

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods Worth Fifty
Million or More

01.	NAME OF THE ORGANIZATION/DEPTT.	Federal Directorate of Immunization (FDI), Ministry of National Health Services, Regulations & Coordination, National Health Complex, Park Road, Chak Shahzad, Islamabad
02.	FEDERAL / PROVINCIAL GOVT.	Federal Government.
03.	TITLE OF CONTRACT	Procurement of BCG, Td, bOPV, and Immunization Devices for Financial Year 2022-2023.
04.	TENDER NUMBER	No. 1 (1) /2022-23/Vaccines/FDI
05.	BRIEF DESCRIPTION OF CONTRACT	It was not in the shape of a formal contract but an Understanding reached through exchange of letters between UNICEF and the Ministry of National Health Services, Regulations & Coordination.
06.	TENDER VALUE	Rs. 2,678,952,935 (Rupees Two Billion Six Hundred Seventy-Eight Million Nine Hundred Fifty-Two Thousand Nine Hundred Thirty Five Only)
07.	ENGINEER'S ESTIMATE (for civil Works only)	Not Applicable
08.	ESTIMATED COMPLETION PERIOD	Not Applicable
09.	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes / No	YES

6 ep: 28923 . G

10.	<u>ADVERTISEMENT:</u> (i) PPRA Website Yes / No (Federal Agencies) (If yes give date and PPRA's tender number) (ii) Newspapers Yes / No (If yes give names of newspapers and dates)	Does not apply Does not apply
11.	TENDER OPENED ON (DATE & TIME)	Does not apply
12.	NATURE OF PURCHASE Local/international	Does not apply
13.	EXTENSION IN DUE DATE (If any) Yes / No	Does not apply
14.	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of Buyers)	Does not apply
15.	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes / No (If yes enclose a copy).	Does not apply
16.	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes / No (If yes enclose a copy).	Does not apply
17.	WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one) a) SINGLE STAGE – ONE ENVELOPE PROCEDURE b) SINGLE STAGE-TWO ENEVELOPES PROCEDURE. c) TWO STAGE BIDDING PROCEDURE. d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE.	Does not apply <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)

In pursuance to the advertisement published on **03-11-2022** in dailies Urdu Jang, Aeen, Kawish and daily English, Dawn as well as uploaded on Public Procurement Regulatory Authority's (PPRA's) website, required under Rule-12 of PPRA Rules, 2004 for Invitation for Bids/tender Notice for procurement of the supply of Vaccines and syringes. The meeting of Federal Procurement Committee has been scheduled on 29-11-2022 for opening of bids. The bids were opened on **29-11-2022** (Tuesday) at 12:00 noon (as per schedule given in the advertisement) in the Committee Room of the Federal Directorate of Immunization, National Health Complex, Chak Shahzad, Park Road, Islamabad, by the Federal Procurement Committee, notified by the Ministry of National Health Services, Regulations & Coordination vide Notification No. F.1(1)2022-23/Vaccines/FDI, dated 5th October, 2022, under the Chair of Director General (Health).

The Federal Procurement Committee discussed the applications of M/s Sind Medical Stores, Karachi and M/s Hospital Services & Sales, Karachi dated 05-12-2022, 22-12-2022, 03-01-2022 and 24-01-2023 showing their inability/withdraw to supply the vaccines and syringes due to current economic situation usance Letter of Credit (LCs). Therefore, the Federal Procurement Committee recommended to adopt alternative way for procurement of BCG, bOPV, Td vaccines and ADS 0.05ml syringes quoted by M/s Sind Medicals Stores, Karachi and M/s Hospital Services & Sales, Karachi. Procurement through UNICEF in exercise of exemption granted by Federal Cabinet under section 21 of PPRA Ordinance 2002 is an alternative way. Accordingly, it was decided to procure these vaccines and ADS 0.05ml through UNICEF.

Procurement through UNICEF in exercise of exemption granted by Federal Cabinet under section 21 of PPRA Ordinance 2002 is an alternative way. Moreover, it is highlighted that Govt of Pakistan has already accorded exemption under Section 21 of PPRA Ordinance, 2002, for procurement of FDI vaccines from single source procurement through UNICEF. Hence proposed procurement is covered under PPRA Rules, 2004. (Copy attached).

18.	WHO IS THE APPROVING AUTHORITY	Following recommendation of the Federal Procurement Committee, Dr. Muhammad Fakhar Alam, Secretary/PAO, M/o NHR&C approved for award of contract.
19.	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.	YES
20.	NUMBER OF BIDS RECEIVED	Does not apply
21.	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes / No	Does not apply
22.	WHETHER INTEGRITY PACT WAS SIGNED Yes/ No	Does not apply

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods Worth Fifty Million
Rupees or More

01.	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	Does not apply
02.	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	Supply Division, UNICEF-Copenhagen, Denmark through UNICEF-Pakistan, Islamabad
03.	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 st , 2 nd , 3 rd EVALUATED BID).	Does Not Apply
04.	NEED ANALYSIS (Why the procurement was necessary?)	BCG vaccine provides protection against tuberculosis (TB). Diphtheria and tetanus (DT) vaccine protects young children against these diseases.
05.	IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)	Does Not Apply
06.	WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes / No	Does Not Apply

07.	DATE OF CONTRACT SIGNING (Attach a copy of agreement)	Cost Estimate 10028092 dated 04-04-2023 BCG-20, bOPV-20 and Td-20 vaccines. CE 10028094 dated 21-03-2023 Syringe, A-D, BCG,0.05ml, Memorandum of Understanding (MoU). Copies Attached.
08.	CONTRACT AWARD PRICE	Rs. 2,678,952,935 (Rupees Two Billion Six Hundred Seventy-Eight Million Nine Hundred Fifty-Two Thousand Nine Hundred Thirty Five Only)
09.	WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes / No (Attach copy of the bid evaluation report)	Does Not Apply
10.	ANY COMPLAINTS RECEIVED Yes / No (If yes result thereof)	No
11.	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS Yes / No (If yes give details)	Does Not Apply
12.	DEVIATION FROM QUALIFICATION CRITERIA Yes / No (If yes give details)	Does Not Apply
13.	SPECIAL CONDITIONS, IF Any (Give Brief Description)	No.

