEALTHCARE DEPARTMENT  
1-BIRDWOOD ROAD, LAHORE**



## Primary & Secondary Healthcare Department

### INVITATION FOR BIDS PROCUREMENT OF COURIER SERVICES FOR THE FINANCIAL YEAR 2023-24

**Bid Reference: SO(G)/P&SHD/1-63/2023**

1. Government of the Punjab, Primary & Secondary Healthcare Department (P&SHD) invites sealed bids from eligible bidders for procurement of Courier Services.
2. A complete set of Bidding Documents containing detailed scope of work & other terms & conditions can be downloaded free of cost from websites [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) & [www.pshealthpunjab.gov.pk](http://www.pshealthpunjab.gov.pk).
3. Bidding shall be conducted through Single Stage Two Envelope Bidding Procedure as per Rule-38 2(a) of PPR, Rules, 2014. The envelopes 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 interested bidders on **27<sup>th</sup> December, 2023 (Wednesday)** by **11:00 AM** with a Bid Security as mentioned in Bidding Documents, in the office of undersigned. The applications received till the stipulated date & time shall be opened publicly on the same day at **11:30 AM** in the presence of the applicants or their authorized representatives who choose to attend.
5. In case the date of opening is declared as a public holiday by the Government or non-working day due to any reason, the next official working day shall be deemed to be the date of submission and opening of applications accordingly. The time and venue shall remain the same.
6. The Procuring Agency reserves the right to cancel the selection process and reject all Proposals, at any time prior to the award of Contract, without thereby incurring any liability in this regard.

**Note: The Procurement shall be conducted as per Punjab Procurement Rules, 2014.**

**SECTION OFFICER (GENERAL)  
GOVERNMENT OF THE PUNJAB,  
PRIMARY & SECONDARY HEALTHCARE DEPARTMENT  
1-BIRDWOOD ROAD, LAHORE. PH: 042 99205826**

## GENERAL INSTRUCTIONS

1. A Bidder/ Service Provider shall be a legally registered entity with the formal intent to enter into an agreement.
- 1.1 The bidder must be an active payer. Punjab Revenue Authority (PRA) registration with documentary proof shall have to be provided by bidder(s).
- 1.2 A Bidder who is barred/ blacklisted or disqualified either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an affidavit on stamp paper.
- 1.3 The bidder shall provide all information required in the bidding documents and documents to substantiate its claim for eligibility.
2. At any time prior to the deadline for submission of bids, the Procuring Agency/ Department, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment. Such amendment/response shall be sent to all prospective Bidders that have received the bidding documents, and shall be binding on them.
3. The Procuring Agency, at its discretion, 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.
4. For the purpose of preparing the bid, the interested bidders are allowed to visit the site to conduct the survey and relevant assessments.
5. The bidders shall submit technical and financial proposals in separate sealed envelopes in one sealed envelope on or before **27th December, 2023 (Wednesday)**, at **11:00 A.M** in the Office of the Section Officer (General), P&SHD. In preparing the technical proposal, the bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at bidder's risk and may result in rejection of the proposal.
6. The technical proposals shall be opened at **11:30 A.M** on the same date in the presence of bidders and/ or their authorized representatives. Representatives shall have a signed authority letter from the bidder to be present in the bid opening.
7. The offer must be valid for **180 Days** from the last date of submission of bids.
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. The Service Provider shall have to provide all relevant documents required for qualification of Courier Services.
11. After the evaluation and approval of the technical proposal, the procuring agency, shall at a time within the 10 validity period, publicly open the financial proposals of the technically responsive bidders, on a time, date and venue announced and communicated to the bidders in advance in the presence of the bidders or their representatives. The financial bids of the technically non-responsive bidders shall be returned unopened to the respective bidders.
12. The quoted prices shall be treated as firm and final in Pak Rupees.
13. Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction

must be initialed.

