



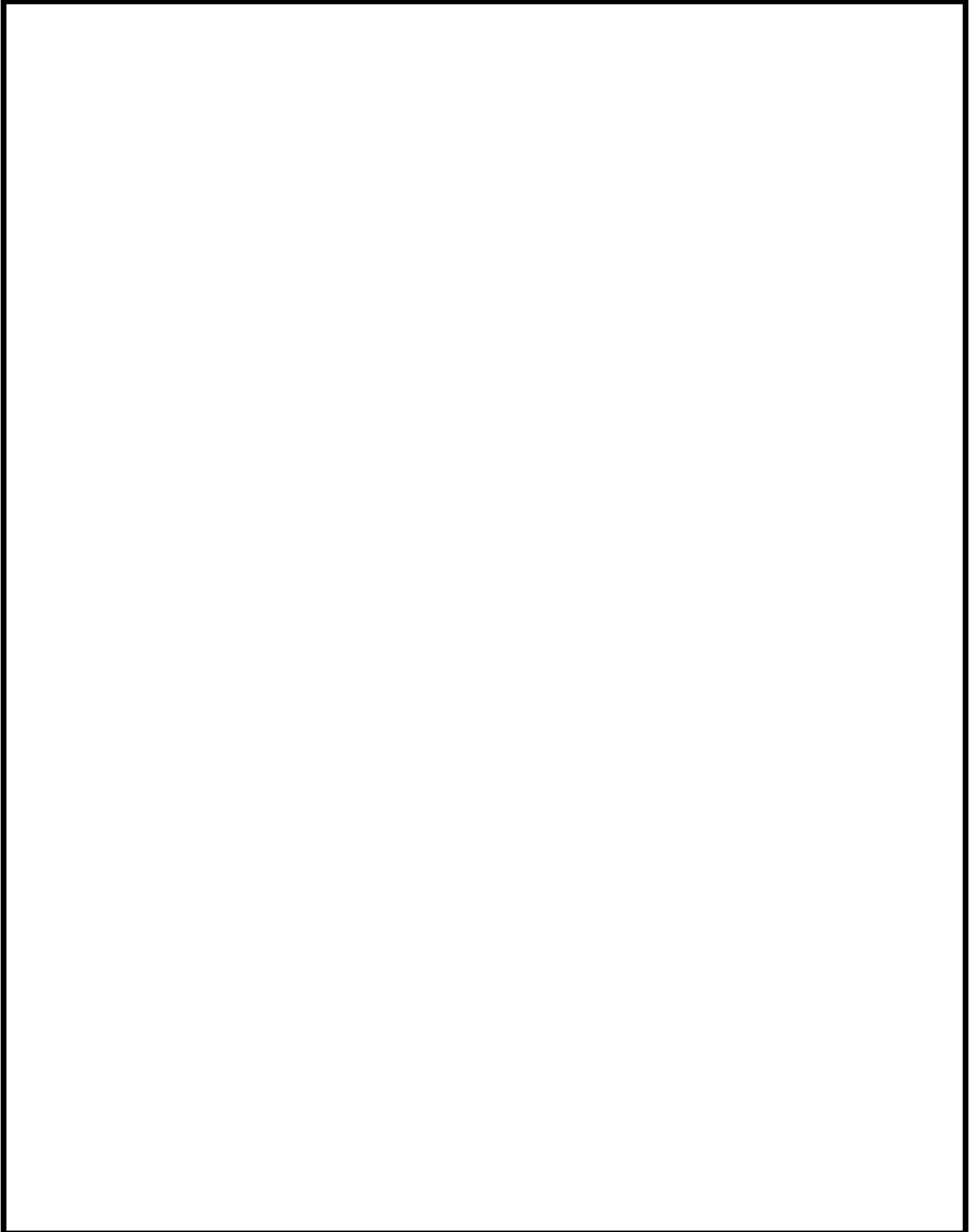
**Supply-Chain Management Unit  
Health Department, Government of Khyber Pakhtunkhwa**