21 March 2023

Honorable Secretary
Ministry of National Health Services, Re
Ministry of National Health
Services
Regulations and Coordination
Local Government Complex, G - 5/2
Islamabad
PAKISTAN

UNICEF Partner Code: G33027

UNICEF Reference: Cost Estimate 10028094 (Please quote on all correspondence)

Dear Honorable Secretary,

We are pleased to share with you our Cost Estimate for Immunisation Devices totalling USD 879,667.50 valid until 30 June 2023, as per your request received through UNICEF Pakistan Country office on 09 March 2023.

In addition to the information on costs, we would like to bring the following to your kind attention:

1. Delivery

The estimated prices are in accordance with Incoterms 2020 CIP (Carriage and Insurance Paid To) Karachi, Pakistan, with shipment by Sea.

Item 10 (72,300 boxes-100) will be ready for dispatch within 3-4 weeks from the time of a Purchase Order, and an additional 8-10 weeks should be allowed for delivery by October.

Item 20 (70,000 boxes-100), will be ready for dispatch one month after Item 10, and an additional 8-10 weeks should be allowed for delivery by November.

The delivery times are indicative as actual delivery schedules can only be confirmed by our suppliers after UNICEF has received advance payment.

Due to new export/import regulations in many of UNICEF's suppliers countries of origins, UNICEF is required to provide, through our shipping agents, one of the following: registration number/VAT number/SIREN number/Tax Identification Number (TIN) of the consignee of the goods. This information (including the correct/applicable term at country level) should be provided at the time of order confirmation, at the latest. Goods are not allowed to depart from port without this information. UNICEF will not be responsible for any delay or blockade to be experienced in shipping of the goods in case information is not accurate or has not been provided on time.

2. Commodities/Services

Kindly note the following:

Safety Boxes have not been requested for this cost estimate, kindly note that in order to reduce the risk of disease transmission from

for every child

the reuse or misuse of disposable syringes all partners of immunisation devices are requested to finance not only vaccines, but also the safe administration of vaccines, syringes and safety boxes. If the exclusion of safety boxes was an oversight please send through an updated request including safety boxes.

The quantity of all immunization devices offered in this cost estimate has been rounded in order to accommodate the supplier's standard export packaging.

The items will be delivered with the following documents:

- Certificate of Analysis
- Commercial invoice
- Packing list
- Summary protocol
- Bill of lading
- Free sales certificate
- Registration certificate
- Certificate of origin
- Certificate of sterility for device

Any request for further documentation must be stated at time of order confirmation and will not be accepted after the purchase order has been placed.

3. Memorandum of Understanding (MOU)

Procurement activity shall be initiated by UNICEF in accordance with the valid Memorandum of Understanding between your organization and UNICEF. The purpose of the MOU is to set out the framework of processes, rights and obligations related to procurement services as well as to outline areas of understanding between the parties.

4. Order Confirmation

Should you accept this Cost Estimate and wish to procure the supplies through UNICEF, advance payment for the total amount of the Cost Estimate is required by transferring funds within the validity period. Please transfer the funds to the UNICEF Bank Account, quoting the Cost Estimate number in the Payment Reference, as follows:

By bank wire transfer:

UNICEF Payment Reference: CE 10028094
Nordea Danmark, filial Nordea Bank Abp, Finland
Vesterbrogade 8
Postboks 850
DK-0900 Copenhagen C(054)
Denmark
SWIFT:NDEADKKK

Beneficiary details:
Account holder: United Nations Children's Fund
Bank/Clearing Code: 2191
Account No.: 5005848856
IBAN No.: DK4220005005848856

Pay-Through/Intermediary Bank (from or via USA):
Bank of America Merrill Lynch, New York
222 Broadway
10038, New York, NY
SWIFT: BOFAUS3N
ABA: 026009593

Please note that failure to quote the Cost Estimate in the Bank Transfer may result in a delay to the procurement.

for every child

unicef 

The Procurement Services to be provided under this Cost Estimate shall be governed solely by the provisions contained in this Cost Estimate, the terms of the valid Memorandum of Understanding between your organization and UNICEF, and UNICEF's regulations and rules.

By accepting this Cost Estimate, you agree with delivery of alternate items offered herein in place of requested items which are not available.

5. Handling Fees

The handling fees are established at the minimum amount UNICEF reasonably concludes is required to meet all related transaction costs and to support the supply of quality assured goods and services. The handling fees appear beneath each line item of the Cost Estimate.

6. Contingency Buffer

A standard 6 per cent contingency buffer is added to the estimated cost of supplies and is used to cover against fluctuations in the commodity market and in currency exchange rates. Any charges made against the contingency buffer will be shown in the Statement of Account.

7. Inspection of Goods Received

Partner is requested to inspect all goods upon arrival, make remarks on the shipping documents and put the carrier on claims notice when appropriate.

UNICEF must be informed immediately after the inspection in order to assist with filing any insurance claims. In any event the above measures must be taken within the following time limits:

Air: 14 days upon arrival of goods shipment (Ref: Montreal Convention, 1999)

Sea: 3 days upon arrival of shipment (Ref: Haag-Visby Maritime law)

Rail: 7 days upon arrival of shipment (Ref: COTIF (CIM) Convention)

Road: immediately for visible damage or 7 days upon arrival (Ref: CMR convention)

8. Statement of Account

After shipment of all supplies and recording of all expenses incurred, UNICEF will provide a Statement of Account. Any balance remaining will, upon your instructions, either be refunded or held for new requests. Any amount due to UNICEF should be paid as per agreed payment terms.