14. Every page is to be signed and stamped at the bottom. The Bidder is required to offer 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, PST or other taxes shall be passed on to the Procuring Agency.
15. While tendering your quotation, the present trend/ inflation in the rate of services and goods in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of services and goods shall be entertained after the bid has been submitted.
16. Financial proposal should be prepared using the formats attached in **Annexure-B**. Financial proposals of only the technically qualified/ responsive bidders will be opened after due notification and procedure as laid down in PPRA rules.
17. Conditional discounts shall not be considered in evaluation.
18. The Financial Proposals should contain:
19. Covering Letter on Company letter-head
20. **Bid Security** – In the shape of a Bank Guarantee / CDR equivalent to 05% of total estimated cost of **Rs. 2.060 Million** which comes to **Rs. 103,000/-** along with their Technical Bid in the name of **“Section Officer General, P&SHD”**.
21. The award of the contract shall be valid for **one (01) year** from the date of signing the contract.
22. The contract between the Procuring Agency and the Service Provider can be extended for one (01) year on the same terms & conditions. The annual renewal shall be based on the following conditions:
  - a. Mutual consent of both parties.
  - b. Performance review of the Service Provider duly signed by the Convener Purchase Committee.
  - c. Approval of Competent Authority.
  - d. Renewal of the performance security by the service provider.
23. The Service Provider will enter into contract within **ten (10) days** after issuance of Letter of Award / Advance Acceptance of Tender.
24. The Service Provider must quote the Contract Title and include the following declarations:
  - 24.1 We have examined the information provided in your terms of reference and offer to undertake the work described in accordance with requirements as set out in the TOR.
  - 24.2 The proposal (Technical & Financial) has been arrived independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other potential investor invited to submit proposal for this contract.
  - 24.3 We confirm that the enclosed hard copy/electronic versions of the technical proposal are true and have complete copies of these documents.
  - 24.4 We confirm that all Service Provider will be available to undertake the services.
  - 24.5 We confirm that there are no personal, financial and business activities that will, or might, give rise to a conflict of interest, if we are awarded with this contract.
  - 24.6 We confirm that the Service Provider:
    - 24.6.1 Are not or have not been the subject of any proceedings or other arrangements relating to bankruptcy, blacklisting, insolvency or financial standing.

24.6.2 Have not been convicted of any offence concerning professional misconduct.

24.6.3 Have not been convicted of corruption including the offence of bribery.

24.6.4 We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.

24.7. I confirm that I have the authority of [name of Service Provider's company] to submit proposal and to clarify any details on its behalf.

## **Bidding Method and Evaluation**

### **25. Bidding Method**

As per rule 38 2(a) of PPR, 2014 (amended) Single Stage Two Envelopes Bidding Procedure shall be adopted.

### **26. Rejection of Bids**

26.1 The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per Rule 35 of PPR, 2014 (amended)

26.2 The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.

26.3 The procuring agency shall incur no liability, solely by virtue of its invoking sub-rule (1) towards the bidders.

26.4 The bidders shall be promptly informed about the rejection of the bids, if any.

### **27. Performance Security**

The successful bidder shall furnish a Performance Security in the shape of Bank Guarantee from any scheduled bank operating in Pakistan on the format attached as **Annexure-C** of the amount equivalent to **05% of the total annual Contract amount**, with annual validity before the signing of the contract.

### **28. Bid Evaluation**

28.1 If the technical component achieves 70% points, the bid will be considered technically responsive. Those bids scoring less than 70% will not be considered for financial bid opening.

28.2 Financial bids of technically responsive bidders shall be opened at a date and time fixed and notified in advance to the bidder. The contract may be awarded to the lowest financial bid of the technically qualified bidders (bidders scoring 70% or more in the technical evaluation) subject to reasonability of prices. However, Procuring Agency may reject all proposals as specified in rule 35 of Punjab Procurement Rules, 2014.

#### ***28.2.1 Technical Evaluation***

The technical evaluation of the bid shall be according to the criteria given in **Annexure-A**. All compliance certificates need to be submitted with the technical bid along with all lists and other requirements with proofs.

#### ***28.2.2 Financial Evaluation***

The financial evaluation of the bid shall be according to the financial evaluation as given in **Annexure-B**. Incomplete bids shall stand rejected.

# GENERAL CONDITIONS OF CONTRACT (GCC)

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. *“The Contract”* means the agreement entered into between the Purchaser/Primary & Secondary Healthcare Department and the Service Provider, as recorded in the Agreement signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - b. *“The Contract Price”* means the price payable to the Service Provider under the Contract for the full and proper performance of its Contractual obligations.
  - c. *“The Services”* means all those Service Deliveries which the Service Provider is required to provide to the Purchaser under the Contract.
  - d. *“GCC”* mean the General Conditions of Contract contained in this section.
  - e. *“The Purchaser”* means the Government of Punjab, Primary & Secondary Healthcare Department, 1-BirdWood Road, Lahore.
  - f. *“The Service Provider”* means the individual or company providing the services under this Contract.
  - g. *“Day”* means calendar day.
- 2. Standards**
- 2.1 The services supplied under this Contract shall conform to the standards mentioned in the Scope of Services.
- 3. Use of Contract Documents and Information**
- 3.1 The Service Provider shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 3.2 The Service Provider shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 3.1 except for purposes of performing the Contract.
- 3.3 Any document, other than the Contract itself, enumerated in GCC Clause 3.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Service Provider’s performance under the Contract if so required by the Purchaser. The Service Provider shall permit the Purchaser to inspect the Service
- 3.4 Provider’s accounts and records relating to the performance of the Service Provider.
- 4. Patent Rights**
- 4.1 The Service Provider shall indemnify the Purchaser against all third-