**STANDARD FORM OF BIDDING DOCUMENTS**

**FOR**

**“Outsourcing Of Supply-Chain of Medicines and Supplies (Transportation services)”**

<b>Bid Reference Number:</b>	SMU001-2021-22
<b>Pre-Bid Meeting date and time:</b>	21 <sup>st</sup> April 2022 at 11:00 am
<b>Bid submission date and time:</b>	12 <sup>th</sup> May 2022 at 11:00 \\\\
<b>Bid Opening date and time:</b>	12 <sup>th</sup> May 2022 at 11:30 am



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**Section 1: Letter of invitation**

Dear Sir/Madam:

1. The *Khyber Pakhtunkhwa Supply-Chain Management Unit (SMU) Health Department* (hereinafter called "Procuring Entity") invites proposals to provide the following services: "*Outsourcing of supply chain of medicines and supplies (Transportation services)*"
  2. The details regarding the scope of work are provided in the Terms of Reference (TORs).
  3. This is an open Request for Proposal (RFP) where no prior shortlisting is adopted as per rule 27 (2) of KPPRA Rule 2014.
  4. A firm will be selected under Quality & Cost Based Selection (QCBS) System and procedures described in the attached RFP, in accordance with rule 23 (b) of the KPPRA Rules 2014.
1. The RFP includes the following documents:
    - Section 2 - Instructions to Service Providers (including Data Sheet)
    - Section 3 - Terms of Reference
    - Section 4 - Evaluation Criteria
    - Section 5 - Conditions of Contract
  2. The Proposals must be delivered by hand or through courier to the office of the SMU on or before 12/05/2022) at 11:00 am which will be opened on the same day at 11:30 am in presence of bidders or their representatives.
  3. You are further requested to submit the Bid Security / Earnest Money (Mandatory) of Rupees 2 Lakh only (Rs. 200,000/-) in the shape of Call Deposit Receipt (CDR)/ SDR/DD/Bank Guarantee in the favour of the In-charge, Supply-Chain Management Unit (SMU)Health Department in accordance with Bid data sheet.

Please confirm the receipt of letter of invitation in writing to this office

Yours sincerely

*In-charge*

*Supply-Chain Management Unit Health Department*  
HSRU office, HRD Building Khyber Road  
Peshawar.

**Mandatory Document Checklist:**

1. NTN Number + Registration Certificate of business entity
2. Registration proof/certificate with Khyber Pakhtunkhwa Revenue Authority (Companies in process of application process would be awarded contract once process has been completed)
3. Affidavit that business entity is not blacklisted
4. Bid Security
5. Filled in and complete RFP Forms
  - a. Forms Tech 1 to 5 in the evaluation section (to be sealed separately part of technical proposal)
    - i. Form Tech 1: Technical Proposal Submission Form
    - ii. Form Tech 2: Business entity organogram and Experience
    - iii. Form Tech 3: Comments and suggestions on RFP and proposed model by the Department
    - iv. Form Tech 4: Description of Approach and methodology including complete workplan
  - b. Filled out technical evaluation table (to be sealed separately part of technical proposal)
  - c. Form Fin 1 and 2 in the evaluation section (to be sealed separately part of financial proposal)
    - i. Form Fin 1: Financial Proposal Submission Form
    - ii. Form Fin 2: Criteria for net worth and turnover
  - d. Financial Evaluation Table filled out (to be sealed separately part of financial proposal)

## Section 2: Instructions to Service Providers / Service Providers

### Definitions

- (a) "Procuring Entity (PE)" means the department with which the selected Service Provider signs the contract for services.
- (b) "Service Provider" means a professional institute (as the case may be) who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) "Data Sheet" means such Part of the Instructions to Service Providers that is used to reflect pacific assignment conditions.
- (e) "Day" means calendar day including holiday.
- (f) "Government" means the Government of Khyber Pakhtunkhwa.
- (g) "Instructions to Service Providers" (Section 2 of the RFP) means the document, which provides shortlisted Service Providers with all information needed to prepare their Proposals.
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Service Provider.
- (i) "Proposal" means the Technical Proposal and the Financial Proposal.
- (j) "RFP" means the Request for Proposal prepared by the procuring Entity for the selection of Service Providers.
- (k) "Sub-Service Provider" means any Person or entity to whom the Service Provider subcontracts any Part of the Services.
- (l) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of the procuring Entity and the Service Provider, and exacted results and deliverables of the assignment.