9. Cost Estimate

Item No.	WH/ NW	Material No.	Description	Quantity	Unit	Unit Price in USD	Amount in USD
10	NW	S0002013	Syringe,A-D,BCG,0.05ml,w/ndl/BOX-100				
		Handling fee	8.50% = 30,727.50	72,300	Box	5.000	361,500.00

Item No.	WH/ NW	Material No.	Description	Quantity	Unit	Unit Price in USD	Amount in USD
20	NW	S0002013	Syringe,A-D,BCG,0.05ml,w/ndl/BOX-100 Handling fee 8.50% = 29,750.00	70,000	Box	5.000	350,000.00
Cost of supplies							711,500.00
Freight, Insurance & Inspection							65,000.00
Handling fee							60,477.50
Total estimated costs							836,977.50
Contingency buffer							42,690.00
Total amount to be deposited							879,667.50

Estimated weight/volume : 61,189 KG / 498,050 CDM

Consignee : Please provide the correct consignee details including contact person, email address and mailing address for this order when reverting with the acceptance of the Cost Estimate.

Delivery terms : CIP Karachi, Pakistan

* WH = warehouse item; NW = non-warehouse item.

Kindly note, for computational purposes, item unit prices figure to three decimal places. Total amounts are quoted to two decimal places.

We appreciate the opportunity to provide a Cost Estimate and hope the information in it is satisfactory. For any further clarification please do not hesitate to contact your focal point Yogesh Lickmichand, ylickmichand@unicef.org or psid@unicef.org.

Thomas Sorensen

Signature: 22-03-2023

Thomas Sorensen
Chief
Immunization Technology Centre (ITC)



Annika Salovaara

Signature: 22-03-2023

P. P.
Dorcas Noertoft
Chief
Procurement Services

CC: UNICEF Pakistan, Chengetanai Mangoro
CC: UNICEF Pakistan, Saima Saleem

04 April 2023

Dr. Inam Bhatti

Ministry of National Health
Services
Regulations and Coordination
Local Government Complex, G - 5/2
Islamabad
PAKISTAN

UNICEF Partner Code: G33027

UNICEF Reference: Cost Estimate 10028092 (Please quote on all correspondence)

Dear Dr. Inam Bhatti,

We are pleased to share with you our Cost Estimate for BCG-20, bOPV-20 and Td-20 vaccines totalling USD **8,591,717.86** valid until **31 May 2023**, as per your request received through UNICEF Pakistan office on 09 March 2023 and subsequent communication.

In addition to the information on costs, we would like to bring the following to your kind attention:

1. Delivery

The estimated prices are in accordance with Incoterms 2020 CIP (Carriage and Insurance Paid To) Islamabad airport, Pakistan, with shipment by air.

We have noted your request to receive the Td-20 vaccine split shipments starting from June 2023, bOPV-20 by January 2024 and BCG-20 vaccine split shipment starting from April 2023, which is unfortunately not feasible. Please note, procurement will only be initiated after funds are received, with the standard lead times as per below.

However, we will do our utmost to meet your needs and make the vaccines available as soon as possible, provided the funds are made available immediately, as well as confirmed availability by our suppliers.

Please note, procurement will only be initiated after funds are received, with the standard lead times as per below:

Item 10 - BCG, 20-dose vial vaccine (BCG-20) will be ready for dispatch within approximately 8 to 10 weeks from placement of purchase order with the supplier, and a further 3 to 4 weeks should be allowed for preparing and expediting the shipments.

Item 20 - bOPV, 20-dose vial vaccine (bOPV-20) will be ready for dispatch within approximately 4 to 6 weeks from placement of purchase order with the supplier, and a further 2 to 3 weeks should be allowed for preparing and expediting the shipments.

Item 30 - Adsorbed Tetanus and Diphtheria, Adult, 20-dose vial vaccine (Td-20) will be ready for dispatch within approximately 6 to 8 weeks from placement of purchase order with the supplier, 20 weeks for new production and a further 3 to 4 weeks should be allowed for preparing and expediting the shipments.

Please note that the offered freight costs, lead times and transport solutions are estimates and may be impacted by disruptions in international freight after COVID-19.

By bank wire transfer:

UNICEF Payment Reference: CE 10028092
Nordea Danmark, filial Nordea Bank Abp, Finland
Vesterbrogade 8
Postboks 850
DK-0900 Copenhagen C(054)
Denmark
SWIFT:NDEADKKK

Beneficiary details:

Account holder: United Nations Children's Fund
Bank/Clearing Code: 2191
Account No.: 5005848856
IBAN No.: DK4220005005848856

Pay-Through/Intermediary Bank (from or via USA):

Bank of America Merrill Lynch, New York
222 Broadway
10038, New York, NY
SWIFT: BOFAUS3N
ABA: 026009593

Please note that failure to quote the Cost Estimate in the Bank Transfer may result in a delay to the procurement.

Please note that the procurement services to be provided under this Cost Estimate shall be governed solely by UNICEF's General Terms and Conditions, the provisions contained in this Cost Estimate and the valid Memorandum of Understanding between your organization and UNICEF.

5. Handling Fees

The handling fees are established at the minimum amount UNICEF reasonably concludes is required to meet all related transaction costs and to support the supply of quality assured goods and services. The handling fees appear beneath each line item of the Cost Estimate.

6. Contingency Buffer

A standard 6 per cent contingency buffer is added to the estimated cost of supplies and is used to cover against fluctuations in the commodity market and in currency exchange rates. Any charges made against the contingency buffer will be shown in the Statement of Account.

7. Inspection of Goods Received

The Partner or its nominated consignee should inspect all vaccines upon arrival and not later than 24 hours after arrival into the country. The results of the inspection are documented by the Partner/consignee and communicated to UNICEF in a pre-defined format of a Vaccine Arrival Report (VAR) form, included in each shipment. The VAR is requested to be completed and signed either by paper or by mobile application by the Partner/consignee and provided to UNICEF within 3 working days of the vaccine arrival in country. The UNICEF Country Office can also provide the form and guidance on its completion. The timely submission of the VAR is essential for all vaccine shipments procured through UNICEF to monitor shipments of vaccines to country and enable possible corrective actions and potential initiation of insurance claim procedures if/as needed.

In the case of any damage visible or suspected, the Partner/consignee should notify UNICEF immediately, without delay, make remarks on the shipping documents and put the carrier on claims notice within the following time limits:

Air: 14 days upon arrival of goods shipment (Ref: Montreal Convention 1999).