		party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
<b>5. Delivery and Documents</b>	5.1	The Service Provider in accordance with the terms and manner specified in the Schedule of Requirements shall make delivery of the services.
	5.2	The Service Provider shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
<b>6. Insurance</b>	6.1	The Service Provider shall be solely responsible for Insurance of the services subject to the contract.
<b>7. Transportation</b>	7.1	The Service Provider shall arrange such transportation as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed. All costs associated with the transportation of the documents subject to this contract shall be borne by the Service Provider.
	7.2	
<b>8. Warranty</b>	8.1	All services subject to this contract shall be accompanied by the necessary warranty in the manner prescribed.
	8.2	The Purchaser shall promptly notify the Service Provider in writing of any claims arising under this warranty.
<b>9. Prices</b>	9.1	Prices charged by the Service Provider for services, the Contract shall not vary from the prices quoted by the Service Provider in its bid (and subsequently approved by P&SHD) and shall remain the same till the expiry of the contract.
<b>10. Contract Amendments</b>	10.1	No variation in or modification of the terms of the Contract shall be made.
<b>11. Assignment</b>	11.1	The Service Provider shall not assign, in whole or in part of work to any third party.
<b>12. Subcontracts</b>	12.1	The Service Provider shall not be allowed to sublet and award subcontracts to any third party.
<b>13. Delays in the Service Provider's Performance</b>	13.1	Delivery of the services shall be made by the Service Provider in accordance with the TORs.
	13.2	If at any time during performance of the Contract, the Service Provider encounters conditions impeding timely delivery of the services, the Service Provider shall promptly notify the Purchaser in writing of the fact of the delay.
<b>14. Termination by Default</b>	14.1	<ul style="list-style-type: none"> <li>a. if the Service Provider fails to deliver any or all of the services within the period(s) specified in the signed contract.</li> <li>b. if the Service Provider fails to perform any other obligation(s) under the Contract.</li> <li>c. if the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul>
<b>15. Blacklisting</b>	15.1	A procuring agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the

procuring agency, if the bidder or contractor has:

- a. acted in a manner detrimental to the public interest or good practices;
- b. consistently failed to perform his obligation under the contract;
- c. not performed the contract up to the mark; or
- d. indulged in any corrupt practice.

15.2 If a procuring agency debars a bidder or contractor under sub-rule (1), the procuring agency:

- a. shall forward the decision to the Authority for publication on the website of the Authority; and
- b. may request the Authority to debar the bidder or contractor for procurement of all procuring agencies.

15.3 The Managing Director may debar a bidder or contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

15.4 Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

15.5 Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

15.6 The mechanism or process for barring a bidder or contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

**16. Termination for Insolvency**

16.1 The Purchaser may at any time terminate the Contract by giving written notice of one-month time to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Service Provider, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

**17. Arbitration and Resolution of Disputes**

17.1 The Purchaser and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

17.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.



- 17.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940.
- 18. Applicable Law** 18.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
- 19. Notices** 19.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others, address specified in the contract.
- 19.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 20. Taxation** 20.1 All taxation, whether International, Federal, Provincial or Local, shall be borne by the Service Provider.
- 21. Payment** 21.1 The Procuring Agency shall make prompt payments to Service Provider against the invoice on satisfactory performance within 30 days.
- 22. Redressal of Grievances** 22.1 The Procuring Agency shall constitute a committee, according to Rule 67 of Punjab Procurements Rules 2014, comprising odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 22.2 Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than **ten (10)** days after the announcement of the bid evaluation report.
- 22.3 The committee shall investigate and decide upon the complaint within **fifteen (15)** days of the receipt of the complaint.
- 22.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## **SCOPE OF SERVICES**