## Data Sheet

Paragraph Reference	Criteria	Response
1.1	Name of the Assignment is:	"Outsourcing Of Supply-Chain of Medicines and Supplies (transportation services)"
	The Name of the PE's official (s):	Supply-Chain Management Unit Health department.
	Address:	HSRU office, HRD Building Khyber Road Peshawar.
	Telephone:	
	Email:	
1.2	The method of selection is:	Quality & Cost based selection (QCBS) on a 70% technical and 30% for financial
	The Edition of the Guidelines is:	<ul style="list-style-type: none"> <li>• Supply-Chain Management Unit Health Department</li> <li>• KPPRA Act 2012 &amp; Rules 2014</li> <li>• The Drugs Act 1976 &amp; DRAP Act 2012</li> <li>• All other applicable Act and Rules</li> </ul>
1.3	Financial Proposal to be submitted together with Technical Proposal: Yes	<p>As mentioned in ITC 16.3 i.e. The Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "<i>Do Not Open with the Technical Proposal</i>" and both these envelopes shall be placed in a single envelope marked as Technical &amp; Financial proposal.</p> <p><b>Note:</b> If the Financial Proposal is not submitted in, a separate sealed envelope duly marked as indicated above, this would constitute grounds for declaring the Proposal non-responsive.</p> <p>The Bid Security in the shape of Pay order (PO) will not be accepted</p>

1.4	The Proposal submission address:	HSRU office, HRD Building Khyber Road, Peshawar
	Proposals must be submitted no later than the following date and time:	12 <sup>th</sup> May 2022 at 11:00 am
1.5	Expected date for commencement of consulting services on:	(Within 15 days of signing of contract)
1.6	Proposal's validity	Proposals must remain valid for 120 days after the submission date.
1.7	Clarifications may be requested:	Not later than five days before the submission date.
	Pre-Bid Meeting will be held on	28 <sup>th</sup> April 2022 at 11:00 am at HSRU office, HRD Building, Khyber Road, Peshawar
	The address for requesting clarifications is:	HSRU office, HRD Building
1.8	Proposals shall be submitted in the following language:	English
1.9	Shortlisted Service Providers may associate with other shortlisted Service Providers	No
2.0	The estimated number of professional staff-months required for the assignment is:	NA
2.1	The format of the proposal to be submitted is:	Full Technical Proposal along with Financial Proposal in two separately sealed envelopes
2.2	Training is a specific component of this assignment:	No
2.3	Amounts Payable by the PE to the Service Provider under the contract to be subject to local taxation, stamp duty and service charges, if applicable:	Yes
2.2	Service Providers to state local cost in the national currency (in case of ICB only):	Yes
2.3	Service Provider must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal	Yes
2.4	Technical evaluation criteria	Section 4 of this RFP
2.5	The single currency for price conversions is:	PKR
2.6	Successful Service Provider is required to submit 10% performance security in form of CDR, demand draft or bank guarantee amounting contract validity period.	Yes



2.7	Service Providers undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million	Yes
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## Specific instructions:

<b>1. Introduction</b>	1.1	The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Service Provider) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
	1.2	The eligible Service Providers (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Service Provider.
	1.3	Service Providers should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Service Providers are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however, optional. Service Providers may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.
	1.4	Service Providers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Service Providers.
	1.5	Procuring Entity may provide facilities and inputs as specified in Data Sheet
<b>2. Conflict of interest</b>	2.1	Service Providers are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Service Providers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract.