8. Statement of Account

After shipment of all supplies and recording of all expenses incurred, UNICEF will provide a Statement of Account. Any balance remaining will, upon your instructions, either be refunded or held for new requests. Any amount due to UNICEF should be paid as per agreed payment terms.

9. Cost Estimate

Item No.	WH/ NW	Material No.	Description	Quantity	Unit	Unit Price in USD	Amount in USD
10	NW	S359114	BCG vaccine, vial of 20 doses Handling fee 4.50% = 125,144.44	711,250	each	3.910	2,780,987.50
			Item offered With VVM				
			The quantity has been rounded from the requested 711,207 vials to the offered 711,250 vials to align with the supplier's packing size.				
			Vaccine is available in two different presentations: ampoule and vial. Actual allocation will be made at the time the purchase order is placed with the supplier, based on availability.				
20	NW	S359190	bOPV, bivalent type 1+3, vial of 20 doses Handling fee 4.50% = 119,298.69	940,100	each	2.820	2,651,082.00
			Item offered With VVM				
			The quantity has been rounded from the requested 940,049 vials to the offered 940,100 vials to align with the supplier's packing size.				
30	NW	S359144	Td vaccine for adults, vial of 20 doses Handling fee 4.50% = 85,246.74	823,640	each	2.300	1,894,372.00
			Item offered With VVM				
			The quantity has been rounded from the requested 823,637 vials to the offered 823,640 vials to align with the supplier's packing size.				
			In order to accommodate the requested amount, the supplier must receive a request to produce extra quantity. The supplier requires PO's to be issued in advance before initiating any additional production. The lead time from receipt of the confirmed order to delivery is approximately 20 weeks.				

Item No.	WH/ NW	Material No.	Description	Quantity	Unit	Unit Price in USD	Amount in USD
Cost of supplies							7,326,441.50
Freight, Insurance & Inspection							496,000.00
Handling fee							329,689.87
Total estimated costs							8,152,131.37
Contingency buffer							439,586.49
Total amount to be deposited							8,591,717.86

Estimated weight/volume : 72,156.360 KG / 307.450 M3

Consignee : Please provide the correct consignee details including contact person, email address and mailing address for this order when reverting with the acceptance of the Cost Estimate.

Delivery terms : CIP Islamabad airport, Pakistan

Mode of shipment : Air

* WH = warehouse item; NW = non-warehouse item.


Kindly note, for computational purposes, item unit prices figure to three decimal places. Total amounts are quoted to two decimal places.

We appreciate the opportunity to provide a Cost Estimate and hope the information in it is satisfactory. For any further clarification please do not hesitate to contact your focal point Mariza Falla at mfalla@unicef.org or psid@unicef.org.

Signature: Ann Ottosen

p.p. Ann Ottosen
Andrew Owain Jones
Principal Adviser
Procurement Centre

Rvwd by
AMS

Signature: 

p.p. Hamadou Modibo Dicko 04.05.2023.
Dorcas Noertoft
Chief
Procurement Services

Signature: 
P.P.

Hanne Bak Pedersen
On behalf of Director
Supply Division

CC: UNICEF Pakistan - Saima Saleem, Procurement Services Associate
Chengetanai Mangoro, Procurement Services Manager
Abdullah Fadil - Representative

No. F.2(27)/DD-II/PPRA/2011
GOVERNMENT OF PAKISTAN
PUBLIC PROCUREMENT REGULATORY AUTHORITY
(CABINET DIVISION)

52
58

Islamabad, the 20th December, 2016

From.

Ali Temoor
Assistant Director (Training)
PPRA, Islamabad

To:

Muhammad Ayub Sheikh
Secretary
Ministry of National Health Services,
Regulations & Coordination
Islamabad

Subject:

EXEMPTION FOR PROCUREMENT OF EPI VACCINES FROM THE
APPLICABILITY OF PUBLIC PROCUREMENT RULES 2004 UNDER
SECTION 21 OF PPRA ORDINANCE, 2002

AB
DL
21/12
9/21/12
DS(C)
NPM

I am directed to refer to the subject exemption recommended by the PPRA Board in its Meeting held on August 05, 2016 and to convey that the "Cabinet" in its capacity as "Federal Government" considered the Summary dated 15th November, 2016 submitted by Cabinet Division for Exemption for Procurement of EPI vaccine from the applicability of Public Procurement Rules, 2004 under Section 21 of PPRA Ordinance, 2002 and accorded approval. Copy of Cabinet Division U.O. No. 4/1/2008-RA.III(PPRA) dated 16-12-2016 alongwith Cabinet Division Memorandum No. 09/CM/2016 dated 05-12-2016 with enclosure of Cabinet Decision No.233/09/2016 dated 23-11-2016 on the subject is enclosed for information and necessary action.

(Ali Temoor)
Assistant Director (Training)

Copy to:-

Mr. Nazar-ul-Islam, Section Officer, RA.III, Cabinet Division, Islamabad

cc. Dy. NPM (op)
DD (Procurement)

22/12/2016

115 22/12/16

Handwritten notes in Urdu at the bottom of the page.

No. 8248
Date: 20/12/16

By: [Signature]
Dated: 20/12/16

By: No. 8071 DC (Mesity)
Dated: 21-12-2016

MOST IMMEDIATE
BY SPECIAL MESSENGER

GOVERNMENT OF PAKISTAN
CABINET SECRETARIAT
CABINET DIVISION

23
59

Subject:- EXEMPTION FOR PROCUREMENT OF EPI VACCINES FROM THE APPLICABILITY OF PUBLIC PROCUREMENT RULES, 2004 UNDER SECTION 21 OF PPRA ORDINANCE, 2002.

A copy of Cabinet Division's Memorandum No.09/CM/2016-D dated 05-12-2016 alongwith a copy of Cabinet Decision No.233/09/2016 dated 23-11-2016 on the subject noted above is enclosed herewith for information and necessary action please.

Encl: As Above

(Nazar Ul Islam)
Section Officer (RA-III)
Ph: 051-9201444

✓ The Managing Director, PPRA, Islamabad.
Cabinet Division's No.4/1/2008-RA.III (PPRA) dated 16-12-2016

Copy to:-

The Secretary, Ministry of National Health Services, Regulations and Coordination, Islamabad alongwith a copy of Cabinet Division's Memorandum No.09/CM/2016-D dated 05-12-2016 together with a copy of Cabinet Decision No.233/09/2016 dated 23-11-2016.