1. The firm will be responsible for Postal of official documents / goods for Intra-city, Intra-provincial (Punjab), Intra-country (Pakistan) from Monday to Saturday & in case of Emergency Call at any time in a day / week / weekend.
2. Official documents / goods must be delivered within 24 hours at the destination in case of Intra-city.
3. Official documents / goods must be delivered within 24 hours at the destination in case of Intra Provincial (Punjab).
4. Official documents / goods must be delivered within 48 hours at the destination in case of Intra-country (Pakistan).
5. The consignment must be tracked online after dispatch.
6. The Service Provider will deliver the documents / goods to Intra-city, Intra-provincial (Punjab) and Intra-country (Pakistan) as per agreed rates.
7. Un-received postages must be delivered back to the Procuring Agency with comments about the reasons of non-delivery.
8. The Procuring Agency reserves the right to randomly check the postages for their timely delivery to the destination.
9. Minimum postage collection time & dispatch interval shall be one time per day.
10. The firm will submit monthly delivery report of Intra-city, Intra-provincial (Punjab) and Intra-country (Pakistan) to Procuring Agency along with monthly invoice
11. The Service Provider shall be liable to pay compensation for any loss and damage.

### **Penalties**

1. In case of late delivery beyond the pre-defined time line in scope of services a penalty of 50% of the price of single Postage shall be charged.
2. When the Service Provider is unable to provide the required services, the Department has the right to withhold payment and procure the services of any other Service Provider for the same financial amount.

## **EVALUATION CRITERIA**

### **Mandatory Parameters:**

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

- i. Evidence of legally registered entity.
- ii. The bidder must be an active tax payer. Documentary proof of National Tax Number (NTN) and Professional Tax Certificate.
- iii. Registration certificate of Punjab Revenue Authority (PRA).
- iv. A Bidder who is barred/ blacklisted or disqualified either by any Government/ Department/ Agency/ Authority would not be eligible to submit the Bid. The Bidder will submit an affidavit to this effect on stamp paper.
- v. Bidder complying with all mandatory parameters and obtaining **50%** in each category and overall **70%** Marks shall be declared as Responsive. Financial Bids of only Responsive Bidders shall be opened.

### **Marking Parameters:**

<b>Sr. No.</b>	<b>Description</b>	<b>Max Marks</b>	
1.	Specific experience is similar Assignment. For the purpose of ranking of the Bidder/ Service Provider, marks will be awarded as follows	35	
	5-10 Projects		15 Marks
	10-15 Projects		25 Marks
	15 Projects or above		35 Marks
	The Service Provider shall submit Work Order/ Contract / Performance Satisfactory letter as an evidence.		
2.	<u>Capacity of the Firm</u>	35	
	50-100 Relevant Personnel		15 Marks
	101-200 Relevant Personnel		25 Marks
	201-300 Relevant Personnel		35 Marks
	*The list of Personnel along with their Name, Designation CNIC and Mobile number must be provided		

3.	<b>Financial Capability of Bidder:</b>		30
	Average Annual Turnover for last 03 Years (duly supported by Audited Financial Statements) 20 - 30 Million PKR	10 Marks	
	Average Annual Turnover for last 03 Years (duly supported by Audited Financial Statements) 31 – 40 Million PKR	20 Marks	
	Average Annual Turnover for last 03 Years (duly supported by Audited Financial Statements) 41 Million or above	30 Marks	
<b>TOTAL MARKS</b>			<b>100</b>

Sign: \_\_\_\_\_

Designation: \_\_\_\_\_

Stamp: \_\_\_\_\_

**FINANCIAL BID**  
**COURIER SERVICES FOR P&SHD**

Name of Bidder. \_\_\_\_\_

Registered Office Address. \_\_\_\_\_

**BREAKDOWN OF THE COST**

SR. NO.	Nature of Postage/ Delivery	Weight of Postage Delivery		Tentative No. of Units Per Month	Price Quoted for each Component (inclusive all applicable taxes + transportation charges) Rs.
i	Intra-City (Within City)	A	0-0.50 kg	3,000	
ii	Intra Provincial (Within The Punjab + Islamabad)	C	0-0.50 kg	5,000	
<b>Gross Total</b>					

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

Name of the Signatory: \_\_\_\_\_

Designation of Signatory: \_\_\_\_\_

Stamp Of the Company: \_\_\_\_\_

**ANNEXURE-C**

**FORM OF PERFORMANCE SECURITY**

..... 2023

To:

The Section Officer General,

**\*\*P&SHD\*\***

**\*\* Address\***

PERFORMANCE SECURITY NO. ....

