

NO. PFA/AD (P)/2022-23 _____
PRE-QUALIFICATION OF DIAGNOSTIC
LABORATORIES FOR MEDICAL
SCREENING OF FOOD HANDLERS



BIDDING DOCUMENTS

Bid Opening Date 14-04-2023
Bid Receive Time 11:00 AM
Bid Opening Time 11:30 AM

DISCLAIMER

1. The Punjab Food Authority (hereinafter referred to as the Procuring Agency) has prepared these Prequalification Documents (PQD). The PQD constitute no commitment on the part of Procuring Agency to enter into any arrangements with any Applicant/ Bidder in respect of procurement of Services under the PQD or otherwise.
2. The information contained in the PQD or as may be subsequently provided to the Applicants/ Bidders (in documentary or any other form) by or on behalf of the Procuring Agency, with respect to the Pre-Qualification process being conducted pursuant to the PQD, are indicative only and are provided solely to assist in a preliminary assessment of the proposed Pre-Qualification. Moreover, each bid/ Application shall be evaluated in accordance with the Prescribed criteria provided in the PQD.
3. The PQD do not constitute an Agreement. The purpose of the Pre-Qualification is to provide proposed Applicants/ Bidders with information that may be useful for them in preparing their offers/ bids pursuant to the PQD.
4. The PQD may not be appropriate for all interested parties and it is not possible for the Procuring Agency to consider the objectives and particular needs of each interested party which reads or uses the PQD.
5. The assumptions, assessments, statements and information contained in these PQD may not be complete, accurate and adequate or correct for the purposes of any or all interested parties.
6. Each proposed Applicant/ Bidder is required to conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in these PQD and seek independent professional advice on any or all aspects of these PQD, as deemed appropriate. The Procuring Agency is not under obligation to consider any such advice or opinion.
7. All information submitted in response to the PQD becomes the property of the Procuring Agency, including all business information and proprietary data submitted with all rights of communication and disclosures, subject to applicable laws in Pakistan.
8. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in the PQD.
9. While submitting a bid/ Application in response to these PQD, each Applicant/ Bidder certifies that it understands, accepts and agrees to the disclaimers set forth herein.
10. Nothing contained in any provision of these PQD or any statements made orally or in writing by the Applicant/ Bidders/Contractor shall have the effect of negating or suspending any of the disclaimers set forth herein.
11. PFA reserves the right to withdraw it or cancel this procurement process or any part thereof, or to vary any of its term at any, without incurring any financial obligation in connection therewith.
12. PFA also reserves the right to rectify any arithmetical or typo mistake at any time of this process.

Contents

1. Invitation for Pre-Qualification	5
2. Sections of Prequalification Documents	9
PART 1: PREQUALIFICATION PROCEDURE	11
Section I: Instructions to Applicants	11
3. Eligible Applicants.....	11
4. Experience.....	12
5. Personnel Capabilities	12
6. Source of Finance:.....	12
7. Clarification of Prequalification Documents	13
8. Amendment of Prequalification Documents	13
9. Cost of Applications.....	14
10. Language of Application	14
11. Documents Comprising the Application.....	14
12. Application Submission Sheet	14
13. Documents Establishing the Eligibility of the Applicant	14
14. Documents Establishing the Qualification of the Applicant	15
15. Signing of the Application and Guarantee	15
16. Sealing and Marking of Applications	16
17. Deadline for Submission of Applications	16
18. Withdrawal of Application & Late Applications	16
19. Opening of the Proposals of Applicants.....	17
20. Confidentiality.....	17
21. Clarification of Applications.....	17
22. Responsiveness of Applications	17
23. Evaluation of Applications.....	18
24. Procuring Agency / Project Management Consultant 's Right to Accept or Reject Applications	18
25. Notification of Prequalification.....	18
26. Invitation to Agreement	18
27. Changes in Qualifications of Applicants	19
28. Grievance Redressal	19
29. Pre-Bid Conference.....	19
Section II. Qualification Criteria and Scope of Work.....	20
31. Eligibility Criteria (Mandatory)	20
Qualification Criteria	23
Section III. Application Forms	26
SECTION IV. ELIGIBLE COUNTRIES	39
PART 2. REQUIREMENTS.....	40
SECTION V. SUMMARY OF PROJECT	<u>41</u>
<u>SECTION VI. DRAFT AGREEMENT.....</u>	<u>42</u>

Summary Description

PART 1. PREQUALIFICATION PROCEDURES

Section I. Instructions to Applicants (ITA)

Section II. Pre-Qualification Criteria (PQLC)

Section III. Application Forms (APF)

PART 2. REQUIREMENTS

Section IV. Eligible Countries

Section V. Summary of Project (SOP)

Section VI. Draft Agreement

1. Invitation for Pre-Qualification

(The Punjab Food Authority (PFA)/ Procuring Agency, which is a statutory body, constituted under Section 3 of the Punjab Food Authority Act, 2011 has been working as a functional entity in Punjab and given the mandate to check food safety and quality issues in the entire food supply chain. For this reason, Medical Screening of all Food Handlers working in a food industry is mandatory, as per law, to curb the foodborne illnesses in the food supply chain. Therefore, Punjab Food Authority intends to Pre-Qualify well-renowned diagnostic Laboratories of Pakistan having mandatory offices in Punjab, for Outsourcing of Medical Screening of Food Handlers for a period of one (1) year (further extendable with mutual consent for two years if required).

Eligible and interested Services Provider may obtain detailed/ comprehensive Pre-Qualification Documents (PQD) by submitting evidence of deposit receipt of PQD fee (**non-refundable**) of PKR. 5000/- in account, number “**PK84ABPA0010043565200023**” (Allied Bank limited) having title “**Punjab Food Authority**” and NTN: 9021314-2.

The Applications/ bids must reach (by hand) in the office of Additional Director (Admin and Finance), Punjab Food Authority located at 83-C New Muslim Town Lahore, on or before 14th April, 2023 till 11:00 A.M. The Applications/ proposals/ bids received through courier or any other form shall not be considered and late bids/ Applications shall be returned/ rejected.

All the interested Applicants/ Bidders are advised to read the PQD carefully and submit their proposals/ bids accordingly. Security in the form of Demand Draft / Pay Order / Call Deposit Receipt or Bank Guarantee amounting to PKR 200,000/- in favor of the “Director General Punjab Food Authority Lahore” shall be attached with the Application/ bid.

These PQD have been uploaded on PPRA’s (www.ppra.punjab.gov.pk) and Procuring Agency’s (www.pfa.gov.pk) websites, for interested Applicants/ Bidders.

Applicants will be informed, in due course, of the result of the evaluation of Applications. The procedure provided in Punjab Procurement Rules, 2014 (amended time to time) should be followed in this pre-qualification process. Procuring Agency reserves the exclusive right to reject all Applications/bids at any time and to annul the prequalification process, without justifying reasons.

1.1. Definitions

- 1.2.1 **“Agreement”** means the agreement to be entered into between the Procuring Agency and the Service Provider/ Contractor(s) for the Medical Screening of Food Handlers.
- 1.2.2 **“Applicant”** means an applicant shall be a single entity with a formal intent to enter into an Agreement in relation to this Assignment.
- 1.2.3 **“Application”** means a bid/ offer submitted by the Applicant to provide the Services required by the Procuring Agency through these PQD.
- 1.2.4 **“Assignment”** means Medical Screening of Food Handlers working in a food industry.
- 1.2.5 **“Authorized Representative”** means any representative appointed, from time to time, by the Applicant and/or appointed by PFA for the purpose of this Assignment/Contract.
- 1.2.6 **“Bidder”** means a person who has submitted a bid in response to the PQD.
- 1.2.7 **“Client”** means the person/ entity/ shop/ bakery/ food supplier or any food operator, as defined in Punjab Food Authority Act 2011 including Food Handlers, whose medical screening is mandatory from the pre-qualified diagnostic Laboratories as required by PFA.
- 1.2.8 **“Collection Center”** means a center where only samples are collected and transported to the diagnostic Laboratory for testing/analysis.
- 1.2.9 **“Corrupt Practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Bidder or Contractor in the procurement process or in Contract execution to the detriment of the Procuring Agency / Project Management Consultant ; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels 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; it may include any of the following:
- (i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the

actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the Procuring Agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or 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 inspection and audit process;

1.2.10 **“Contract”** means the Agreement/ Contract that shall be executed between the Procuring Agency and the Contractor/ Service Provider, including all schedules and attachments or addendum after completion of pre-qualification process.

1.2.11 **“Contract Price”** means the price payable to the Service Provider / Contractor under the Contract for the full and proper performance of its Contractual obligations which shall be paid by the Client.

1.2.12 **“Contractor”** means a person, firm, company or an organization who or which undertakes to provide Services or works and includes a consultant.

1.2.13 **“Day”** means Calendar Day and **“Year”** means calendar year if not otherwise provided anywhere.

1.2.14 **“Domestic Applicant”** means a domestic Applicant registered with Securities & Exchange Commission of Pakistan (SECP) and/or any other competent forum/authority under relevant laws applicable in Punjab/Pakistan;

- 1.2.15 **“Eligible Applicants”** means the Applicants eligible to apply for this PQD as per criteria Prescribed in this PQD.
- 1.2.16 **“Employer”** means Punjab Food Authority.
- 1.2.17 **“Food Handlers”** means a person who works in a food business and who either handles food or surfaces that are likely to be in contact with food. A Food Handler perform various activities in a food business including making, cooking, serving, packing, displaying and storing food. Food Handler can be involved in manufacturing, producing, collecting, extracting, processing, transporting, delivering, thawing or preserving food.
- 1.2.18 **“Foreign Applicant”** means a foreign Applicant registered in a country other than Pakistan which participates in the pre-qualification process and is not a Domestic Applicant.
- 1.2.19 **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- 1.2.20 **“Grievance Redressal Committee”** means a committee constituted by the Procuring Agency (of odd members) to address objections/complaints/grievance filed by the participants/Applicants in this process, before entering into Contract.
- 1.2.21 **“Inspection Committee”** means a committee notified by Procuring Agency for inspections of Laboratories;
- 1.2.22 **“Joint Venture”** means a Contractual business undertaken between two or more persons/ firms/ companies.
- 1.2.23 **“Laboratory”** means a healthcare establishment where only Laboratory diagnostic Services are provided.
- 1.2.24 **“Mandatory Medical Screening Parameters”** means as laid down in PQD.
- 1.2.25 **“Outsource”** means obtaining Services by Contract from an outside supplier/ Service provider.
- 1.2.26 **“Procuring Agency”** means Punjab Food Authority (PFA).
- 1.2.27 **“Person”** includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 1.2.28 **“Prescribed”** means Prescribed in this Pre-Qualification Document.
- 1.2.29 **“Pre-qualification committee”** means a committee constituted by the Procuring Agency to technically

evaluate Applications/documents received by the Procuring Agency as per requirement.