(Nazar Ul Islam)
Section Officer (RA-III)

For necessary action pl.
UM 19/12

Immediate please.
19/12/16

DD(A)
17/1

Sy D/9
19-12-16

19/12/16
D/V (A/E)

Office of M.D. (PPRA)
Public Procurement Regulatory Authority
By Md. S. R. D. MD (PPRA)/00
Gated..... 19-12-16

Office of the Director General (DG) (A)
Public Procurement Regulatory Authority
No. 4466, Gated. 19-12-16

SECRET/IMMEDIATE

GOVERNMENT OF PAKISTAN
CABINET SECRETARIAT
CABINET DIVISION

60 24

No.09/CM/2016-D

Islamabad, the 5th December 2016

MEMORANDUM

Subject: DECISIONS TAKEN IN THE MEETING OF THE FEDERAL CABINET HELD ON 23RD NOVEMBER 2016

In terms of rule 20(13) of the Rules of Business 1973, a copy of the decision(s) taken in the Meeting of the Federal Cabinet held on Wednesday, the 23rd November 2016 in the Cabinet Room of the Prime Minister's Office, Islamabad, as detailed below is enclosed herewith for immediate necessary action.

2. It is requested that requisite action(s) to implement the decision(s), under rule 24 of the Rules of Business 1973, in coordination with other Divisions, where necessary, may please be initiated immediately. An implementation report may be furnished to the Cabinet Division within seven days of receipt of the decision(s).

3. The enclosed certificate, acknowledging receipt of the decision(s), may please be returned to the Cabinet Division, duly completed and signed.

Ends: as above

Iram A. Khan

(Dr. Iram A. Khan)
Joint Secretary to the Cabinet
Tele # 920 2918

1. Secretary, Finance Division

- Case No. 231/09/2016

✓ 2. Additional Secretary-II, Cabinet Division

- Cases No. 232/09/2016 &
233/09/2016
245/09/2016
246/09/2016

Cont'd.....

DS (Committee)

Office of the AS-II

Dy. No. 1897

Dated 12.12.2016

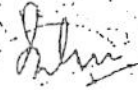
3. Secretary, Commerce Division - Case No. 234/09/2016
4. Secretary, Climate Change Division - Case No. 235/09/2016
5. Secretary, Defence Division - Cases No. 236/09/2016 & 237/09/2016
6. Secretary, Defence Production Division - Case No. 238/09/2016
7. Secretary, Economic Affairs Division - Cases No. 239/09/2016 & 247/09/2016
8. Secretary, Interior Division - Cases No. 240/09/2016 & 241/09/2016
9. Secretary, Law & Justice Division - Cases No. 242/09/2016 & 248/09/2016
10. Secretary, National Health Services, Regulation & Coordination Division - Case No. 243/09/2016
11. Secretary, Overseas Pakistanis & Human Resources Development Div. - Case No. 244/09/2016
12. Secretary, States & Frontier Regions Division - Case No. 249/09/2016
13. Additional Secretary-III, Cabinet Division - Case No. 250/09/2016
14. Secretary, Petroleum & Natural Resources Division - Case No. 251/09/2016


SECRET

Case No.233/09/2016	Exemption for Procurement of EPI Vaccines from the Applicability of Public Procurement Rules, 2004 under Section 21 of PPRA Ordinance, 2002.
Dated: 23.11.2016	
Presented by: Cabinet Division	

DECISION

The Cabinet considered the Summary dated, 15th November 2016 submitted by Cabinet Division for Exemption for Procurement of EPI Vaccines from the Applicability of Public Procurement Rules, 2004 under Section 21 of PPRA Ordinance, 2002 and accorded approval.



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MEMORANDUM OF UNDERSTANDING
FOR THE PROVISION OF PROCUREMENT SERVICES
BETWEEN
UNICEF, THE UNITED NATIONS CHILDREN'S FUND
AND

MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS AND COORDINATION
ISLAMIC REPUBLIC OF PAKISTAN

2013

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THIS MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF PROCUREMENT SERVICES (together with any attachments, this "Memorandum of Understanding") is made

BETWEEN: THE GOVERNMENT OF ~~THE ISLAMIC REPUBLIC OF PAKISTAN~~, by and through the ~~MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS AND COORDINATION~~ (hereinafter the "GOVERNMENT"), having its offices at ~~EC&RD Complex, Opp. ILO, Near State Bank Building, G-5/2, Islamabad, Pakistan~~

AND: UNICEF, THE UNITED NATIONS CHILDREN'S FUND ("UNICEF", together with the "GOVERNMENT": the "PARTIES"), an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(I) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A.

WHEREAS

- A. UNICEF, in accordance with its Charter and Mission Statement, works with governments, civil society organizations and other organizations around the world - including ~~THE ISLAMIC REPUBLIC OF PAKISTAN~~ to advance children's rights to survival, protection, development, and participation, and is guided by the Convention on the Rights of the Child.
- B. UNICEF's Supply Division is mandated to establish a Global Center for Children's Supplies and pursues its mandate by, among other things, providing the services of purchasing and/or stocking, set packing and dispatching supplies, equipment, and other materials in support of UNICEF's programme activities.
- C. UNICEF is permitted under UNICEF Financial Regulation 5.2 and Financial Rules 105.5 to 105.8, to enter into arrangements with Governments, other organizations in the United Nations system, and governmental and non-governmental organizations, to undertake activities on their behalf for the purchase of supplies, equipment and services where such materials and services are required for purposes related to UNICEF activities and consistent with the aims and policies of UNICEF.
- D. Pursuant to a Basic Cooperation Agreement dated ~~24 MAY 1995~~ (the "Basic Co-

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operation Agreement") and the Country Programme Action Plans¹ under that Agreement UNICEF and the GOVERNMENT work together to develop and facilitate the implementation of programmes designed to assist the children and women of ~~THE ISLAMIC REPUBLIC OF PAKISTAN~~ and those programmes are realized within the context of the Country Programme for ~~THE ISLAMIC REPUBLIC OF PAKISTAN~~ developed by UNICEF in collaboration with the GOVERNMENT and approved by the UNICEF Executive Board.