		<p>Without limitation on the generality of the foregoing, Service Providers, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <p>(i) A Service Provider that has been engaged by the procuring entity to provide goods, works or services other than Consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.</p> <p>(ii) A Service Provider (including its Personnel and Sub Service Providers) or any of its affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Service Provider to be executed for the same or for another Procuring Entity.</p> <p>(iii) A Service Provider (including its Personnel and Sub Service Providers) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the assignment, the selection process for such assignment, or (ii) supervisions of the Contract</p>
<p><b>3. Conflicting Relationships</b></p>	<p>3.1</p>	<p>Government officials and civil servants may be hired as Service Providers only if:</p> <p>(i) They are on leave of absence without Pay;</p> <p>(ii) They are not being hired by the Entity they were working for six months prior to going on leave; And</p> <p>(iii) Their employment would not give rise to any conflict of interest</p>

<b>4. Fraud &amp; Corruption</b>	4.1	It is Government's policy that Service Providers under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines: "Corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly mislead or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation"
<b>5. Integrity Pact</b>	5.1	Rule 44 of KPPR 2014, "The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.
	5.2	Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".
	5.3	Pursuant to section 16(2)(3) of KPPRA Act 2012 Service Provider undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.
<b>6. Eligible Service Providers</b>	6.1	If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of KPPR 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same Partner(s) and Joint Venture structure - that had been pre-qualified are eligible
	6.2	Short listed Service Providers emerging from request of expression of interest are eligible
<b>7. Eligibility of sub-Service Providers</b>	7.1	A shortlisted Service Provider would not be allowed to associate with Service Providers who have failed to qualify the short-listing process. Shortlisted Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Service Provider, including individual experts, to more than one proposal is not allowed.

<p><b>8. Proposal validity</b></p>	<p>8.1</p>	<p>The Data Sheet indicates proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Service Providers shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Service Providers to extend the validity period of their proposals. Service Providers who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Service Providers may submit new staff in replacement, who would be considered in the final evaluation for contract award. Service Providers who do not agree have the right to refuse to extend the validity of their Proposals.</p>
<p><b>9. Clarifications and Amendments in RFP</b></p>	<p>9.1</p>	<p>Service Providers may request for a clarification of contents of the bidding document in writing and procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. The procuring Entity shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP because of a clarification, it shall do so</p>
	<p>9.2</p>	<p>The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Service Providers and will be binding on them. Service Providers shall acknowledge receipt of all amendments. To give Service Providers reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p>
<p><b>10. Preparation of Proposals</b></p>	<p>10.1</p>	<p>In preparing their Proposal, Service Providers are exacted to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.</p>

	10.2	The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the Service Provider.
<b>11. Language</b>	11.1	The Proposal as well as all related correspondence exchanged by the Service Providers and the Procuring Entity shall be written in English
	11.2	However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan
<b>12. Technical Proposal Format and Content</b>	12.1	<p>While preparing the Technical Proposal, Service Providers must give particular attention to the following:</p> <p>(i) If a Service Provider considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Service Provider(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international Service Providers are encouraged to seek the Participation of local Service Providers by entering into a joint venture with, or subcontracting Part of the assignment to, national Service Providers.</p> <p>(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p> <p>(iii) It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.</p> <p>(iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.</p> <p>(v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.</p>

	12.2	<p>The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3)</p> <p>(i) A brief description of the Service Provider organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.</p> <p>(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3C). :</p> <p>(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).</p> <p>(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the Service Provider and degree of responsibility held in various assignments during the last_(PE may give number of years as Per their requirement) years.</p> <p>(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).</p> <p>(vi) A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3D).</p> <p>(vii) Any additional information requested in the Data Sheet</p>
	12.3	The Technical Proposal shall not include any financial information.
<b>13. Financial Proposals</b>	13.1	<p>The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Service Providers' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, Service Provider may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items</p>

<b>14. Taxes</b>	14.1	The Service Provider will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority
<b>15. Submission, Receipt, &amp; opening of Proposals</b>	15.1	Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Service Providers (Individual Service Provider). The authorization shall be in the form of a written power of attorney accompanying the Proposal.
	15.2	All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
	15.3	The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "Do Not Open With The Technical Proposal " If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive
	15.4	The Proposals must be sent to the address indicated in the Data Sheet and received by the PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE's internal dispatch workings, Service Providers should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