- 1.2.30 **“PPRA Laws”** means Punjab Procurement Rules 2014 (amended time to time) including other procurement Laws/Act/Regulations/Circulars/Instructions or Guide Lines issued by the Government of Punjab.
- 1.2.31 **“Pre-Qualified Applicant”** means Applicant/ Bidder who, in the opinion of the PFA/ Pre-qualification Committee, fulfills the Pre-Qualification Criteria, as per the requirements specified therein;
- 1.2.32 **“Pre-Qualification Documents”** means documents (including the Agreement) issued by the Procuring Agency for the pre-qualification of the Diagnostic Laboratories;
- 1.2.33 **“Pre-Qualification Criteria”** means the criteria specified in clause 31 of PQD for the evaluation of Proposals;
- 1.2.34 **“Security”** means security submitted by an Applicant/Bidder in the form of Demand Draft / Pay Order / Call Deposit Receipt, or Bank Guarantee with its Application/ bid to secure the obligations of the Applicant/Bidder;
- 1.2.35 **“Service Provider”** means a person, firm, company or an organization who or which undertakes to provide the Services or Assignment agreed between the parties on such terms and conditions;
- 1.2.36 **“Services”** means all such Services including Laboratory tests, reports, opinions, comments, recommendations, online integration and real time provision of Laboratory’s reporting system with Procuring Agency’s online Portal etc. that may be required by the Procuring Agency under the Contract signed with the Contractor/ Service Provider in relation to this pre-qualification process.
- 1.2.37 **“Sub-Contractor”** means any entity that carries out Services for or on behalf of a main Contractor as part of this Assignment.
- 1.2.38 **“Summary of Project”** means as laid down in the relevant clause of this PQD.
- 1.2.39 **“Web Portal”** means IT based web portal of Punjab Food Authority.

2. Sections of Prequalification Documents

- 2.1. PQD consists of Part 1 and 2 which include all sections indicated below, and should be read in conjunction with any addenda issued in accordance with the relevant provisions:

PART 1 Prequalification Procedure

- Section I** Instructions to Applicants (ITA)
- Section II.** Pre-Qualification Criteria (PQLC)
- Section III.** Application Forms (APF)

PART 2 Requirements

- Section V.** Summary of Project (SOP)

- 2.2. The “Invitation for Prequalification” issued by the Procuring Agency is a part of the PQD.
- 2.3. The Procuring Agency or its advisors/consultants shall not incur any liability under any law, statute, rules or regulations as to the accuracy or completeness of the PQD and its addenda.
- 2.4. The Applicant is expected to examine all instructions, forms and terms in the PQD and to furnish all information or documentation required by the PQD.
- 2.5. The validity of this pre-qualification for the eligible firms/companies shall be 100 days, if otherwise not extended and PFA may consider the pre-qualified/shortlisted Applicants in similar nature projects/Assignments initiated/maintained and managed by PFA during the validity period subject to its satisfaction but this validation cannot be claimed by any Pre-Qualified Applicant as a right. Procuring Agency may cancel the pre-qualification process at any time/stage before signing of the Contract.

PART 1: PREQUALIFICATION PROCEDURE

Section I: Instructions to Applicants

3. Eligible Applicants

- 3.1. All Persons (individual, company, firm) who meet the following requirements are eligible to participate in this pre-qualification process except as mentioned below:
- 3.2. Procuring Agency considers a conflict of interest to be a situation in which a party/Applicant has interests and could improperly influence the parties' performance of official duties or responsibilities, Contractual obligations, or compliance with applicable laws and regulations. The Procuring Agency will take appropriate actions to manage such conflicts of interest which may include, rejecting a proposal for award, if it determines that a conflict of interest has flawed the integrity of any procurement process. At the time of bidding or process, Applicants may be considered to be in a conflict of interest with one or more parties if they, including but not limited to, participation in any respect in the preparation of the design or technical specifications of the works that are the subject of this prequalification or the Applicant has direct or indirect relation with the affairs of this office, that may be considered a conflict of interest for this project.
- 3.3. An Applicant which is under a declaration of ineligibility/blacklisting, due to reasons, including but not limited to, Corrupt Practices and poor performance, by the Government of Pakistan/Government of Punjab or the Procuring Agency / Project Management Consultant, at the date of submission of the Application or thereafter, shall not be considered.
- 3.4. An Applicant shall provide such evidence required by PFA for their continued eligibility with the satisfaction of the Procuring Agency.
- 3.5. An Applicant shall provide the details of all pending litigations by or against the Applicant before any court or forum, where the stake of the Applicant is involved.
- 3.6. An Applicant must comply with the Standard Anti-Corruption Policy of Government of the Punjab and must not be declared ineligible by any Court of Law or any Governmental Body of Pakistan due to corrupt/fraudulent/coercive/collusive practices etc.
- 3.7. The Procuring Agency shall disqualify the Applicant(s) pursuant to Punjab Procurement Regulatory Authority (PPRA) Act of 2009 and PPRA rules amended time to time for award of Contract, if it determines that the Applicant(s) recommended for award has(ve), directly or through an agent, engaged in corrupt,

fraudulent, collusive, or coercive practices in competing for the Contract; and

- 3.8. The Procuring Agency shall sanction the Applicant(s) or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the Contract.
- 3.9. Applicant is allowed to submit only one Application for either individual/ company/firm etc. In case an Applicant submits more than one Application it's all Applications shall be rejected.
- 3.10. The Applicant must not conceal any information that might hinder the execution of the Assignment. The Procuring Agency shall disqualify or blacklist an Applicant pursuant to Punjab PPRA rules on grounds of false, fabricated or materially incorrect information.
- 3.11. The Government owned and controlled entities/organizations/institutions may participate in this project/pre-qualification if such public entity is eligible to participate in accordance with applicable Laws.
- 3.12. The Applicant should be a legal person in accordance with Pakistani Laws as described in this PQD.
- 3.13. Joint Venture is not allowed in this pre-qualification.

4. Experience

- 4.1. In addition to compliance of the above mandatory eligibility requirements for the pre-qualification, the Applicant will be evaluated as per the criteria detailed at Section II – (Pre-Qualification Criteria).
- 4.2. The Applicant is required to submit experience/ Assignments/ projects as mentioned in the Section II;
- 4.4. The Procuring Agency during evaluation of the Application or prior to the result announcement of PQD can also ask for detailed technical presentation, which should be presented on demand of the Procuring Agency. The said presentation should not be more than of two (02) hours. The representatives of an Applicant presenting the presentation should not be more than two (02).

5. Personnel Capabilities

- 5.1. The evaluation of the Applications will be done as per Section II-Pre-Qualification Criteria.

6. Source of Finance:

- 6.1. The cost of the Assignment shall not be financed by the Government of the Punjab. However, the Clients shall bear the cost of the Laboratory tests/ reports required by the PFA in relation to **the Prescribed Mandatory Medical Screening Parameters for the Food Handlers.**
- 6.2. The documents required as per relevant provisions of PQD shall be duly signed and stamped/certified/attested.
- 6.3. Each Applicant shall submit the following information and the evaluation of the same will be done as per the Section II-Pre-Qualification Criteria:

- 6.5. The Procuring Agency may employ any/all means through its committee including but not limited to field visits, conduct enquiries, solicit additional information from relevant sources, seek explanation from one or more Applicants and other sources to make informed decisions related to this pre-qualification process, if required, the cost of which shall be borne by the Applicant(s).

7. Clarification of Pre-qualification Documents

- 7.1 A prospective Applicant who intends to seek any clarification about any terms of the PQD may contact the representative of Procuring Agency in writing at the Procuring Agency address as shown hereunder or on email: procurement@pfa.gop.pk after issuing/uploading of this PQD with Prescribed time limit. The Procuring Agency will only respond such Applications that are received no later than seven (07) days prior to the deadline for submission of Applications. The Procuring Agency shall forward copies of its response to all Applicants who have acquired the PQD directly from the Procuring Agency including a description of the inquiry but without identifying its source. Should the Procuring Agency deem it necessary to amend the PQD as a result of a request for clarification, it shall do so following the procedure as provided in this PQD. No clarification that is received after the day/date mentioned above shall be entertained.

- 7.2 For clarification purposes only, the Procuring Agency address is:

Additional Director General (Admin and Finance),
Punjab Food Authority
83-C New Muslim Town Lahore.

8. Amendment of Prequalification Documents

- 8.1 The Procuring Agency may amend the PQD by issuing addenda before the deadline for submission of Applications at its own discretion.
- 8.2 Any addendum issued shall be part of this PQD and shall be communicated in writing to all those who have obtained the PQD directly from the Procuring Agency or any other prospective Applicant without prejudice
- 8.3 To give prospective Applicants reasonable time in which to take an addendum into account in preparing their Applications, the Procuring Agency may, at its discretion, extend the deadline for the submission of Applications.
- 8.4 No Applicant has any right to demand for the extension of the time of deadline for submission of Application.

9. Cost of Applications

- 9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the pre-qualification process.

10. Language of Application

- 10.1. The Application, as well as all correspondence and documents relating to the pre-qualification exchanged by the Applicant and the Procuring Agency, shall be written in the English language.

11. Documents Comprising the Application

- 11.1. The Application shall comprise the following:
 - 11.1.1 Application submission sheet, in accordance with relevant provision.
 - 11.1.2 Written confirmation authorizing the signatory of the Application to commit the Applicant, in accordance with relevant provision.