- E. The GOVERNMENT has asked UNICEF to undertake procurement on its behalf in accordance with UNICEF's regulations and rules and UNICEF has agreed to do so on the terms and conditions set forth herein.

NOW THEREFORE, UNICEF AND THE GOVERNMENT hereby agree as follows:

DEFINITIONS

1. In this Memorandum of Understanding the following terms have the following meanings, unless otherwise stated:
 - 1.1 Procurement Services means the activities undertaken by UNICEF on behalf of ~~THE GOVERNMENT~~ pursuant to this Memorandum of Understanding for the purchase of Supplies where such Supplies are required for purposes related to UNICEF activities and consistent with the aims and policies of UNICEF.
 - 1.2 Request for Procurement Services means a request, in writing, on a standard UNICEF form, for provision of Procurement Services.
 - 1.3 Supplies means supplies, equipment and services provided by UNICEF in response to an accepted Request for Procurement Services.
 - 1.4 Services means supply-related or management services provided by UNICEF and executed through Procurement Services.
 - 1.5 Standard Supplies means Supplies for which the specification is recommended by UNICEF and that are listed in the UNICEF Supply Catalogue and Price List at the time a Request for Procurement Services is accepted by UNICEF.
 - 1.6 Non-Standard Supplies means Supplies that are not listed in the UNICEF Supply Catalogue and Price List at the time a Request for Procurement Services is accepted by UNICEF.

¹ Formerly: Master Plan of Operations.

- 1.7 Warehouse Items means goods and equipment held in inventory in Supply Division Warehouses.
- 1.8 Non-Warehouse Items means goods and equipment that are neither Warehouse Items nor vaccines.
- 1.9 UNICEF Supply Catalogue and Price List means the catalogue of standard Supplies and equipment available through UNICEF and the sales price of each.
- 1.10 Vaccine Arrival Report (VAR) form means a form developed by UNICEF which is intended to facilitate documentation of the arrival status of the vaccines, as assessed by the GOVERNMENT, and to assist UNICEF with monitoring such information on a wider basis.

PROCUREMENT SERVICES TO BE OFFERED

- 2. For the term of this Memorandum of Understanding, UNICEF will offer Procurement Services to the GOVERNMENT (a) in respect of Standard Supplies, (b) in respect of Non-Standard Supplies where the specifications for such Non-Standard Supplies provided to UNICEF are clear and complete and (c) in respect of Services where the Terms of Reference have been set out in writing by UNICEF.
- 3. The GOVERNMENT undertakes to ensure that all Supplies and Services procured in accordance with this Memorandum of Understanding are for use in connection with activities and projects that promote the well-being of children.

REQUESTS FOR PROCUREMENT SERVICES

- 4. The GOVERNMENT will request Procurement Services in accordance with this Memorandum of Understanding by delivering to UNICEF a completed Request for Procurement Services.
- 5. Each Request for Procurement Services will include the estimated total costs of the requested Supplies based on the then-current UNICEF Supply Catalogue and Price List or estimates earlier provided by UNICEF.
- 6. Upon receipt of a Request for Procurement Services, UNICEF will notify the GOVERNMENT of whether the Request for Procurement Services is accepted, is declined or is incomplete. UNICEF reserves the right to decline any Request for Procurement Services delivered pursuant to this Memorandum of Understanding.
- 7. In case of acceptance, UNICEF's notice will be accompanied by a Cost Estimate for

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delivery of the requested Supplies. The acceptance is conditional on the GOVERNMENT's consent to the Cost Estimate. The Cost Estimate will contain positions for the cost of the Supplies, delivery (freight), insurance, any other related Services, UNICEF's handling charge and a contingency buffer. The purpose of the buffer is to cover price and currency exchange rate fluctuations. An unused buffer or an unused share thereof is refundable. The buffer can be waived under exceptional circumstances. No buffer is applied for Warehouse items.

CONTRACT UPON ACCEPTANCE OF REQUEST FOR PROCUREMENT SERVICES

8. A Request for Procurement Services accepted in accordance with this Memorandum of Understanding, and the UNICEF notice of acceptance, will together constitute a contract between UNICEF and the GOVERNMENT, governed by the terms and conditions of this Memorandum of Understanding.
9. Contract amendments, including amendments as to the quantity of Supplies or scope of Services, may only be made by subsequent written agreement between UNICEF and the GOVERNMENT. The GOVERNMENT will be responsible for any costs, including any penalties imposed by the original manufacturer / supplier of the Supplies or service provider, resulting from an amendment entered into at the GOVERNMENT's request. Equally, UNICEF will credit the GOVERNMENT with any cost savings.

PAYMENT

10. Upon receipt of UNICEF's notice accepting a Request for Procurement Services, the GOVERNMENT will make advance payment of the amount as set out in the accompanying Cost Estimate.
11. The GOVERNMENT will make payment by transferring that amount to the UNICEF bank account set out in UNICEF's notice accepting the Request for Procurement Services. No Request for Procurement Services will be acted upon by UNICEF until the payment due has been made.
12. The GOVERNMENT will be liable for payment of (a) price increases resulting from the difference between prices given in the Cost Estimate and actual prices to be paid by UNICEF to the selected supplier(s) or service provider(s), including variations in freight costs, as well as currency exchange fluctuations or other incidental costs, and (b) any subsequent increase in UNICEF's handling fee. Similarly, the GOVERNMENT will be credited in the case of cost decreases. For Warehouse Items the provisions of this clause

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apply in the sense that prices are set and updated in regular intervals by UNICEF.

PROCUREMENT SUBJECT TO UNICEF'S PROCEDURES

13. Supplies and Services will be procured in accordance with UNICEF's rules, regulations, and procedures for procurement and financial regulations and rules. On a case-by-case basis, UNICEF may entrust execution of a GOVERNMENT's Procurement Services request to UN partner Agencies, which shall apply their respective procurement and financial rules and regulations. UNICEF will forward to the GOVERNMENT copies of purchase orders placed on behalf of the GOVERNMENT.