<p><b>16. Proposal evaluation</b></p>	<p>16.1</p>	<p>From the time the Proposals are opened to the time the Contract is awarded, the Service Providers should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Service Providers to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Service Providers' Proposal</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
<p><b>17. Evaluation of technical proposals</b></p>	<p>17.1</p>	<p>The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet</p> <p>In the case of Quality-Based Selection, Selection Based on Service Provider's Qualifications, and Single-Source Selection, the highest ranked Service Provider or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted</p>
<p><b>18. Opening and submission of financial bid</b></p>	<p>18.1</p>	<p>(LCS, QCBS, and Fixed Budget Selection Methods Only)</p>
<p><b>19. Evaluation of financial proposals</b></p>	<p>18.2</p>	<p>After the technical evaluation is completed, the PE shall notify in writing Service Providers that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Service Providers' attendance at the opening of Financial Proposals is optional. Financial proposals of those Service Providers who failed to secure minimum qualifying marks shall be returned unopened.</p>
<p><b>19. Evaluation of financial proposals</b></p>	<p>19.1</p>	<p>Financial Proposals shall be opened publicly in the presence of the Service Providers' representatives who choose to attend. The name of the Service Providers and the technical scores of the Service Providers shall be read aloud. The Financial Proposal of the Service Providers who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Service Providers</p>



	19.2	The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
	19.3	In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.
	19.4	In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
	19.5	In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal.
<b>20. Negotiations</b>	20.1	Negotiations will be held at the date and address indicated in the Data Sheet. The invited Service Provider will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PE proceeding to negotiate with the next-ranked Service Provider. Representatives conducting negotiations on behalf of the Service Provider must have written authority to negotiate and conclude a Contract

<p><b>21. Technical Negotiations</b></p>	<p>21.1</p>	<p>Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Service Provider to improve the Terms of Reference. The PE and the Service Providers will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PE and the Service Provider, will become Part of Contract Agreement</p>
<p><b>22. Financial Negotiations</b></p>	<p>22.1</p>	<p>If applicable, it is the responsibility of the Service Provider, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be Paid by the Service Provider under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Service Providers will provide the PE with the information on remuneration rates described in the Appendix attached to Section 4 (i.e., Financial Proposal - Standard Forms of this RFP</p>
<p><b>23. Availability of professional staff/experts</b></p>	<p>23.1</p>	<p>Having selected the Service Provider on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal.</p> <p>Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE will not consider substitutions during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Service Provider may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Service Provider within the period of time specified in the letter of invitation to negotiate</p>

<b>24. Award of contract</b>	24.1	After completing negotiations, the Procuring Entity shall award the Contract to the selected Service Provider within seven days after letter of acceptance or award has been issued. Procuring Entity shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website
	24.2	After publishing of award of contract Service Provider required to submit a Performance security at the rate indicated in data sheet.
	24.3	The Service Provider is expected to commence the assignment on the date and at the location specified in the Data Sheet
<b>25. Confidentiality</b>	25.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Service Providers who submitted the Proposals or to other Persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Service Provider of confidential information related to the process may result in the rejection of its Proposal

### Section 3: Terms of Reference for Service Providers

Component: Protocol-Compliant Transportation System of the Medicine & Equipment

*Objective:*

To establish a integrated, optimized, and robust system for the distribution of medicine and equipment to all the health facilities throughout the province with complete data visibility at each level of the supply-chain

*Rationale:*

There is currently no system for distribution of medicine and equipment to health facilities in the province. The health facilities and end-users are left on their own for collection of medicine from central stores or the medicine supplier delivers the medicine to the health facilities. A lot of efficiency can be brought in the system by introducing an outsourced Distribution System. The system will also improve the inventory controls at all levels of the supply-chain through technology.