12. Application Submission Sheet

- 12.1 The Applicant shall prepare an Application submission sheet using the submission form furnished in Section III, Application forms. This form must be completed without any alteration to its format

13. Documents Establishing the Eligibility of the Applicant

- 13.1 To establish its eligibility in accordance with relevant provision, the Applicant shall complete the eligibility

declarations in the Application submission in Section III, Application forms.

14. Documents Establishing the Pre-Qualification of the Applicant

14.1 To establish its qualifications to perform the Contract in accordance with Section II, Pre-Qualification Criteria, the Applicant shall provide the information requested in the corresponding Information sheets included in Section III, Application forms.

15. Signing of the Application and Guarantee

- 15.1 The Applicant shall prepare documents comprising the Application as described in relevant provision and clearly mention the title of the PQD on envelope. The title shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant.
- 15.2 The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be a power of attorney, duly attested, indicating that the person(s) signing the Application has(ve) the authority to sign the Application for pre-qualification.
- 15.3 The power of attorney is required to be duly stamped, witnessed, and duly attested.
- 15.4 Additionally, the date of issuance and validity of the power of attorney should also be specified, along with the name and designation of the signatory.
- 15.5 Security is being called to secure the obligations of the Applicants/ Bidders participating in this pre-qualification process and to determine their seriousness.
- 15.6 Amount of Security shall be PKR: 200,000/-. (in the form of Demand Draft / Pay Order / Call Deposit Receipt, or Bank Guarantee in the name of the Director General Punjab Food Authority) and failing which the Application shall be rejected.
- 15.7 This Security of all Applicants shall be retained by the Procuring Agency until the signing of the Contract with the Pre-Qualified Applicants. However, Security of the Applicants whose Applications are found ineligible shall be returned subject to undertaking that it has no objection over the process of this pre-qualification
- 15.8 The Security shall be forfeited by the Procuring Agency, on the occurrence of any of the following conditions:
- (a) If the Applicant withdraws its offer/ bid during the period of the bid validity or/and
 - (b) If the Pre-Qualified Applicant/ Bidder(s) to whom letter of award has been issued, fails to sign the Agreement within the stipulated time.

16. Sealing and Marking of Applications

- 16.1 The Applicant shall enclose the original Application in a sealed envelope which shall
- 16.1.1 Bear the name and address of the Applicant.
 - 16.1.2 Be addressed to the Procuring Agency and bear the specific identification of this pre-qualification process.
 - 16.1.3 Contain each page of the Application initialed by the Authorized Representative.
- 16.2 If the envelope is not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement of the Application.

17. Deadline for Submission of Applications

- 17.1 Applications shall be submitted by the Applicant by hand at the address of Procuring Agency. However, Applicant must ensure that the Applications must reach no later than the following deadline:

Address: Additional Director General (Admin and Finance) Punjab Food Authority Office at 83-C New Muslim Town Lahore, Pakistan

Date: 14th April, 2023

Time: 1100 Hours

- 17.2 Electronically or in any other way, other than as required above submitted Application shall not be entertained and treated as rejected.
- 17.3 The Procuring Agency may, at its discretion, extend the deadline for the submission of Applications by amending the PQD in accordance with relevant provision, in which case all rights and obligations of the Procuring Agency and the Applicant subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 17.4 All prospective Applicants are required to submit (fee) an amount of **PKRs. 5,000/-** (non-refundable) in PFA's Account titled "**PK84ABPA0010043565200023**" (Allied Bank limited) having title "**Punjab Food Authority**" and NTN: 9021314-2. or submit a Pay Order/CDR of the same amount. The deposit slip/Pay Order/CDR must be pasted on the outer side of the sealed envelope.

18. Withdrawal of Application and Late Applications

- 18.1 Any Applicant may withdraw its Application for pre-qualification prior to one day of the deadline of the submission date with reason subject to the written Application to Procuring Agency. The Applicant shall not be allowed to withdraw its Application at belated stages as mentioned above. If the Applicant is found declared eligible/pre-qualified for the project, he shall not be allowed to withdraw its Application. In case Pre-Qualified Applicants failed to sign the Contract or provide the required Services, Procuring Agency may take any legal action against such Pre-Qualified Applicants including blacklisting under PPRA rules.
- 18.2 Any Application received after the submission date and time specified in relevant provision, shall be rejected and no excuse or justification whatsoever shall be acceptable.

19. Opening the Proposals of Applicants

- 19.1 The Procuring Agency/Pre-Qualification Committee shall prepare a record of the opening of Applications that shall include, as a minimum, the name of the Applicant(s).

20. Confidentiality

- 20.1 Information relating to the evaluation of Applications, and recommendation for pre-qualification, shall not be disclosed to Applicants or any other Persons not officially concerned with such process until the notification of pre-qualification is made to all Applicants.
- 20.2 From the deadline for submission of Applications to the time of notification of the results of the pre-qualification in accordance with relevant provision, if any Applicant wishes to contact the Procuring Agency on any matter related to the pre-qualification process, it may do so in writing.

21. Clarification of Applications

- 21.1 To assist in the evaluation of Applications, the Procuring Agency may, at its discretion, ask any Applicant for a clarification of its Application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- 21.2 If an Applicant does not provide clarifications of the information requested by the date and time set in the Procuring Agency request for clarification, its Application may be rejected.
- 21.3 **PFA/Procuring Agency** may call the prospective Applicants for discussion prior to deadline of the submission of the Applications or thereafter for pre-qualification if deems so.

22. Responsiveness of Applications

- 22.1 The Procuring Agency may reject any Application which is not responsive to the requirements of the PQD.
- 22.2 The Procuring Agency reserves the right to waive minor deviations and omissions, if these do not materially affect the capability of an Applicant as required under this PQD.

23. Evaluation of Applications

- 23.1 The Procuring Agency shall use compliance to eligibility requirements in Section I and the criteria and methods defined in Section II, Pre-Qualification Criteria to evaluate the qualifications of the Applicants.
- 23.2 As stipulated in relevant provision, this pre-qualification exercise shall be for “Diagnostic Laboratories for Medical Screening Of Food Handlers”
- 23.3 The Procuring Agency shall have the right for due diligence over the Application submitted by the Applicants for this pre-qualification at any time before the evaluation announcement and/or before the signing of the Contract. For due diligence process the Procuring Agency may visit the Applicant office, site, Collection Center, Laboratory or any other project in progress and inspect any equipment, process, any other Service etc. through its representatives including the technical, financial personnel on the cost/expenses of the Applicant. In case the Applicant refuses to allow this visit or is reluctant to pay the expenditures to the Procuring Agency, his Application for pre-qualification shall be rejected.
- 23.4 In case, any Applicant is unable to fulfill the requirement of pre-qualification mentioned in this documents/addendum during the course of due-diligence or examination or inspection or fails to satisfy the Procuring Agency, the Application of the said Applicant shall be rejected without further consideration.

24. Procuring Agency’s Right to Accept or Reject Applications

- 24.1 The Procuring Agency reserves the right to accept or reject the Applications and to annul the pre-qualification process, without justifying the reasons and/or thereby incurring any liability to Applicants at any stage before the signing of the Contract.

25. Notification of Pre-qualification

- 25.1. Once the Procuring Agency has completed the evaluation of the received Applications, it shall notify all Applicants in writing of the names of those Applicants, who have been pre-qualified.

26. Invitation to Agreement

- 26.1. After the notification of the results of the pre-qualification, the Procuring Agency shall invite all the Applicants that have been prequalified for signing of the Contract.
- 26.2. Applicants may be required to provide Performance Bank Guarantee acceptable to the Procuring Agency for an amount of PKR 5.0 Million as specified in the Contract.
- 26.3. The Pre-Qualified Applicants shall not be permitted to withdraw its/ their offer/ Application after notification during the validity period and if, it/ they refuse to or reluctant to sign the Contract, PFA reserves the rights to initiate any legal action against such Pre-Qualified Applicant(s), including forfeiting its/ their securities.
The offer/ bid of the Applicant/ Bidder shall be valid for 100 days which may be extended as per PPRA rules 2014 as amended from time to time.

27. Changes in Qualifications of Applicants

- 27.1. Any change in the qualification status of an Applicant after being pre-qualified shall not allowed.

28. Grievance Redressal

- 28.1 The aggrieved parties may file its grievance/complaint pertaining to this pre-qualification process/evaluation results within 10 days of announcement of pre-qualification results.
- 28.2 After the expiration of this grievance period, no complaint/grievance, whatsoever, shall be entertained against this pre-qualification process/evaluation results.

29. Pre-Bid Conference

- 29.1. PFA may call pre-bid meeting (before submitting date of Application) or after submitting the Application to clarify or to discuss any matter with the prospective Applications. The minutes of said meeting shall be deemed as a part of the PQD. Nevertheless, no Applicant can demand pre bid meeting arrangement. It is mandate of PFA only to decide about the pre-bid conference.