DELIVERY OF SUPPLIES

Shipment and Insurance

14. The GOVERNMENT or its nominated representative will be the consignee of the Supplies. UNICEF will not serve as consignee of the Supplies. UNICEF will arrange for shipment of the Supplies to the port of entry designated by the GOVERNMENT. UNICEF or UNICEF's designated freight forwarder will send copies of relevant shipping documents and required product quality assurance documents (bill of lading, Air Way Bill, Certificate of Analysis, etc.) to the consignee. UNICEF shall inform the GOVERNMENT of any potential or actual delivery delay as soon as UNICEF obtains information on such delay.
15. All Supplies will be delivered on Carriage and Insurance Paid (CIP) (INCOTERMS 2010) to the port of entry designated in the Cost Estimate, unless otherwise agreed to in writing. If UNICEF agrees to self insurance by the GOVERNMENT, UNICEF will require that the GOVERNMENT produces proof satisfactory to UNICEF that the shipment will be adequately covered by insurance.

Vaccines

16. UNICEF will arrange for air shipment of vaccines. UNICEF will provide the following documents/information to the consignee by email or fax at least five (5) working days before arrival of the vaccines: (i) Flight details, (ii) Air Way Bill, (iii) supplier's invoice, (iv) packing list, (v) Release Certificate(s) issued by the relevant National Regulatory Authority for the vaccine lot supplied. For the documents listed hereafter, one set will be attached to the consignment and one set will be placed inside shipping carton no. 1: the aforementioned documents (ii) – (v) and a Vaccine Arrival Report (VAR) form, unless

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specified otherwise in the packing list due to particular packing needs.

UNICEF requests that the VAR form be completed, signed and returned to the respective UNICEF Country Office within seventy two (72) hours of delivery of the vaccines. A completed VAR form may, however, neither be interpreted a) as an indication, express or implied, on the part of UNICEF of agreement to or acceptance of any form of liability, claims or other form of obligation related to the data entered in the form, nor b) as prima facie evidence related to the technical conformity or quality of shipped vaccines.

Inspection of Supplies Prior to Shipment

17. UNICEF may, on request, make provision for inspection of Supplies prior to shipment. The cost, if any, of such inspection will be set out in the Cost Estimate or an amendment thereto.

Customs Clearance

18. The GOVERNMENT will be fully responsible for reception at the port of entry, customs clearance and distribution of all Supplies, unless otherwise provided for in this Memorandum of Understanding or in the Cost Estimate. Irrespective of agreed, exceptional arrangements for UNICEF to provide services related to customs clearance, the GOVERNMENT remains liable for paying any taxes, toll or other duties.
19. UNICEF will not accept the return of Supplies procured for the GOVERNMENT; provided however that in exceptional circumstances and with the prior written agreement of UNICEF, Warehouse Items may be returned to UNICEF, Supply Division, Copenhagen, at the GOVERNMENT's expense.

DELIVERY OF SERVICES

20. Services will be deemed delivered when effected. If UNICEF provides Services and these Services require that the GOVERNMENT obtains or assists with obtaining permits, licenses and other official approvals or that the GOVERNMENT furnishes powers of attorney or other authorizations to UNICEF, the GOVERNMENT shall cooperate in a timely and expeditious manner.

FINAL ACCOUNT

21. After shipment of all Supplies and/or delivery of Services, and recording of all expenses incurred, UNICEF will prepare a statement of account to be forwarded to the

GOVERNMENT, covering the total cost of the Procurement Services, and shall include any variation in cost, including penalties, if any, and credits due to decreases in price or quantities of Supplies / scope of Services.

22. The statement of account will be expressed in United States dollars. The United Nations operational rate of exchange shall apply to all currency conversions under this Memorandum of Understanding and all contracts entered into pursuant to this Memorandum of Understanding.
23. In the event that the statement of account indicates a balance in favor of the GOVERNMENT, the GOVERNMENT will be requested to instruct UNICEF whether that amount is to be retained for further transactions or is to be refunded. In the event that the statement of account indicates a deficit in the funds deposited with UNICEF and the buffer was not sufficient to cover this deficit, the GOVERNMENT will, within thirty (30) days from notification by UNICEF, make the additional payments to the same bank account and in the same currency as the original deposit was made in order to settle the account.
24. If UNICEF does not receive a response within two (2) years after its request for instructions from the GOVERNMENT on disposition of a positive balance, and after sending out a written reminder, the balance will be considered a donation to UNICEF.

WARRANTY; LIABILITY

25. UNICEF is liable for executing Procurement Services requests with reasonable diligence. Beyond this commitment, UNICEF does not assume liability, express or implied, written or oral, with regard to delivery delay, loss or damage, value, freedom from fault or infringement of Supplies, product quality, efficiency, characteristics, suitability or usefulness, and third party Services. For delivery of Services with own resources, UNICEF does not assume liability except where arising from gross negligence, misconduct or intent. UNICEF's total liability, in any event, shall not exceed the order value of the procurement services with respect to which a claim is made. In no event shall UNICEF be liable for incidental, indirect, consequential or immaterial losses or damages, or for lost revenues or profits. In case of dispute on the technical conformity or quality of WHO pre-qualified vaccines and WHO-approved pharmaceuticals, the GOVERNMENT accepts final assessment by WHO.
26. To the extent legally possible, UNICEF will pass on to the GOVERNMENT any warranty

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offered, minimum shelf life assurance (for pharmaceuticals and vaccines), and liability entered by the supplier or service provider.