We, [●]<sup>3</sup>, being the Bank Guarantee issuing bank (the **issuing Bank**) understand that [●] a company incorporated under the laws of [●] having its registered office located at [●] (the **Service Provider**) has been selected as the successful bidder following a tendering process for the Procurement of Courier Services for **\*\* Name\*\***.

Further, we understand that pursuant to such tender process, the Service Provider is required to provide **\*\* Name\*\*** with a performance bond equal to PKR \_\_\_\_\_ (05% of annual quoted price of contract).

The above premised, we (the Issuing Bank) hereby undertake irrevocably and unconditionally to pay to **\*\*Name\*\***, 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 **Bank Guarantee Amount**)

<sup>3</sup>Insert name of Issuing Bank;

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 honoured by us, if it is made by and bears the signature of the Section Officer General of **\*\* Name\*\***.

We, the Issuing Bank, shall unconditionally honour 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 Bank 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 **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 Expiry Hard Date, the Issuing Bank shall honour 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\*\***

## **ANNEXURE-D**

### **Payment Schedule**

Lawful & prompt payments shall be made on monthly basis by the concerned Purchaser/Disbursing & Drawing Officer (DDO) of respective Procuring Agency/Office against satisfactory performance after verification of quantity & quality of service deliveries and after fulfilment of all prescribed legal & codal formalities of the contract and relevant laws/rules.



**DRAFT CONTRACT**

# **Courier Services**

## CONTRACT

**NO. C(F)/P&SHD/1-63/17.** This Contract is made at Primary & Secondary Healthcare Department (P&SHD), 1-Birdwood Road, Lahore between **Primary & Secondary Healthcare Department (P&SHD), 1-Birdwood Road, Lahore** (hereinafter referred to as the “Procuring Agency”) of the First Part; and M/s \_\_\_\_\_ a company registered under the laws of Pakistan and having its registered office at \_\_\_\_\_ and Regional Office at \_\_\_\_\_ (hereinafter called the “Contractor”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

**WHEREAS** the Procuring Agency invited bids for Courier Services, for Primary & Secondary Healthcare Department during Financial Year 2021-22 as defined in this Contract in pursuance whereof M/s \_\_\_\_\_ being the Courier Service Provider in Pakistan and ancillary services offered to supply the required Services (s); and Whereas, the Procuring Agency has accepted the bid by the Service Provider as per following detail;

Name of Firm	Nature of Postage/ Delivery	Weight	Rates (Including all taxes + Transportation Charges) (Rs.)	Estimated Cost (PKR)	Amount of Performance Security (PKR)	Amount of Stamp Duty (PKR)
	Intra-city (Within City)	0-0.50 kg				
		0.51-1 kg				
		For each additional Kg				
	Intra-Provincial (Within Punjab)	0-0.50 kg				
		0.51-1 kg				
		For each additional Kg				
	Intra-Country (Within Pakistan)	0-0.50 kg				
		0.51-1 kg				
		For each additional Kg				

**NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;**

- The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -

- a. This Contract Form
- b. The General Conditions of Contract
- c. The Terms of References / Scope of Work & Schedule of Requirements
- d. Notification of Award / Advance Acceptance of Tender (AAT)
- e. Payment Schedule
- f. Performance Guarantee/Security
- g. Integrity Pact

2. **Interpretation:** 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*”:

3. **The Term of the Contract:** This contract shall become effective from \_\_\_\_\_ and remain valid for **one (01) year** from the date of signing the contract. The contract between the Procuring Agency and the Service Provider can be extended for **one (01) year** on the same terms & conditions. The annual renewal shall be based on the following conditions:

- i. Mutual consent of both parties.
- ii. Performance review of the Service Provider duly signed by the Convener Purchase Committee.
- iii. Approval of Competent Authority.
- iv. Renewal of the performance security by the service

4. The Contractor declares as under:

- i. **M/s** \_\_\_\_\_ 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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
- ii. Without limiting the generality of the foregoing, **M/s** \_\_\_\_\_ 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 Punjab, except that which has been expressly declared pursuant hereto.
- iii. **M/s** \_\_\_\_\_ certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related

- to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. **M/s** \_\_\_\_\_ 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 Procuring Agency under any law, contract or other instrument, be void able at the option of Procuring Agency.
  - v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, **M/s** \_\_\_\_\_ agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by **M/s** 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 Procuring Agency.
  - vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Secretary (Admin) or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

**5. Items to be Supplied & Agreed Unit Cost:**

- i. The Contractor shall provide to the Procuring Agency the services on the agreed cost more specifically described in the Price Schedule Submitted by the Bidder (Now Contractor).
- ii. Each Service provided shall strictly conform to the Schedule of Requirements and to the Scope of Services prescribed by the Procuring Agency against each service
- iii. The Unit Cost agreed in the Contract is inclusive of all taxation and costs associated with transportation and other agreed incidental costs.