Section II. Pre-Qualification Criteria and Scope of Work

31. Eligibility Criteria (Mandatory)

(ALL DOCUMENTS ARE MANDATORY)		
Description	Marks (To be filled in by the Procuring Agency)	Supporting Annexure
Registration/Licensing from Punjab Healthcare Commission (PHC)	Mandatory	
Presence of Laboratory in at least 3 Divisional Headquarters of Punjab and presence of at least 9 Collection Centers at Divisional Headquarters (one in each Divisional Headquarter of Punjab i.e., Sahiwal, Bahawalpur, Faisalabad, Multan, Rawalpindi, Gujranwala, Sargodha, Dera Ghazi Khan, Lahore).	Mandatory	
Presence of at least one Collection Center in 12 districts of the Punjab, other than those districts notified as Divisional Headquarters. That means total of at least 21 Collection Centers in Punjab.	Mandatory	
Undertaking on stamp paper of PKR 1000/- as per annexure-J for interlinking of Laboratory Integration System (LIS) with the Web Portal of Punjab Food Authority for a real time access to processing of samples and data of Food Handlers, if pre-qualified within 15 days of signing the Contract.	Mandatory	
Availability of Pathologist(s) and Medical Lab Technologist(s) holding minimum 3 years of experience in each Divisional Laboratory is mandatory.	Mandatory	
At least 12/7 availability of certified phlebotomist (s) in all Collection Centers.	Mandatory	
At least 12/7 Services for the screening of Food Handler (s).	Mandatory	
On-site collection of samples for large business units i.e., having number of Food Handlers 15 or above. (Undertaking required along with satisfactory evidence to be provided by Bidder/Applicant of the capacity for onsite collection to the Inspection Committee during inspection.	Mandatory	
Sharing of data / reports of screened Food Handler (s) in the Prescribed format with the Punjab Food Authority for an easy access and verifications within 10 days of collection of samples.	Mandatory	
It is mandatory to capture passport size photographs of all the Food Handlers to be screened by the pre-qualified diagnostic Laboratories and must be incorporated in the Prescribed format, for sharing of reports / data with PFA on Web Portal on real time basis.	Mandatory	
The Laboratory shall keep portion of every sample, taken for testing, preserved / stored for 30 days for HAV and HEV samples, 1 day for Typhoid and Tuberculosis; whereas, 3 days for CBC samples after testing. Punjab Food Authority may use that sample for verification of test reports and results; and also, it shall be mandatory for the pre-qualified Laboratories to provide that preserved / stored sample to Punjab Food Authority for independent testing and verification, if required by PFA.	Mandatory	

SCOPE OF WORK

The Applicant/Bidder shall not charge more than PKR 6,000/- inclusive of all taxes for all 5 medical tests (cumulatively) against testing parameters and methodologies as mentioned below to the Client:

Sr.No.	Parameters	Methodology
1.	HAV	ELISA IgM
2.	HEV	ELISA IgM
3.	Typhoid	Stool Culture
4.	Tuberculosis	ZN Stain
5.	CBC	3 or 5 parts differentials

- I. All the prequalified Laboratories shall be eligible for the medical screening of Food Handlers against Mandatory Medical Screening Parameters; however, the Laboratories may compete among each other for the rates as set under the maximum cost bracket of PKR 6,000/- inclusive of all taxes.
- II. The Laboratory shall also submit individual parameter wise rates as well, for outsourcing of medical screening of Food Handlers.
- III. In case of failure of a particular parameter, the Food Handler shall be rescreened for that very parameter only.
- IV. Only Punjab food Authority reserves the right to issue medical screening cards, valid for 1 year to the screened Food Handlers, based upon the data/reports shared by the pre-qualified Laboratories. The charges for printing and distribution of medical screening cards will be collected by Punjab Food Authority separately from the Client.
- V. Service Provider shall ensure incorporation of the revised testing methodologies, as per the guideline of Center of Disease control and prevention (CDC)/World Health Organization (WHO) or National Institute of Health (NIH), for screening of Food Handlers as and when updated.
- VI. The Punjab food Authority has the right to monitor by itself or by third party monitoring/sample testing to ensure accuracy/efficiency.
- VII. The Procuring Agency may visit the Laboratory to evaluate the quality of machinery and Services offered to the Food Handlers for medical screening.
- VIII. Physical verification of data provided in the Application may be conducted by the Inspection Committee. The Bidder shall not be considered eligible for Pre-Qualification, if discrepancies are found between the provided data by the Bidder and on ground factual position.
- IX. After pre-qualification, the Procuring Agency may review performance of any Service Provider on some serious complaints and may terminate the Contract, if found correct.
- X. Pre-Qualified Laboratories shall provide the real-time access to payment details of all the Food Handlers to be screened to the Punjab Food Authority along with valid proof via PFA Web Portal.

Mandatory

<p>XI. The pre-qualification so awarded shall remain valid for a period of 1 year from the date of notification of pre-qualification, which may be further extended for another two years, with 10% increase in upper cap limit every year, subject to the satisfaction of the Procuring Agency.</p>		
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Notes: All aforementioned Documents are mandatory.

Note:

- a. Supporting documents to be provided by the Applicant in order to demonstrate its eligibility in the criteria detailed above and relevant forms provided in this PQD to be filled by the Applicant.
- b. Experience, financial strength, employment/man power, HR should be considered of the Applicant and experience, financial strength etc. of any other company in favor of Applicant shall not be considered.
- c. If the original documents are in language other than English, the same must be translated into English and must be notarized prior to submission.

Pre-Qualification Criteria

(MARKS CRITERIA) (ALL DOCUMENTS ARE REQUIRED)			
Sr.	Category	Marks (To be filled in by the Procuring Agency)	Supporting Annexure
1.	Pathology Lab Networks	Maximum 20 Marks	
2.	Human Resource (No. of Technical Staff etc.)	Maximum 22 Marks	
3.	Financial Worthiness	Maximum 30 Marks	
4.	Standardization & Documentation of Lab Processes and Procedures	Maximum 08 Marks	
5.	Lab Management Information System	Maximum 20 Marks	
Total		100 Marks	
<p>Notes:</p> <p>1. A Bidder obtaining at least overall 70% marks in the above table in Pre-Qualification Criteria shall be considered as pre-qualified. Bidders obtaining less than overall 70% marks in the above table shall be considered as non-responsive.</p> <p>Acknowledgement:</p> <p>1. A Bidder shall provide an acknowledgement and confirmation that:</p> <p>(a) the aforementioned criteria is acceptable to it and that it has no objection for observance; and</p> <p>(b) Information/documents submitted as part of its Bid are correct, legal and duly signed and stamped on each page.</p> <p style="text-align: right;">SIGNATURE AND STAMP BIDDER</p>			

The Applicant must meet the mandatory requirements wherever provided in this section and in case of non-compliance the Applicant will be declared non responsive to the requirements of this PQD.

1. PATHOLOGY LAB NETWORK (20 MARKS)

Sr. No.	Criteria	Marks
Presence of at least One Collection Center each in 21 Districts of the Punjab (including 9 Divisional Headquarters) is a mandatory requirement to participate in the pre-qualification process.		
1.	Presence of Collection Centers in 21 districts across Punjab	5
2.	Presence of Collection Centers in 22-25 districts across Punjab	10
3.	Presence of Collection Centers in 26-30 districts across Punjab	15

4.	Presence of Collection Centers in 30 districts across Punjab	20
Number of Collection Centers with complete address, location and timing of Collection Centers must be provided.		

2. HUMAN RESOURCE (TECHNICAL STAFF - 22 MARKS)

Sr. No.	Criteria	Marks
1.	Availability of Pathologists in Divisional Headquarters based Laboratory (1 mark for each Divisional Headquarters-based Laboratory)	10
2.	Medical Lab Technologist (0.25 Mark for each Medical Lab Technologist)	6
3.	Medical Lab Technician (0.25 Mark for each Medical Lab Technician)	6
Total		22

Number of staff against each category is to be required along with documentary evidence of employment, qualifications, trainings and certifications.

3. FINANCIAL WORTHINESS (30 MARKS)

Sr. No.	Criteria	Marks
1.	Average annual turnover* (1 mark for every PKR 10 Million)	30
Average annual turnover for the last 03 years dated from 1 st Jan 2020 to 31 st Dec 2022 (duly supported by audited financial statements from ICAP registered firms) shall be provided.		

4. STANDARDIZATION AND DOCUMENTATION OF LABORATORY PROCESSES AND PROCEDURES (08 MARKS)

Sr. No.	Criteria	Marks
1.	External Quality Assurance Services (EQAS)/RIQAS/NQAS	2
2.	ISO 15189	2
3.	ISO 9001	2
4.	Any other value-added relevant accreditation/certification	2
Total		08

5. LABORATORY MANAGEMENT INFORMATION SYSTEM (20 MARKS)

Sr. No.	Criteria	Marks
1.	Laboratory management information system with Online Reporting System	10
2.	Barcode labelling system	5
3.	Management Reporting	5

	Total	20
<p>*Real-time Access of Reports via LIS and Punjab Food Authority Portal is mandatory.</p> <p>*<u>Required features:</u></p> <ul style="list-style-type: none"> • Integrated System • Latest Technology • Upgradable 		

Note:

- * Supporting documents and proof of employment to be provided against the said post and relevant forms provided in this PQD to be filled by the Applicant. (Mandatory).
 - a. To qualify the Applicant is required to provide the documentary evidence against the mandatory and in case of failure his Application will be considered non-responsive and shall be evaluated accordingly.
 - b. Proof of number of years of experience of a Person must be provided in the form of experience letter(s) relevant to the number of years mentioned against each category.
 - c. If the original documents are in any language other than English, the same must be translated into English and must be notarized prior to submission.

Section III. Application Forms
APPLICATION SUBMISSION SHEET

Date:

**PRE-QUALIFICATION OF DIAGNOSTIC LABORATORIES FOR MEDICAL
SCREENING OF FOOD HANDLERS**

To:

The Punjab Food Authority (PFA)
83-C New Muslim Town Lahore, Pakistan.

We, the undersigned, apply to be prequalified and declare in accordance with relevant provisions of this PQD, the following:

- a) We have examined and have no reservations to the PQD, including addends no(s) ---issued.
- b) We understand that at the time of bidding, we, for any part of the Contract resulting from this procurement process, shall not have any conflict of interest
- c) We, for any part of the Contract(s) resulting from this pre-qualification, have not been declared ineligible/blacklisted by the Government of Pakistan/Government of Punjab etc. Including the Procuring Agency.
- d) We, for any part of the Contract(s) resulting from this pre-qualification, comply with the Standard Anticorruption Policy of Government of the Punjab have not been declared ineligible any Court of Law or Governmental Body of the world due to corrupt/fraudulent/collusive/coercive practices.
- e) We, comply with the registration requirements (SECP/JSCR/or local registration body in case of foreign company).
- f) We understand that you may cancel the pre-qualification process at any time and that you are not bound either to accept any Application that you may receive or to invite the Pre-Qualified Applicants to bid for the Contract subject of this pre-qualification, without incurring any liability to the Applicants.
- g) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the Application for pre-qualification and to have them audited by auditors appointed by the Procuring Agency.
- h) All of the forms accompanying the Application have duly been signed by the undersigned and stamped.
- i) We adhering that in case if it is found that any information or document submitted by us is bogus, fabricated, and illegal or we acted in a manner that falls with the definition of fraudulent practice or deteriorated to the public interest or good practice the Procuring Agency has the right to blacklist our firm.

Name.....

In the capacity of.....

Signed.....

(Seal).....

Duly authorized to sign the Application for and on behalf of... (Name of Applicant)

Date.....