27. All claims related to any defect in quality or other non-conformity of Supplies or for any loss or damage shall be handled directly by the GOVERNMENT with the original manufacturer, supplier, or insurance underwriter. UNICEF will provide to the GOVERNMENT any assistance that the GOVERNMENT may reasonably request in handling such claims.
28. UNICEF accepts no liability for any third party claims arising out of or in connection with its performance under any contract for Procurement Services entered into in accordance with this Memorandum of Understanding. The GOVERNMENT will indemnify, deal with, defend and hold UNICEF harmless in connection with any third party claim or other cause of action arising out of or related to any such contract.
29. The majority of UNICEF contracts with suppliers and manufacturers contains a clause on liquidated damages, allowing collection of lump-sum damages from the supplier / manufacturer for a delay in delivery. Wherever possible to execute and claim liquidated damages, the received amount will be paid out to the GOVERNMENT. Where there is no liquidated damages provision in long-term arrangements with suppliers / manufacturers, UNICEF will undertake best efforts to include such a provision in relevant Purchase Orders to be placed on behalf of the GOVERNMENT. Where long-term arrangements with suppliers are not available and commodities must be procured through public bid, UNICEF will include a liquidated damages clause in bidding documents, unless this is not advisable for the commodity concerned, in which case UNICEF shall coordinate with the GOVERNMENT accordingly before placing the bid.

SETTLEMENT OF DISPUTES

30. The PARTIES shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of or relating to this Memorandum of Understanding. Where the PARTIES wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the PARTIES. Any such dispute, controversy, or claim which is not settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration rules then in force. The PARTIES shall be bound by an arbitration award rendered as a result

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of such arbitration as the final adjudication of such dispute. The costs of the procedure shall be shared equally by the PARTIES. The arbitral tribunal shall have no authority to award punitive damages. The Tribunal shall have no authority to award interest in excess of four percent (4%) and such interest shall be simple interest only. As used herein, the term, "UNCITRAL" means the United Nations Commission on International Trade Law."

NO WAIVER OF PRIVILEGES AND IMMUNITIES

31. Nothing contained in or relating to this Memorandum of Understanding, including but not limited to any contract entered into in accordance with the terms of this Memorandum of Understanding, shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and its subsidiary organs, including UNICEF, whether under the Convention on the Privileges and Immunities of the United Nations, or otherwise, and no provision of this Memorandum of Understanding or any contract entered into in accordance with the terms of this Memorandum of Understanding shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

TERM AND TERMINATION

32. This Memorandum of Understanding will enter into force on the day of the last signature affixed by the PARTIES and shall remain in force until terminated by either Party.
33. Either Party may terminate this Memorandum of Understanding without cause upon ninety (90) days' written notice to the other and may terminate this Memorandum of Understanding for cause upon fourteen (14) days' written notice to the other.
34. Upon termination of this Memorandum of Understanding, the PARTIES will take all reasonable and necessary measures to conclude any Procurement Services already commenced in accordance with this Memorandum of Understanding.
35. The provisions of this Memorandum of Understanding will survive any termination, to the extent necessary to permit an orderly settlement of accounts between the PARTIES.

GENERAL PROVISIONS

36. Any notice, request or consent required or permitted to be given or made pursuant to this Memorandum of Understanding will be in writing, and addressed and sent by registered mail or confirmed facsimile transmission as follows:

If to UNICEF:

UNICEF, Pakistan Country Office

Street No. 5, Diplomatic Enclave

Sector G-5, P.O. Box 1063

Islamabad, Pakistan

Att: The Representative

With a copy to:

UNICEF, the United Nations Children's Fund
PROCUREMENT SERVICES
UNICEF Supply Division
UNICEF Plads, Freeport
2100 Copenhagen Ø
DENMARK
Attn: Director

Tel: +45 35 27 35 27
Fax: +45 35 26 94 21

If to the GOVERNMENT:

Ministry of National Health Services, Regulations and Coordination

Government of Pakistan

Att: Director (Technical)

Email: Dr. Sabeen Afzal; drsabeenafzal@gmail.com

37. Notices will be deemed to be effective as follows: in the case of registered mail, seven (07) days after posting; in the case of facsimiles, twenty four (24) hours following confirmed transmission.
38. The GOVERNMENT confirms that no official of UNICEF has received or will be offered by the GOVERNMENT any direct or indirect benefit arising from this Memorandum of Understanding. UNICEF confirms the same to the GOVERNMENT. The Parties agree

that any breach of this provision is a breach of an essential term of this Memorandum of Understanding.

- 39. Nothing contained in this Memorandum of Understanding shall be construed as establishing a relation of employer and employee or of principal and agent between the PARTIES.
- 40. The GOVERNMENT shall not assign or make other disposition of this Memorandum of Understanding or any part thereof, or any of the GOVERNMENT's rights, claims or obligations under this Memorandum of Understanding, except with prior written consent of UNICEF.
- 41. A party prevented by *force majeure* from fulfilling its obligations shall not be deemed in breach of such obligations. The said party shall use all reasonable efforts to mitigate consequences of *force majeure*. At the same time, the Parties shall consult with each other on modalities of further execution of the Memorandum of Understanding. *Force majeure* as used in this Memorandum of Understanding is defined as acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 42. The Parties shall keep confidential any documents, data or other information furnished to each other. The Parties may, however, disclose such information to their subcontractors or partners, as may reasonably be required to execute the Procurement Services, and provided that the subcontractors or partners shall be bound by similar confidentiality requirements. UNICEF may also report on executed transactions in the scope of its periodic reports and publications.
- 43. The Parties shall coordinate public relations measures, if any, in regard to their cooperation.
- 44. The following previous agreements on provision of Procurement Services by UNICEF are hereby terminated: ~~none~~
- 45. This Memorandum of Understanding may be altered, modified or amended only by written instrument duly executed by all PARTIES.

IN WITNESS THEREOF, the PARTIES hereto have executed this Memorandum of Understanding.

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THE GOVERNMENT OF PAKISTAN

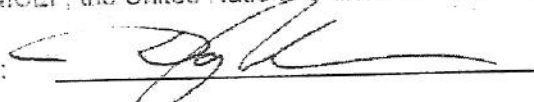
IMTIAZ INAYAT ELAHI
Secretary
Ministry of National Health Services
Regulations & Coordination
Government of Pakistan
Islamabad

By: 

IMTIAZ INAYAT ELAHI
SECRETARY, MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS AND COORDINATION
DECEMBER 2013

Authorized Representative

UNICEF, the United Nations Children's Fund

By:  17/12-13

DAN ROHRMANN
REPRESENTATIVE UNICEF PAKISTAN
DECEMBER 2013

Authorized Representative