**6. Payments:** The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Services, as specified in the Schedule of Requirements and Terms of References/Scope of Services in accordance with the Price Schedule submitted by the Service Provider, the amount against the delivered services 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. The lawful payment to the Contractor shall be made within 30 days after satisfactory performance and as per agreed schedule of payment.

**7. Mode of Payment:** All payments to the Contractor shall be made through Crossed Cheques issued in the name of **M/s** \_\_\_\_\_.

**8. Payment Schedule:** All payments to the Service Provider shall be made in accordance with the agreed Payment Schedule at (**Annex-D**), upon satisfactory completion of delivery and fulfilment of documentary and codal formalities highlighted in the Payment Schedule at **Annex D**.

**9. Performance Guarantee/Security:**

- i. The Service Provider, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of Bank Guarantee equivalent to 05% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Service Provider upon successful completion of the Contract.

**10. Penalties/ Liquidated Damages**

- i. Wherein the Service Provider fails to make service deliveries as per signed contract & Notification of Award of Contract and Purchase Orders and within the stipulated time frame specified in the Schedule of Requirement, the Contract to the extent of non-delivered portion of supplies shall stand cancelled.
- ii. After the cancellation of the Contract no services shall be accepted and the amount of Performance Guaranty/Security to the extent of non-delivered portion of services shall be forfeited.
- iii. If the Service Provider fails to provide requisite services and not able to deliver to consignee's end, the entire amount of Performance Guaranty/Security shall be forfeited to the Government account and the company shall be blacklisted minimum for two years for future participation.
- iv. In case of late delivery beyond the pre-defined time line in scope of services, a penalty of 50% of the price of single late Postage shall be charged. However, in case of cogent and justifiable delay in delivery of postage, a Tolerance Level of 2% will also be observed.
- v. The contract of Courier Services is applicable only for P&SHD, 01-Birdwood Road, Lahore and not for other attached Departments like Projects/ Programs.

- 11. Notices:** All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

**For the Purchaser:  
Section Officer (General)**

Government of the Punjab,  
Primary & Secondary Healthcare Department,  
1-Birdwood Road Lahore.

**For the Service Provider:**

M/s \_\_\_\_\_

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

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at Lahore and shall enter into force on the day, month and year first above mentioned.

**Sealed & Signed on behalf of  
Service Provider**

**Sealed & Signed on behalf of  
Primary & Secondary Healthcare  
Department**

Name:  
Designation in the Firm:  
CNIC:

\_\_\_\_\_  
**Government of the Punjab  
Primary & Secondary Healthcare  
Department**

**Witness-1 on behalf of the Contractor**

Name of Witness:  
Designation in the Firm:  
CNIC:

**Witness-1 on behalf of the Primary &  
Secondary Healthcare Department**

**Witness-2 on behalf of the Contractor**

Name of Witness:  
Designation in the Firm:  
CNIC:

**Witness-2 on behalf of the Primary &  
Secondary Healthcare Department**

# INTEGRITY PACT

## AFFIDAVIT (Rs. 100/- Stamp Paper)

We M/s \_\_\_\_\_ being the first duly sworn on oath submit, that **Mr.**  
\_\_\_\_\_ is the representative duly authorized by M/s \_\_\_\_\_

hereinafter called the Contractor to submit the attached bid to the Primary & Secondary Healthcare Department, Government of the Punjab. Affiant further states that the said M/s \_\_\_\_\_ has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the Primary & Secondary Healthcare Department, Government of the Punjab any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Attestation by Notary Public \_\_\_\_\_

*[letterhead paper of the Procuring Agency]*

# BID FORM

Date:

Tender No:

Name of the Item:

To: *[Name and address of Procuring Agency]*

Respected Sir

Having examined the bidding documents including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to provide services as per scope mentioned under the above-named Contract in full conformity with the said bidding documents for the sum of [Total Bid Amount], [Bid Amount in words] and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to provide services as per scope mentioned in accordance with the service schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per the bidding documents.

Name and address of bidder

Amount and Currency  
(if none, state "none")."

Dated this day of , 2023

Signature  
(in the capacity of)

Duly authorized to sign bid for and on behalf of Attachment