CERTIFICATE OF COMPLIANCE

Applicant's Legal Name

Date: -----

We ---- (Name of Applicant), hereby certify that pursuant to the mandatory requirements of Section 1 relevant provisions of this PQD, our status is as following:

Description	Status	
	Yes	No
We are not blacklisted by the Government of Pakistan/Government of Punjab/ etc. including the Procuring Agency / Project Management Consultant		
We fulfill the requirement of pending litigations		
We comply with the Standard Anticorruption Policy of Government of the Punjab and have not been declared ineligible any Court of Law or Governmental Body of the world due to corrupt/fraudulent/collusive/coercive practices		
We are not concealing any information that might hinder the execution of the project		

We hereby certify that all information stated above is correct and non-compliance to any of the above-mentioned mandatory requirements will disqualify us from the pre-qualification process.

Applicant's Signatures

INELIGIBILITY/BLACKLISTING

The Applicant shall certify on judicial stamp paper of PKR. 100/- that the Applicant has not been declared ineligible/blacklisted by any Government of Pakistan/Government of Punjab etc. including the Procuring Agency till date due to the reasons including but not limited to corrupt practices, influencing the Procuring Agency in evaluation of the bid or Contract award decisions etc.

PENDING LITIGATION

Applicant’s legal name

Date: -----

Applicant must fill in this form.

Pending litigation			
Pending litigation in accordance with relevant provision of Section II, Pre-Qualification Criteria, as indicated below			
Month/Year	Matter of dispute	Value of pending claim in PKR equivalent	Value of pending claim as a percentage of net worth

Applicant’s signatures

Note:

(i) Write not applicable (N/A) if not in any litigation.

PERSONNEL CAPABILITIES

Candidate Summary

Name	
Academic Qualification	
Graduation Year	
Total Professional Experience (years)	
Experience in relevant category (years)	
Years of working with Applicant	

In case of foreign qualified, the educational certificates and experience certificates must be translated in English and duly attested or notarized.

Applicant's Signatures

FINANCIAL CAPABILITIES

Annex-F

Applicant's Legal Name

Date: -----

Applicant must fill in this form

Financial Data for Previous 3 Years (PKR)

Year 1	Year 2	Year 3
--------	--------	--------

Information from Statement of Financial Position
--

Total Assets(a)		
Total Liabilities (b)		
Net Worth (a-b)		
Current Assets (c)		
Current Liabilities (d)		
Working Capital (c-d)		

Information from Statement of Comprehensive Income
--

Total Revenues		
Profits Before Taxes		

NOTE:

- **Audited financial statement of last 3 financial years is must be provided.**

Applicant's Signatures

PROFORMA OF FINANCIAL PROPOSAL

FIRM INFORMATION:
Name of Firm: _____ **N.T.N:** _____

Postal/Temporarily Address: _____

Permanent Address: _____

Phone No.: _____

GST/PST REG. No: _____

Sr.	Parameters	Methodology	Per Test Maximum Bid Price inclusive of all Taxes
1.	HAV	ELISA IgM	
2.	HEV	ELISA IgM	
3.	Typhoid	Stool Culture	
4.	Tuberculosis	ZN Stain	
5.	CBC	3 or 5 parts differentials	
Total Bid Price inclusive of all Applicable Taxes			

NOTE:

- **Rate must be quoted on this proforma otherwise Bid shall not be entertained.**
- **Overall bid price for all 5 tests inclusive of all taxes shall not be more than PKR 6,000/-. However, in case one or more tests are repeated due to failure of test/tests, the Service Provider after Pre-Qualification may charge any amount for a Parameter of test as indicated in the above table within the maximum limit against each Parameter.**

UNDERTAKING FOR NON-DISCLOSURE OF INFORMATION

1. With reference to requirement by Procuring Agency for _____, it is hereby asseverated and acknowledged that the confidential/sensitive or any other restricted information provided/acquired by Procuring Agency during the period of our Contract period shall be solely used for the intended purpose only. The undersigned Bidders/Contractor shall be under obligation not to share any confidential data or such data/information prohibited by Procuring Agency with any person/kinsman during or after the completion/termination of the Agreement.
2. If there is a requirement for sharing of any information/data etc., related to Procuring Agency with any other person, authority, department, entity or public or private institution, company etc., the undersigned Bidders/Contractor shall not share any information/data without prior permission from the competent authority of Procuring Agency, for such purpose.
3. In case of any breach related to non-disclosure of data, undersigned Bidders/Contractor shall be bound to accept the responsibility and to pay any damages/loss determined by Procuring Agency or any other penalty imposed by Procuring Agency. Moreover, Procuring Agency reserves the right to initiate any legal proceedings against the undersigned before the court of competent jurisdiction and in such case the undersigned shall bear all the expenditures borne by the Procuring Agency in relation to the court proceedings.
4. The above undertaking is correct and true to the best of my knowledge and belief. We have read and understood the above contents and accepted/signed the same without any duress, undue influence or pressure, coercion and with my free consent.

Name _____

Signature _____

**UNDERTAKING OF ACCEPTANCE
OF ALL TERMS AND CONDITIONS OF PQD**

I, Mr. / Mrs. _____ S/o, D/o
_____ as a representative on behalf of [Firm
Name] do hereby solemnly affirm and declare that all the provided
documents on behalf of mentioned Applicant/ Bidder are true, correct
and not fabricated. I do also hereby confirm that I have read complete
PQD and agree to abide by the same. I do hereby further confirm, I
shall not sell/exhibit spurious/fake materials, equipment
instruments, Services and shall not infringe intellectual property right
of any third party.

Bidder Signature and Stamp

**UNDERTAKING OF INTERLINKING LABORATORY
INTEGRATION SYSTEM WITH WEB PORTAL OF PFA**

On stamp paper of PKR 1,000/-

I, Mr. / Mrs. _____ S/o, D/o
_____ as a representative on behalf of [Firm
Name] do hereby confirm that we shall ensure interlinking of
Laboratory Integration System (LIS) with the Web Portal of Punjab Food
Authority for a real time access for processing of samples and data of
Food Handlers, if pre-qualified, within 15 days of signing the Contract.

Bidder Signature and Stamp

DOCUMENT CHECKLIST

Bidder should provide these and other documents if mention in the PQD:

SR.	DOCUMENTS REQUIRED	ATTACHED
1.	Security (Original) attached with Bid	
2.	Signed and stamped PQD and all attachment documents	
3.	Undertaking for Non-Disclosure of Information	
4.	Undertaking of Acceptance	
5.	Undertaking of interlinking Laboratory Integration System (LIS) with Web Portal of PFA	
6.	Firm Detail Form	
7.	Registration/Licensing from Punjab Healthcare Commission (PHC).	
8.	Presence of Laboratory in at least 3 Divisional Headquarters of Punjab and presence of at least 9 Collection Centers at Divisional Headquarters (one in each Divisional Headquarter of Punjab i.e., Sahiwal, Bahawalpur, Faisalabad, Multan, Rawalpindi, Gujranwala, Sargodha, Dera Ghazi Khan, Lahore).	
9.	Presence of at least one Collection Center in 12 districts of the Punjab, other than those districts notified as divisional headquarters.	
10.	Availability of Pathologist(s) and Medical Lab Technologist(s) holding minimum 3 years of experience in each Divisional Laboratory is mandatory.	
11.	At least 12/7 availability of certified phlebotomist (s) in all Collection Centers.	
12.	At least 12/7 Services for the screening of Food Handler (s).	
13.	On-site collection of samples for large business units i.e., having number of Food Handlers 15 or above. (Undertaking required along with satisfactory evidence to be provided by Bidder/Applicant of the capacity for onsite collection to the Inspection Committee during inspection.	
14.	Sharing of data / reports of screened Food Handler (s) in the Prescribed format with the Punjab Food Authority for an easy access and verifications within 10 days of collection of samples.	
15.	It is mandatory to capture passport size photographs of all the Food Handlers to be screened by the pre-qualified diagnostic Laboratories and must be incorporated in the Prescribed format, for sharing of reports / data with PFA on Web Portal on real time basis.	

16.	<p>The Laboratory shall keep portion of every sample, taken for testing, preserved / stored for 30 days for HAV and HEV samples, 1 day for Typhoid and Tuberculosis; whereas, 3 days for CBC samples after testing. Punjab Food Authority may use that sample for verification of test reports and results; and also, it shall be mandatory for the pre-qualified Laboratories to provide that preserved / stored sample to Punjab Food Authority for independent testing and verification, if required by PFA.</p>																			
17.	<p>SCOPE OF WORK The Applicant/Bidder shall not charge more than PKR 6,000/- inclusive of all taxes for all 5 medical tests (cumulatively) against testing parameters and methodologies as mentioned below to the Client:</p> <table border="1" data-bbox="293 728 1003 1099"> <thead> <tr> <th>Sr.No.</th> <th>Parameters</th> <th>Methodology</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>HAV</td> <td>ELISA IgM</td> </tr> <tr> <td>2.</td> <td>HEV</td> <td>ELISA IgM</td> </tr> <tr> <td>3.</td> <td>Typhoid</td> <td>Stool Culture</td> </tr> <tr> <td>4.</td> <td>Tuberculosis</td> <td>ZN Stain</td> </tr> <tr> <td>5.</td> <td>CBC</td> <td>3 or 5 parts differentials</td> </tr> </tbody> </table> <p>I. All the prequalified Laboratories shall be eligible for the medical screening of Food Handlers against Mandatory Medical Screening Parameters; however, the Laboratories may compete among each other for the rates as set under the maximum cost bracket of PKR 6,000/- inclusive of all taxes.</p> <p>II. The Laboratory shall also submit individual parameter wise rates as well, for outsourcing of medical screening of Food Handlers.</p> <p>III. In case of failure of a particular parameter, the Food Handler shall be rescreened for that very parameter only.</p> <p>IV. Only Punjab food Authority reserves the right to issue medical screening cards, valid for 1 year to the screened Food Handlers, based upon the data/reports shared by the pre-qualified Laboratories. The charges for printing and distribution of medical screening cards will be collected by Punjab Food Authority separately from the Client.</p> <p>V. Service Provider shall ensure incorporation of the revised testing methodologies, as per the guideline of Center of Disease control and prevention (CDC)/World Health Organization (WHO) or National Institute of Health (NIH), for screening of Food Handlers as and when updated.</p> <p>VI. The Punjab food Authority has the right to monitor by itself or by third party monitoring/sample testing to ensure accuracy/efficiency.</p>	Sr.No.	Parameters	Methodology	1.	HAV	ELISA IgM	2.	HEV	ELISA IgM	3.	Typhoid	Stool Culture	4.	Tuberculosis	ZN Stain	5.	CBC	3 or 5 parts differentials	
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	<p>VII. The Procuring Agency may visit the Laboratory to evaluate the quality of machinery and Services offered to the Food Handlers for medical screening.</p> <p>VIII. Physical verification of data provided in the Application may be conducted by the Inspection Committee. The Bidder shall not be considered eligible for Pre-Qualification, if discrepancies are found between the provided data by the Bidder and on ground factual position.</p> <p>IX. After pre-qualification, the Procuring Agency may review performance of any Service Provider on some serious complaints and may terminate the Contract, if found correct.</p> <p>X. Pre-Qualified Laboratories shall provide the real-time access to payment details of all the Food Handlers to be screened to the Punjab Food Authority along with valid proof via PFA Web Portal.</p> <p>XI. The pre-qualification so awarded shall remain valid for a period of 1 year from the date of notification of pre-qualification, which may be further extended for another two years, with 10% increase in upper cap limit every year, subject to the satisfaction of the Procuring Agency.</p>	
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Note: This checklist is made only for the use of Bidder to check/ confirm its documents attachment, which is not the part of the PQD. In case of any conflict between check list and PQD the words or figures/ statement given in PQD shall prevail.

