

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 Pneumococcal vaccine (PCV-13), Typhoid Conjugate Vaccines (TCV), Measles/ Rubella (MR), Rotavirus vaccines and Immunization Devices Pakistan's GAVI Co-Financing 22-23 obligation.
04.	TENDER NUMBER	No. 1 (2)/2022-23/Co-Financing/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. 8,018,849,201 (Rupees Eight Billion Eighteen Million Eight Hundred Forty Nine Thousand Two Hundred One Only)
07.	ENGINEER'S ESTIMATE (for civil Works only)	Not Applicable
08.	ESTIMATED COMPLETION PERIOD	Not Applicable

5 epi 22923 . 6

09.	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes / No	YES
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 ENVELOPES 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"/>

The amount of Rs. 8,018,849,201 (Rupees Eight Billion Eighteen Million Eight Hundred Forty Nine Thousand Two Hundred One Only) transferred to UNICEF reflects Pakistan's GAVI Co-Financing obligation for 2022-2023 in the purchase of Pneumococcal (PCV-13), TCV, Measles and Rubella (MR), Rotavirus vaccines and AD Syringes and Safety Boxes which is to be co-financed by GAVI. 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?)	The <u>pneumococcal vaccination</u> provides protection against Pneumonia. Rotavirus vaccines protect against the deadliest form of diarrhoea in young children
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 10027117 dated 05-09-2022 Pneumococcal (PCV-13), TCV, MR, Rotavirus vaccines. CE 10027119 dated 31-08-2022 for immunization devices, Memorandum of Understanding (MoU). Copies Attached.
08.	CONTRACT AWARD PRICE	Rs. 8,018,849,201 (Rupees Eight Billion Eighteen Million Eight Hundred Forty Nine Thousand Two Hundred One 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.

05 September 2022

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

UNICEF Partner Code: G33027

UNICEF Reference: Cost Estimate 10027117 Gavi Co-Financing 2022 (Please quote on all correspondence)

Dear Honorable Secretary for Health,

We are pleased to share with you our Cost Estimate covering Pakistan's Gavi Co-Financing 2022-2023 obligation for Pneumococcal Conjugate (PCV-13), Rotavirus tube of 1 dose, Typhoid Conjugate, vial of 5 doses (TCV-5) and Measles Rubella, vial of 10 doses (MR-10) vaccines totalling USD 40,164,496.52 valid until 15 October 2022, as per your request received through UNICEF Pakistan Country Office on 10 August 2022 and subsequent communications.

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 taken note of your request to deliver the vaccines as soon as possible. While we will do our utmost to deliver the vaccines as requested, contingent of timely acceptance of the Cost Estimate and provided the funds are made available immediately, please note that the standard lead-time for products is given below:

Item 10 PCV-13 vaccine is offered in two partial shipments in November and December 2022, the first shipment will be ready for dispatch within approximately 8-12 weeks from placement of the purchase order with the supplier and then a further 2-3 weeks should be allowed for preparing and expediting the shipment.

Item 20 Rotavirus vaccine will be ready for dispatch within approximately 4 weeks from placement of the purchase order with the supplier and then a further 3 weeks should be allowed for preparing and expediting the shipment.

Item 30 TCV-5 vaccine will be ready for dispatch within approximately 16 weeks from placement of the purchase order with the supplier and then a further 2-3 weeks should be allowed for preparing and expediting the shipment.

Item 40 MR-10 vaccine will be ready for dispatch within approximately 12 weeks from placement of the purchase order with the supplier and then a further 4 weeks should be allowed for preparing and expediting the shipment.

Due to the continuous disruption on supply and international freight after COVID19 the provided information is an indication only. Hence the offered cost, lead-time and freight are estimates and imperative to be considered as an indicative.

Upon receipt of advance payment UNICEF will, only then, be able to confirm delivery lead times, cost and possible transport solutions with our suppliers and freight forwarders.

2. Vaccine

Kindly note the following:

For item 30 TCV vaccine, we have offered 386,964 vials instead of 386,660 vials to align with the suppliers packaging.