*Strategy:*

Under the project, the Department of Health plans to outsource the transportation and distribution services as well. The Department shall solicit bids from providers based on per kilometre cost of different kinds of vehicles **(varying capacity/bed size converted to a uniform per ton per km rate for comparison purposes)** and modes of transport.

*Scope of Services:*

In total, the Department has estimated that the service provider will be required to provide transport across ~1000 primary health facilities and ~200 secondary health facilities across the province. These deliveries will have to be made at monthly/bimonthly frequencies at the discretion of the KP Health Department with the aim of ensuring a consistent inventory level at these health facilities.

The provider shall be responsible to ensure the following services while providing the transport:

- The service provider shall be responsible to transport the medicine and equipment from the warehouse to the final destinations.
- All transportation vehicles/containers shall be closed and covered for safe & secure delivery.
- As there are two type of medicine as far as their temperature sensitivity is concerned. Most of those require only ambient temperature. The service provider shall be responsible to transport such medicine and equipment in covered ambient temperature vehicles.
- However, there are few medicines which require refrigerated transportation vehicles. In case of refrigerated transportation, the service provider shall ensure their transportation in temperature controlled refrigerated vehicles having temperature logging system available.
- The temperature logging system should be such as which cannot be tampered with.
- The service provider shall be responsible for safety, security, management, loading and unloading of inventory at all locations within the given time-frame.

- The service provider shall be responsible for providing insurance of Health Department's medicines and supplies during transit.
- The payment to the service provider shall be calculated on the basis of distance calculated through digital logging tools such as google maps.

#### Section 4: Evaluation criteria for proposals

Submitted proposals shall be evaluated using financial plus technical evaluations criteria following the prescribed methods under KPPRA.

Separate technical and financial proposals shall be submitted in line with the procedure described in Section 2. After submission, technical proposals shall be opened while the financial proposals shall remain in sealed envelopes. The technical proposals shall be evaluated using the evaluation matrix given below and scored out of a maximum of 100 marks (last column (weighted score) in the evaluation matrix). **To qualify, a company would have to score at least 70 marks.** Any companies that score below this threshold on the technical matrix shall be automatically disqualified and their financial proposals will be returned unopened.

Companies scoring above 70 shall go on to financial evaluation stage where the lowest overall bidder shall be assigned 100 marks and all others shall be marked on a sliding scale proportionately compared to the lowest bidder.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (Technical (T) = 70%; Financial (F) = 30%; T + P = 1)

Formula used to calculate total score:  $S = \text{Score in technical proposal} \times 70\% + \text{Score in financial proposal} \times 30\%$ .

The firm achieving the highest combined technical and financial score will be invited for negotiations.

**Technical Evaluation:**

Technical scores will be assigned using following table:

**Technical Evaluation Form (Transportation)**

<b>Company profile</b>							<b>20</b>
	<b>Criteria</b>	National footprint	Provincial footprint	Regional/Divisional footprint	<b>Score Obtained</b>	<b>Weighted Score</b>	
		<b>Max marks</b>	20	15	10		

<b>Technical Experience</b>							<b>40</b>
Industry Experience (35% of experience score)	<b>Criteria</b>	No of successfully completed transportation projects and value of above Rs. 10 million $\geq 4$ & $< 6$	No of successfully completed transportation projects and value of above Rs. 10 million $\geq 2$ & $< 4$	No of successfully completed transportation projects and value of above Rs. 10 million $< 2$	<b>Score Obtained</b>	<b>Weighted Score</b>	
	<b>Max marks</b>	15	12	5			
Health Sector/Pharmaceutical transport Experience (35% of experience score)	<b>Criteria</b>	No of successfully completed projects in health sector relating to any aspect of supply chain $< 5$ & $\geq 2$	No of successfully completed projects in public sector relating to any aspect of supply chain $< 3$ & $\geq 1$	No of successfully completed projects in public sector relating to any aspect of supply chain =0	<b>Score Obtained</b>	<b>Weighted Score</b>	