SECTION IV. ELIGIBLE COUNTRIES

All countries of the world and international agencies such as World Bank, Asian Development Bank etc. with which Government of Islamic Republic of Pakistan has commercial/trade relations, except those upon which international sanctions are imposed.

PART 2. REQUIREMENTS

SECTION V. SUMMARY OF PROJECT

Punjab Food Authority (PFA) was notified as a functional entity in Punjab w.e.f July 2, 2012 under the Punjab Food Authority Act, 2011 to check food safety and quality issues in the entire food supply chain. For this reason, Medical Screening of all Food Handlers working in the food industry is mandatory according to part IX clause 27 of PPFR-18 to curb the foodborne illnesses in the food supply chain. Therefore, Punjab Food Authority invites proposals for pre-qualification of well-renowned diagnostic Laboratories of Punjab for Outsourcing of Medical Screening of Food Handlers, along with the following mandatory requirements and necessary scope of work for Outsourcing of screening tests of Food Handlers for the mandatory compliance of PPFR-18.

MANDATORY REQUIREMENTS

- a) Registration/Licensing from Punjab Healthcare Commission (PHC).
- b) Presence of Laboratory in at least 3 Divisional Headquarters of Punjab and 9 Collection Centers (one in each divisional headquarter of Punjab i.e., Sahiwal, Bahawalpur, Faisalabad, Multan, Rawalpindi, Gujranwala, Sargodha, Dera Ghazi Khan, Lahore).
- c) Presence of at least one Collection Center in 12 districts of the Punjab, other than those districts notified as divisional headquarters. That means total of at least 21 Collection Centers in Punjab.
- d) Undertaking on stamp paper of PKR 1000/- as per annexure-J for interlinking of Laboratory Integration System (LIS) with the Web Portal of Punjab Food Authority for a real time access to processing of samples and data of Food Handlers, if pre-qualified within 15 days of signing the Contract.
- e) Availability of Pathologist(s) and Medical Lab Technologist(s) holding minimum 3 years of experience in each divisional Laboratory is mandatory.
- f) At least 12/7 availability of certified phlebotomist(s) in all Collection Centers.
- g) At least 12/7 Services for the screening of Food Handler(s).
- h) On-site collection of samples for large business units i.e., having number of Food Handlers 15 or above. (Undertaking required along with satisfactory evidence to be provided by Bidder/Applicant of the capacity for onsite collection to the Inspection Committee during inspection.
- i) Sharing of data/reports of Screened Food Handler(s) in the Prescribed format with the Punjab Food Authority for an easy access and verifications within 10 days of collection of samples.
- j) It is mandatory to capture passport size photographs of all the Food Handlers to be screened by the pre-qualified diagnostic Laboratories and, must be incorporated in the Prescribed format, for sharing of reports / data with PFA.
- k) The Laboratory shall keep portion of every sample, taken for testing, preserved/stored for 30 days for HAV and HEV samples, 1 day for Typhoid and Tuberculosis; whereas, 3 days for CBC samples after testing. Punjab Food Authority may use that sample for verification of test reports and results; and also, it shall be mandatory for the prequalified lab(s) to provide that preserved/stored sample to Punjab Food Authority for independent testing and verification, if required by PFA.

SCOPE OF WORK

The Applicant/Bidder shall not charge more than PKR 6,000/- inclusive of all taxes for all 5 medical tests (cumulatively) against testing parameters and methodologies as mentioned below to the Client:

Sr.No.	Parameters	Methodology
1.	HAV	ELISA IgM
2.	HEV	ELISA IgM

3.	Typhoid	Stool Culture
4.	Tuberculosis	ZN Stain
5.	CBC	3 or 5 parts differentials

TERMS AND CONDITIONS

- All the prequalified Laboratories shall be eligible for the medical screening of Food Handlers against Mandatory Medical Screening Parameters; however, the Laboratories may compete among each other for the rates as set under the maximum cost bracket of PKR 6,000/- inclusive of all taxes.
- The Laboratory shall also submit individual parameter wise rates as well, for outsourcing of medical screening of Food Handlers.
- In case of failure of a particular parameter, the Food Handler shall be rescreened for that very parameter only.
- Only Punjab food Authority reserves the right to issue medical screening cards, valid for 1 year to the screened Food Handlers, based upon the data/reports shared by the pre-qualified Laboratories. The charges for printing and distribution of medical screening cards will be collected by Punjab Food Authority separately from the Client.
- Service Provider shall ensure incorporation of the revised testing methodologies, as per the guideline of Center of Disease control and prevention (CDC)/World Health Organization (WHO) or National Institute of Health (NIH), for screening of Food Handlers as and when updated.
- The Punjab food Authority has the right to monitor by itself or by third party monitoring/sample testing to ensure accuracy/efficiency.
- The Procuring Agency may visit the Laboratory to evaluate the quality of machinery and Services offered to the Food Handlers for medical screening.
- Physical verification of data provided in the Application may be conducted by the Inspection Committee. The Bidder shall not be considered eligible for Pre-Qualification, if discrepancies are found between the provided data by the Bidder and on ground factual position.
- After pre-qualification, the Procuring Agency may review performance of any Service Provider on some serious complaints and may terminate the Contract, if found correct.
- Pre-Qualified Laboratories shall provide the real-time access to payment details of all the Food Handlers to be screened to the Punjab Food Authority along with valid proof via PFA Web Portal.
- The pre-qualification so awarded shall remain valid for a period of 1 year from the date of notification of pre-qualification, which may be further extended for another two years, with 10% increase in upper cap limit every year, subject to the satisfaction of the Procuring Agency.

AGREEMENT

BETWEEN

PUNJAB FOOD AUTHORITY

- and -

[THE CONTRACTOR]

RELATING TO
[INSERT DESCRIPTION]

DATED [●]

Important Note; this draft is only a template which shall be reviewed, reformatted accordingly, at the time of signing of the Contract in accordance with the requirements of the Procuring

Agency provided in the above PDQs.

THIS AGREEMENT is made on [●], at Lahore, Pakistan.

BETWEEN:

- (1) **PUNJAB FOOD AUTHORITY**, a statutory body constituted pursuant to section 3 of the Punjab Food Authority Act, 2011, with its office located at 83-C, New Muslim Town, Lahore, Punjab, Pakistan (“**Procuring Agency**” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in interest, administrators and permitted assigns); and
- (2) [**INSERT NAME OF CONTRACTOR**], [**insert description of Contractor (company, partnership etc.)**] established under the Laws of Pakistan having place of business located at [●] (the “**Contractor**” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in interest, administrators and permitted assigns).

RECITALS:

- (A) The Procuring Agency invited proposals from interested parties for the Outsourcing of medical screening of Food Handlers in pursuant to the RFP.
- (B) The Contractor was selected as the successful Bidder for the Outsourcing of medical screening of Food Handlers of the RFP and issued the letter of acceptance dated [**INSERT DATE**] by the Procuring Agency.
- (C) In accordance with the requirements of the RFP, the Parties are entering into this Agreement.
- (D) This Agreement sets out detailed terms and conditions on which the Contractor will provide Services to the Procuring Agency.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1.1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

- 1.1.1 Except where the context requires otherwise, the capitalized terms used in this Agreement (including the recitals) shall have the following meanings:

“**Agreement**” means this Agreement and all appendices hereto;

“Authority” means the Punjab Public Procurement Regulatory Authority, established under the PPRA Act;

“Contractor” has the meaning given to it in the preamble;

“Corrupt Practice” has the meaning given to it in PPRA Act;

“Effective Date” means the date on which the Parties have signed this Agreement;

“Food Handlers” means a person who works in a food business and who either handles food or surfaces that are likely to be in contact with food. A Food Handler perform various activities in a food business including making, cooking, serving, packing, displaying and storing food. Food Handler can be involved in manufacturing, producing, collecting, extracting, processing, transporting, delivering, thawing or preserving food.

“Force Majeure Event” means any event beyond the reasonable control of a Party and which by the exercise of diligence and reasonable care could not be overcome by the affected Party such as strikes, lock-outs or other industrial disturbances (other than strikes by the staff of the Contractor), acts of war, wars whether declared or not, terrorism, blockades, insurrection, riots, landslides, earthquakes, storms, lightning, floods, civil disturbances, explosions or other acts of nature;

“Inspection Committee” means the committee notified by the Procuring Agency for inspection of Items;

“Laboratory” means a healthcare establishment where only Laboratory diagnostic Services are provided.