- The vaccines come with VVM (Vaccine Vial Monitor).
- The requirement for Green Light is noted and the vaccines will not be released for shipment before the Green Light is in place.
- The vaccines will be delivered with the following documents:
 - AWB
 - Invoice and Packing list
 - National release certificate
 - Certificate of Analysis
 - Summary Protocol
 - Free Sales Certificate
 - Registration Certificate
 - Certificate of Origin

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 confirm the order by transferring funds within the validity period, as follows:

By bank wire transfer:

UNICEF Payment Reference: CE 10027117 Gavi Co-Financing 2022

Nordea Danmark, filial af Nordea Bank Abp, Finland
Vesterbrogade 8
Postboks 850
DK-0900 Copenhagen C(054)
Denmark
SWIFT: NDEADKDK

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 number in the Bank Transfer may result in a delay to the procurement.

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.

Given that item 20 Rotavirus vaccine shall be procured in EURO the total value of the Cost Estimate shall differ according to subsequent exchange rate fluctuations from issuance of the Cost Estimate to payment of the invoices. The funds from the buffer shall be used to cover any increase in USD value caused by exchange fluctuations.

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	S359803	PCV, 13-val., 4 dose vial Handling fee 3.50% = 585,898.60	1,443,100	each	11.600	16,739,960.00
			Item offered With VVM				
20	NW	S359500	Rotavirus vac.,mono,tube of 1 dose Handling fee 3.50% = 303,960.30	4,096,500	each	2.120	8,684,580.00
			Item offered With VVM				
30	NW	S359700	TCV, 5-dose vial w/VVM Handling fee 3.50% = 101,577.00	386,960	each	7.500	2,902,200.00
			Item offered With VVM We have offered 386,964 vials instead of 386,660 vials to align with the suppliers packaging.				
40	NW	S359348	MR vaccine,vial of 10 doses Handling fee 4.50% = 340,522.38	866,800	each	8.730	7,567,164.00
			Item offered With VVM				
Cost of supplies							35,893,904.00
Freight, Insurance & Inspection Handling fee							785,000.00 1,331,958.28
Total estimated costs							38,010,862.28
Contingency buffer							2,153,634.24
Total amount to be deposited							40,164,496.52

Estimated weight/volume : 98,580.400 KG / 9,398.900 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

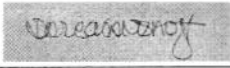
* *WH* = warehouse item; *NW* = non-warehouse item.

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 Chengetanai Mangoro, cmangoro@unicef.org or psid@unicef.org.

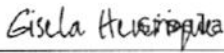
Signature:  _____

Andrew O. Jones
Principal Adviser
Vaccine Centre

Signature:  _____

Dorcas Noertoft
Chief
Procurement Services

Rwvd by AMS

Signature:  Henrique

Etleva Kadilli
Director
Supply Division

CC: Abdullah Fadil, Representative, UNICEF Pakistan
Chengetanai Mangoro, Procurement Services Manager, UNICEF Pakistan
Imtiaz Ali, Procurement Services Associate, UNICEF Pakistan

31 August 2022

Honorable Secretary
Expanded Programme for Immunization, EPI
Ministry of National Health
Services,
Regulations and Coordination
Local Government Complex, G - 5/2
Islamabad
PAKISTAN

UNICEF Partner Code: G33027

UNICEF Reference: Cost Estimate 10027119 (Please quote on all correspondence)

Dear Honorable Secretary,

We are pleased to share with you our Cost Estimate for Immunization Devices totalling USD **1,067,784.22** valid until **15 December 2022**, as per your request received through UNICEF Pakistan Country Office on 16 August 2022.

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, with shipment by Sea and Truck.

Items 10 and 20 will be ready for dispatch in November, as requested by the Partner. Both items will be supplied out of the domestic supplier; please allow for 1 week delivery by truck.

Items 30 will be ready for dispatch in October to meet the requested November arrival date; please allow 5-6 weeks additional time for shipment by sea freight.

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

Due to the continuous disruption on supply and international freight after COVID19 the provided information is an indication only. Hence the offered cost, lead-time and freight are estimates and imperative to be considered as an indicative. Upon receipt of advance payment UNICEF will, only then, be able to confirm delivery lead times, cost and possible transport solutions with our suppliers and freight forwarders.

2. Commodities/Services

Kindly note the following:

The items will be delivered with the following documents:

Batch release certificate
Certificate of Analysis
Airway bill
Commercial invoice
Packing list

for every child

Summary protocol
Free sales certificate
Registration certificate
Certificate of origin
Certificate of sterility for devices

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 10027119
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.