	<b>Max marks</b>	15	12	0	-	-
Years in business of setting up transportation and logistics operations (15% of experience score)	<b>Criteria</b>	<5 & >=3	<3 & >=2	Less than 2	<b>Score Obtained</b>	<b>Weighted Score</b>
	<b>Max marks</b>	15	12	5		
Quality of clientele (15% of experience score)	<b>Criteria</b>	At least 1 national and 2 provincial level clients	3 provincial level clients	Less than 3 provincial level clients	<b>Score Obtained</b>	<b>Weighted Score</b>
	<b>Max marks</b>	15	12	5		

<b>Financial capability</b>						20
	<b>Criteria</b>	Turnover of Rs. 30 million to Rs. 50 million	Turnover of Rs. 10 million to Rs. 20 million	Turnover of less than Rs. 30 million	<b>Marks Obtained</b>	<b>Weighted Score</b>
	<b>Max marks</b>	20	16	14		

<b>Methodology</b>					20
	<b>Measurement method</b>	<b>Max score</b>		<b>Marks Obtained</b>	<b>Weighted Score</b>



	To be determined by quality of approach included in the proposal assessed by SMU	10			
	To be determined by quality of workplan included in the proposal assessed by SMU	10			

**Financial Evaluation:**

Financial evaluation of the proposals shall be done using the following table:

**Financial Proposal Table (Transportation): Yearly transportation load (indicative)**

Component	Sub-component	Indicative unit	Unit Price	Total Price
Transportation (The indicative unit may be changed in transportation only and final payment shall be made on actual KM)	Temp controlled (Bedford truck equivalent)	30,000 Km		
	Non- Temp controlled (Bedford truck equivalent)	30,000 Km		
	Temp controlled (Mazda truck equivalent)	40,000 Km		
	Non- Temp controlled (Mazda truck equivalent)	40,000 Km		
	Temp controlled (Shahzore equivalent)	50,000 Km		
	Non- Temp controlled (Shahzore equivalent)	50,000 Km		
Insurance	Stock worth Rs. 0.5 billion (1 billion)	-		

In addition to the above table, the complete technical proposal shall include the following forms duly filled out necessary for the proposals to be considered.

1. Form Tech 1: Technical Proposal Submission Form
2. Form Tech 2: Company's Organization and Experience
3. Form Tech 3: Comments and suggestions on RFP and proposed model by the Department
4. Form Tech 4: Description of Approach and methodology including complete workplan

**Form Tech 1: Technical proposal submission form**

[Location, Date]

To:

In-charge,  
Supply-Chain Management Unit  
Health Department, Khyber Pakhtunkhwa

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]': \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Form Tech 2: Service Provider's organization and experience**

*[Provide here a brief (two Pages) description of the background and organization of your firm/entity].*

**Relevant projects undertaken**

*[Using the format below, provide information on each assignment carried out **in the last 3 years** for which your firm was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]*

<b>Assignment name:</b>	Approx. value of the contract:
<b>Country:</b> <b>Location within country:</b>	Duration of assignment (months):
<b>Name of PE:</b>	Total No of staff-months of the assignment:
<b>Address:</b>	
<b>Start date (month/year): Completion date (month/year):</b>	No of professional staff provided:
<b>Name of associated Service Providers, if any:</b>	Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
<b>Narrative description of Project:</b>	
<b>Description of actual services provided by your staff within the assignment:</b>	

*Use this form to describe all projects relevant per technical evaluation criteria*

**Form Tech 3: Comments and suggestions on the RFP**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve Performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]*

**Form Tech 4: Description of Approach, Methodology and Workplan**

Following are expected to be included in this form.

- a) Technical Approach and Methodology,
  - b) Work Plan
  - c) Organization and Staffing,
- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exact output, and the degree of details of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
  - b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PE), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.
  - c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Form Fin 1: Financial Proposal Submission Form

[Location, Date]

To:

In charge,  
Supply-Chain Management Unit  
Health Department, Khyber Pakhtunkhwa

Dear Sir,

We, the undersigned, offer to provide the consulting services for **Outsourcing of Supply-Chain of Medicines and Supplies (transportation services)**. In accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]': \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address' \_\_\_\_\_



## Form Fin 2: Criteria for net worth and turnover

Firm is required to provide the financial strength data on this format:

A	Turnover PKR	Required Documents
1	Annual Turn Over of lead bidder/JV Partner for any of the last two Financial Years accumulatively i.e.	To be verified from the submitted Income Tax Returns from FBR/Audit Reports
	Status	Eligible/Not Eligible

Note: Values should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the Govt.