“Law” means all federal, provincial and local laws of Pakistan, and all orders, rules, regulations, executive orders, statutory regulatory orders, decrees, judicial decisions, notifications, or other similar directives issued by a competent authority in Pakistan, as any of them may be amended, substituted, replaced or re-promulgated from time to time;

“Parties” means collectively the Procuring Agency and the Contractor, and **“Party”** means any of them;

“Performance Bank Guarantee” means an the irrevocable, unconditional and on-demand Bank Guarantee (and any replacement thereof), in favour of the Procuring Agency, in an amount equal to Pakistani Rupees 5.0 Million only (PKR 5,000,000/-), issued by a scheduled bank in Pakistan acceptable to the Procuring Agency, in the form set out in appendix 2;

“**PPRA Act**” means the Punjab Procurement Regulatory Authority Act, 2009 (including any amendments, modifications or any re-enactment thereof);

“**PPR**” means the Punjab Procurement Rules, 2014 framed under the PPRA Act (including any amendments, modifications or any re-enactment thereof);

“**Procuring Agency**” has the meaning given to it in the preamble;

“**Release Certificate**” means the certificate to be issued by the Procuring Agency, confirming, *inter alia*, that the Contractor has fulfilled its obligations under this Agreement;

“**RFP**” means the request for proposals document issued on [●] (as amended, varied or supplemented) issued by the Procuring Agency in terms of the PPR read with the PPRA Act;

“**Specifications**” means the specifications for the medical screening to be provided by the Contractor, as specified in appendix 1;

“**Term**” means the period commencing from the Effective Date and expiring on the last day of the Warranty Period;

1.2 Interpretation

1.2.1 In this Agreement, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree”, “agreed” or “Agreement” require the Agreement to be recorded in writing;
- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (e) references to clauses and appendices are, unless the context otherwise requires, references to clauses or appendices to this Agreement;
- (f) a reference to any legislation or legislative provision includes any statutory modification, amendment, or re-enactment of or legislative provision substituted for, and any subordinate legislation under that legislation or legislative provision;

- (g) unless otherwise provided herein, whenever a consent or approval is required by one Party from the other Party, such consent or approval shall not be unreasonably withheld or delayed;
- (h) except as provided in clause (*Confidentiality*), nothing shall be construed or interpreted as limiting, diminishing or prejudicing in any way the rights of the Procuring Agency to claim any benefit provided under applicable Laws (whether in effect at the Singing Date or in the future);
- (i) headings shall not be taken into consideration in the interpretation of this Agreement;
- (j) the words “including”, “includes” and any variants of those words will be read as if followed by the words “without limitation”;
- (k) any reference to a party includes its respective successors in interest and permitted assigns, from time to time; and
- (l) a reference to business day(s) hereunder will be construed as a reference to a day on which banks are open for business in Punjab, Pakistan.

2. THE PROCURING AGENCY

2.1 Inspection Committee

- 2.1.1 The Inspection Committee shall carry out inspection of Services delivered by the Contractor.
- 2.1.2 The Inspection Committee may require the Contractor to submit such information as it may deem necessary for the inspection of the Services to ensure that the Services provided by the Contractor meets the Specifications.
- 2.1.3 The Procuring Agency may visit the Laboratory set up time to time to evaluate the quality of machinery and Services offered to the Food Handlers for medical screening.
- 2.1.4 The Punjab Food Authority has the right to monitor by itself or by third party monitoring/sample testing to ensure accuracy/efficiency.
- 2.1.5 Only Punjab Food Authority reserves the rights to issue Medical Screening Cards, valid for 1 year to the screened Food Handlers,

based upon the data/reports shared by the pre-qualified Laboratories.

2.2 Instructions

2.2.1 During the Term, the Procuring Agency may issue to the Contractor, from time to time, such instructions as it deems fit to ensure the Contractor performs its obligations under this Agreement. Each such instruction shall be issued in writing and shall be binding on the Contractor.

2.3 Procuring Agency's Representative

2.3.1 The Procuring Agency shall designate one or more persons as its representative to act on its behalf under this Agreement and to perform such functions as may be delegated to it by Procuring Agency.

2.3.2 Unless and until the Procuring Agency notifies the Contractor otherwise, the Procuring Agency's representative shall be deemed to have the full authority of the Procuring Agency under this Agreement.

2.3.3 If the Procuring Agency wishes to replace any person appointed as its representative, the Procuring Agency shall give the Contractor not less than 3 days' notice of the replacement's name, address, duties and authority, and of the date of appointment.

3. THE CONTRACTOR

3.1 Contractor's General Obligations

3.1.1 The Contractor hereby covenants with the Procuring Agency that it shall:

- (a) ensure that Services provided, meets the Specifications;
- (b) ensure that all consents, orders, authorizations, waivers, approvals and any other actions, or registrations, declarations or filings with, any person, board or body, public or private, that are required to be obtained by the Contractor in connection with the execution, delivery or performance of this Agreement will be obtained as and when required under the applicable

laws (including Laws);

- (c) Service Provider shall ensure incorporation of the revised testing methodologies, as per the guidelines of Center of Disease control and prevention (CDC)/World Health Organization (WHO) or National Institute of Health (NIH), for screening of Food Handlers as and when updated.
- (d) The Contractor shall provide the real-time access to payment details of all the Food Handlers to be screened with the Punjab Food Authority along with valid proof.
- (e) In case of failure of a particular parameter, the Food Handler shall be rescreened for that very parameter only.
- (f) The Contractor shall keep portion of every sample, taken for testing, preserved/stored for 30 days for HAV and HEV samples, 1 day for Typhoid and Tuberculosis; whereas, 3 days for CBC samples after testing. Punjab Food Authority may use that sample for verification of test reports and results; and also, it shall be mandatory for the prequalified lab(s) to provide that preserved/stored sample to Punjab Food Authority for independent testing and verification, if required by PFA.

3.1.2 Any data or information received by the Contractor, from the Procuring Agency, its representative or the Inspection Committee or any approval or certification given to the Contractor from the Procuring Agency, shall not relieve the Contractor from its responsibility for provision of Services, as per the Specifications and shall not result in any increase in the price.

3.1.3 Any data or information being acknowledged/received by the Contractor, in terms of data/results/reports as a result of medical screening of Food Handlers is the property of Punjab Food Authority Hence, shall not be disclosed to any third party.

3.1.4 It is mandatory to capture passport size photographs of all the Food Handlers to be screened by the pre-qualified diagnostic Laboratories and, must be incorporated in the Prescribed format, for sharing of reports / data with PFA.

3.1.5 The Contractor shall comply with applicable Laws for the provision

and inspection of Services.

3.2 Contractor's Representative

- 3.2.1 The Contractor shall appoint one or more persons as its representative, to act on behalf of the Contractor under this Agreement, having all authority necessary to act on the Contractor's behalf under this Agreement.
- 3.2.2 The Contractor shall not, without the prior consent of the Procuring Agency, revoke the appointment of its representative or appoint a replacement.
- 3.2.3 The Contractor's representative may, with prior notice to the Procuring Agency, delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation.
- 3.2.4 The appointment of a representative by the Contractor shall not relieve the Contractor of its obligations under this Agreement.

3.3 Unforeseeable Difficulties

- 3.3.1 Except as otherwise stated in this Agreement:
 - (a) the Contractor shall be deemed to have obtained all necessary information as to potential risks, contingencies and other circumstances which may influence or affect its obligations under this Agreement; and
 - (b) by signing this Agreement, the Contractor accepts total responsibility and risk for having foreseen all difficulties and costs for performing its obligations under this Agreement;

3.4 Contractor's acknowledgements and undertakings

- 3.4.1 The Contractor acknowledges and confirms that:
 - (a) it has investigated, evaluated and considered all factors with regards to the provision of Services in accordance with this Agreement, and no claim whatsoever, including claims regarding extension of timeline or adjustment to price, shall be entertained by the Procuring Agency.

- (b) it has satisfied itself as to the correctness and sufficiency of the price; and
- (c) the price covers all things necessary for the provision of Services, as per the Specifications.

4. TERMINATION AND BLACKLISTING

4.1 Termination for Default

- 4.1.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract under Law, by written notice to the Contractor, may terminate this Agreement:
- (a) if the Contractor fails to perform any other obligation(s) under this Agreement;
 - (b) any material litigation is commenced against the Contractor which materially impacts its performance of this Agreement; or
 - (c) if the Contractor, in the judgment of the Procuring Agency, has engaged in Corrupt Practices.

4.2 Termination for Insolvency

- 4.2.1 The Procuring Agency may at any time terminate this Agreement by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

4.3 Termination for Convenience

- 4.3.1 The Procuring Agency may at its absolute discretion and at any time, terminate this Agreement for convenience by giving at least 15 days' notice to the Contractor, whereupon this Agreement shall terminate on the date of termination specified therein.

4.4 Blacklisting Mechanism

- 4.4.1 The Procuring Agency may, in terms of the PPR read with PPRA Act, for a specified period, debar the Contractor from participating in any public procurement, if the Procuring Agency determines that the Contractor has:
- (a) acted in a manner detrimental to the public interest or good practices;

- (b) consistently failed to perform its obligation under this Agreement; or
- (c) indulged in any Corrupt Practice.

4.4.2 If Procuring Agency debars a Contractor, the Procuring Agency:

- (a) shall forward the decision to the Authority for publication on its website; and
- (b) may request the Authority to debar the Contractor for procurement of all “*procuring agencies*” as defined in the PPRA Act.

5. FORCE MAJEURE

- 5.1** If either Party considers that a Force Majeure Event has occurred which may affect performance of its obligations under this Agreement, it shall promptly notify the other Party giving details of the nature, the probable duration and the likely effect of the Force Majeure Event within 7 days of its occurrence.
- 5.2** Provided a notice has been duly given by the affected Party, then during the duration of any Force Majeure Event, neither Party will be responsible or liable to the other for any failure or delay in performance of its obligations or be deemed to be in breach of this Agreement, to the extent that such failure or delay is caused by a Force Majeure Event.
- 5.3** The affected Party shall give notice to the other Party when it ceases to be affected by the Force Majeure Event.
- 5.4** The affected Party will use all reasonable efforts and will ensure that it uses all reasonable efforts to mitigate the effects of a Force Majeure Event. The affected Party will continue to perform its obligations under this Agreement as far as it is reasonably practical and will seek all reasonable alternative means for performance of its obligations not prevented by the Force Majeure Event.
- 5.5** In case of occurrence of a Force Majeure Event, provided that the Contractor is in compliance with its other obligations under the Agreement, the Contractor, in the sole determination of the Procuring Agency:
 - (a) shall not be liable for any failure or delay in performing its obligations under or pursuant to this Agreement during the existence of such Force Majeure Event; and
 - (b) shall be entitled to an extension to any timelines under this Agreement, provided, that (i) in no event shall the Term be

extended and (ii) no relief, including without limitation the extension relevant timelines, shall be granted to the Contractor to the extent that such failure or delay would have nevertheless been experienced by the Contractor had the Force Majeure Event not occurred or that such failure or delay was caused by the failure of the Contractor to comply with its obligations under this Agreement.