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	S0782154	Syringe,A-D,0.5ml,Destroy/BOX-100 Handling fee 8.50% = 65,552.85	154,242	Box	5.000	771,210.00
20	NW	S0782331	Syringe,RUP,5ml,w/fixedNdl,Amson/BOX-100 Handling fee 8.50% = 4,862.85	9,535	Box	6.000	57,210.00
25	NW	S0782208	Safety box f.used syrgs/ndls 5lt/BOX-25 Handling fee 8.50% = 6,328.11	7,207	Box	10.330	74,448.31
Cost of supplies							902,868.31
Freight, Insurance & Inspection							34,000.00
Handling fee							76,743.81
Total estimated costs							1,013,612.12
Contingency buffer							54,172.10
Total amount to be deposited							1,067,784.22

Estimated weight/volume : 154,191.537 KG / 901,493.144 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 Islamabad

** 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 Daniel Babenco at dbabenco@unicef.org or psid@unicef.org.

Signature: Thomas Sorensen

Thomas Sorensen
Chief
Immunization Technology Center

31-08-2022

Signature: 

Dorcas Noertoft
Chief
Procurement Services Center

p.p. Annika Salovaara

31-08-2022

Saima Saleem, PS Associate, UNICEF Pakistan
Chengetanai Mangoro, PS Manager, UNICEF Pakistan
Emma Creighton, Senior Supply & Logistics Manager, UNICEF Pakistan


Government of Pakistan
FINANCE DIVISION
Expenditure Wing (Health)

Subject:- Procurement of EPI Vaccines for Fiscal Year 2021-22.

62. Reference preceding Paras (EPI's file No.1-(2)2022-23/Co-Financing/FDI on the above subject.

63. Finance Division has no objection to allow Advance payment of FDI Rs.8,018,849,201/- on account of procurement of vaccine from UNICEF for fiscal year 2022-²³, subject to fulfillment of all codal formalities.

64. This issues is with the approval of Secretary Finance vide Dairy No.110/F dated 12-01-2023.


(ADEEL ASHRAF)
DS-Exp.(Edu/Health)
Ph: 9211580

DG(Immunization), Federal Directorate of Immunization/o NHR&C Islamabad.
DS-Exp(NHR&C)'s U.O. No.22(170)/2020/428, dated 16-01-2023.

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

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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

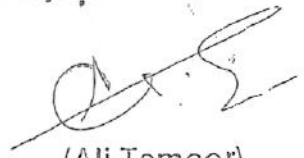
AF
 DG
 21/12
 21/12
 D.S.(C)
 V.N.P.

No. 8248
 Date: 21/12/16

By No. 11/11/2016
 Dated: 21/12/16

By No. 8071/2016
 Dated: 21-12-2016

I am directed to refer to the subject exemption recommended by the PPR 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 16-12-2011 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. MHA (OP)

DD (Procurement)

21/12/16

115 22/12/16
 22/12/16

MOST IMMEDIATE
BY SPECIAL MESSENGER

GOVERNMENT OF PAKISTAN
CABINET SECRETARIAT
CABINET DIVISION

23
15

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)

Office of M.D. (PPRA)
Public Procurement Regulatory Authority
By: M. S. 16.02.2016 M.D. (PPRA) 200
Grated: 19/12/16

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

For information pl.
UM 19/12

Immediate please.
19/12/16

DD(A)
19/12

Sd/-
19-12-16

19/12
Div (A/E)

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.

Encls: as above

(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. 1697
Dated: 12.12.2016

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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

☆☆☆

(Handwritten signature)
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

Std G0020

(5)

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 DETERMINATION~~ (hereinafter the "GOVERNMENT"), having its offices at ~~ICARD 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.

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- 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 Reporting 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

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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 Atza, 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

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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 shall not disclose such information to their subcontractors or partners, as may reasonably be required to execute the Procurement Services, 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*

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

Authorized Representative

UNICEF, the United Nations Children's Fund

By: *[Signature]* 27/12-13

DAN ROHRMANN
REPRESENTATIVE UNICEF PAKISTAN
DECEMBER 2013

Authorized Representative

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