- 5.6** If a Force Majeure Event occurs which continues for a period exceeding 60 consecutive days, the Procuring Agency may give to the Contractor a notice of termination of this Agreement which shall take effect 30 days after the giving of the notice.

6. DISPUTE RESOLUTION

6.1 Amicable Settlement

- 6.1.1 The Parties agree to attempt to resolve any dispute arising under this Agreement promptly, amicably and in good faith. Each Party shall designate a representative who shall be entitled to enter into discussions to resolve by amicable Agreement any dispute in connection with this Agreement.

6.2 Arbitration

- 6.2.1 Any dispute arising out of or in connection with this Agreement that has not been resolved amicably, shall be settled by arbitration in accordance with the Arbitration Act, 1940 (as amended, supplemented or modified), by Secretary Food, Government of Punjab.
- 6.2.2 The arbitration proceedings, and the award shall be rendered in the English language.
- 6.2.3 The arbitration shall be conducted in Lahore, Pakistan. Except as awarded by Secretary Food, Government of Punjab, each Party shall be responsible for its own costs incurred by it in connection with an arbitration hereunder.
- 6.2.4 The decision of Secretary Food, Government of Punjab shall be final and binding upon the Parties. Judgment upon the award rendered by Secretary Food, Government of Punjab, may be entered in any court of competent jurisdiction. The Party in whose favor the award is given may enforce such award or judgment in any jurisdiction, including any jurisdiction where the other Party's assets may be located.

6.3 Performance to Continue During Dispute

6.3.1 Notwithstanding any reference of a dispute to the amicable settlement or arbitration herein, the Parties shall (to the extent practicable) continue to perform their respective obligations under this Agreement unless they otherwise agree.

7. MISCELLANEOUS

7.1 Communications

7.1.1 Except as expressly provided in this Agreement, every certificate, notice, instruction, direction, order, consent or decision to be given under this Agreement shall be given in writing to the respective addressee at the corresponding address specified below (or such other address and / or addressee as the Parties may notify to each other) in writing upon 07 days advance notice and shall be effective when received) and shall be deemed effective as follows:

- (a) if delivered personally, upon delivery;
- (b) if sent by post, upon certified receipt;
- (c) if sent by a courier Service, upon receipt;
- (d) if sent by e-mail, upon a returned receipt.

7.1.2 If to Contractor:

Address: [●]
Tel.: [●]
Email: [●]
Attention:[●]

If to Procuring Agency:

Address: [●]
Tel.: [●]
Email: [●]
Attention:[●]

7.2 Law and Language

7.2.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

7.2.2 If there are versions of any part of this Agreement which are written in more than one language, the English language version shall prevail.

7.2.3 The language for all communications, documents, equipment

interface and signage to be provided or required under this Agreement shall be English. The Contractor shall not be entitled to an extension of time, or to any costs incurred in each case for arranging English language translations for any communications, documents, equipment interface and signage to be provided or required under this Agreement.

7.3 Assignment

7.3.1 The Contractor shall not be entitled to assign, either in whole or in part, any of its rights and obligations under this Agreement to any party without the prior written consent of the Procuring Agency.

7.4 Confidentiality

7.4.1 The Contractor shall hold (and shall procure that its representatives shall hold) in confidence all documents and other information whether technical or commercial supplied to it by or on behalf of the Procuring Agency and all information and documents obtained by it in the course of any inspection performed in accordance with the terms of this Agreement, and shall not, save as required by Law, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required to perform its obligations under this Agreement.

7.4.2 Any data or information being acknowledged/received by the Contractor, in terms of data/results/reports as a result of medical screening of Food Handlers is the property of Punjab Food Authority Hence, shall not be disclosed to any third party.

7.4.3 The provisions set out in clause 7.4.1 shall not apply to:

- (a) any information in the public domain otherwise than by breach of this Agreement;
- (b) information in the possession of the Contractor before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality; and
- (c) information obtained from a third party who is free to divulge the same, and which is not obtained under any obligation of confidentiality.

7.5 Compliance with Laws

7.5.1 The Contractor shall, in performing its obligations under this Agreement, comply with all applicable Laws. Unless otherwise stated in this Agreement (including the Specifications):

- (a) the Contractor shall bear charges (if any) imposed by laws in Pakistan in connection with entry into this Agreement;
- (b) the Contractor shall obtain and maintain all necessary consents and approvals as may be required for performing its obligations under this Agreement; and
- (c) any fines imposed upon or other penalties incurred by the Contractor for non-compliance with the applicable laws (including Laws) or other actions taken pursuant thereto (including in relation to any consents and approvals) shall not be reimbursed by the Procuring Agency but shall be the sole responsibility of the Contractor.

7.6 No Liability for Review

7.6.1 No review, non-objection, approval or acceptance by the Procuring Agency (or the Inspection Committee) of any Agreement, document or instrument proposed by the Contractor shall relieve the Contractor from any liability that it would otherwise have had in the preparation of such Agreement, document, instrument, or failure to comply with applicable laws (including Laws) or to satisfy its obligations under this Agreement, except as otherwise specified in this Agreement. The Procuring Agency (or the Inspection Committee) is not liable to the Contractor or any other person by reason of its review, non-objection, approval or acceptance of any Agreement, document or instrument, except as otherwise specified in this Agreement.

7.7 No Waiver

7.7.1 No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement:

- (a) shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character; or
- (b) shall be effective unless in writing duly executed by a duly authorised representative of such Party; or
- (c) the waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.

7.7.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right

hereunder, which shall remain in full force and effect.

7.8 Relationship of the Parties

7.8.1 This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any Agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

7.9 Survival

7.9.1 Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination, including, without limitation, warranties, remedies, promises of indemnity and confidentiality.

7.10 Affirmation

7.10.1 The Contractor declares and affirms that it has not paid nor has it undertaken to pay and that it shall in the future not pay any bribe, pay-offs, kick-backs or unlawful commission and that it has not in any other way or manner paid any sums, whether in Pakistani currency or foreign currency and whether in Pakistan or abroad, or in any other manner given or offered to give any gifts and presents in Pakistan or abroad to any person or company to procure this Agreement, and the Contractor undertakes not to engage in any of the said or similar acts during the term of and relative to this Agreement.

7.11 Priority of Documents

7.11.1 The documents forming this Agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) this Agreement (other than the appendices);
- (b) the Specifications;
- (c) the appendices (other than those mentioned above);
- (d) the bid; and
- (e) any other documents forming part of this Agreement.

7.12 Agreement Modification

- 7.12.1 No oral or written modification of this Agreement, either, before or after its execution, shall be of any force or effect unless such modification is in writing and signed by the Parties.

7.13 Severability

- 7.13.1 In the event of any part of this Agreement being ineffective, such part shall be deemed to be severed and the validity of the remaining portion shall not be affected, provided such ineffectiveness is without prejudice to the essence of this Agreement. Notwithstanding, the provisions of the preceding sentence, should any term or provision of this Agreement be found to be invalid by any relevant authority having jurisdiction thereof, the Procuring Agency shall immediately take such steps as it may deem necessary to eliminate such invalidity.

7.14 Limitation of Liability

- 7.14.1 No Party shall be liable to the other in Contract, tort, warranty, strict liability, or any other legal theory for any indirect, consequential, incidental, punitive, or exemplary damages, except as expressly provided herein.

7.15 Indemnity

- 7.15.1 The Contractor shall indemnify and hold harmless the Procuring Agency, its representatives and the Inspection Committee, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of any loss or bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of this Agreement by the Contractor or its representatives.

7.16 Competition among Pre-Qualified Laboratories

- 7.16.1 All the prequalified Laboratories shall be eligible for the medical screening of Food Handlers against Mandatory Medical Screening Parameters; however, the Laboratories may compete among each other for the rates as set under the maximum cost bracket of PKR 6,000/- inclusive of all taxes.

7.17 Extension of Agreement

- 7.17.1 This Agreement may be extended for further two years subject to the willingness of both parties.

APPENDIX 1 – SERVICES

Sr. No.	Parameters	Methodology
1.	HAV	ELISA IgM
2.	HEV	ELISA IgM
3.	Typhoid	Stool Culture
4.	Tuberculosis	ZN Stain
5.	CBC	3 or 5 parts differentials

APPENDIX 2 – FORM OF PERFORMANCE BANK GUARANTEE

To,

Director General
Punjab Food Authority
83-C New Muslim Town, Lahore

WHEREAS [name of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Agreement No. [Reference number of the Contract_____] dated _____ 20____ to supply [description of Items] (hereinafter called the “Agreement”).

AND WHEREAS it has been stipulated by you in the said Agreement that the Contractor shall furnish you with a bank guarantee by a schedule bank for the sum specified in Performance Bank Guarantee, as security for compliance with the Contractor’s performance obligations in accordance with the Agreement.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, for the sum of PKR (in figures_____) (inwards_____) and undertake to pay to the you, upon your first written demand declaring the Contractor to be in default under the Agreement and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand.

This guarantee is valid until the ____ day of _____20_____.

SIGNATURE AND SEAL OF GUARANTORS

Name: _____ **CNIC:** _____

Designation: _____ **Date:** _____

Signature/Seal: _____

SIGNATURE PAGES

- 1. *IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.***

PUNJAB FOOD AUTHORITY

Signature

.....

Name (block capitals)

.....

Witness signature

.....

Witness name (block capitals)

.....

[NAME OF CONTRACTOR]

Signature

.....

Name (block capitals)

.....

Witness signature

.....

Witness name (block capitals)

.....