Signature of the Bidder:

Stamp of Bidder:

## Section 5: Conditions of the contract

### General Conditions of Contract

#### 1. GENERAL PROVISIONS

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

##### 1.1 Definitions

(a) “**Applicable Law**” means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.

(b) “**Procuring Entity PE**” means the implementing department which signs the contract

(c) “**Service Provider**” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals

(d) “**Contract**” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) “**Contract Price**” means the price to be Paid for the Performance of the Services, in accordance with Clause 6;

(f) “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(g) “**Foreign Currency**” means any currency other than the currency of the PE’s country.

(h). “**GC**” means these General Conditions of Contract.

(i) “**Government**” means the Government of Khyber Pakhtunkhwa.

(j) “**Local Currency**” means Pak Rupees.

(k) “**Member**” means any of the entities that make up the joint venture/consortium/association, and “**Members**” means all these entities.

(l) “**Party**” means the PE or the Service Provider, as the case may be, and “**Parties**” means both of them.

(m) **“Personnel”** means Persons hired by the Service Provider or by any Sub Service Providers and assigned to the Performance of the Services or any Part thereof.

(n) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) **“Services”** means the consulting services to be performed by the Service Provider pursuant to this Contract, as described in the Terms of References.

(p) **“Sub-Service Providers”** means any Person or entity to whom/which the Service Provider subcontracts any Part of the Services.

(q) **“In writing”** means communicated in written form with proof of receipt

## 1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law

## 1.3 Language

This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract

## 1.4 Notices

### 1.4.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

### 1.4.2

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC

## 1.5 Location

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a Particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the PE may approve.

**1.6 Authority of Member In-Charge**

In case the Service Provider consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Service Provider's rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE

**1.7 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Service Provider may be taken or executed by the officials specified in the SC

**1.8 Taxes & Duties**

The Service Provider, Sub-Service Providers, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price

**1.9 Fraud & Corruption**

If the PE determines that the Service Provider and/or its Personnel, subcontractors, sub-Service Providers, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Service Provider, terminate the Service Provider's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014

Any Personnel of the Service Provider who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

If the Service Provider or any of his Sub-Service Providers, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Service Provider as Appendix-A to this Form of Contract, then the Client shall be entitled to:

**2.0 Integrity Pact**

- (a) Recover from the Service Provider an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Service Provider or any of his Sub-Service Provider, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Service Provider any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Service Provider or any of his Sub-Service Provider, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub Clause, the Service Provider shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B SubPara (a) and (c).

**2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

**2.2 Commencement of Services**

The Service Provider shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.4 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## 2.5 Force Majeure

**2.5.0** The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

### No Breach of Contract

**2.5.1** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event

### Extension of Time

**2.5.2** Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure

### Payment

**2.5.3** During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period

## 2.6 Termination

By PE

The PE may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GC

In such an occurrence the PE shall give a not less than thirty (30) days' written notice of termination to the Service Provider, and sixty (60) days' in the case of the event referred to in (e).

- 2.6.1**
- a. If the Service Provider does not remedy the failure in the Performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PE may have subsequently approved in writing
  - b. If the Service Provider becomes insolvent or bankrupt.
  - c. If the Service Provider, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - d. If, as the result of Force Majeure, the Service Provider(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - e. If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
  - f. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof

**2.6.2** By the Service Provider

The Service Providers may terminate this Contract, by not less than thirty (30) days' written notice to the PE, such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause GC 2.6.2

- a. If the PE fails to pay any money due to the Service Provider pursuant to this Contract without Service Providers fault.
- b. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such Payment is overdue.
- c. If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d. If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### 2.6.3 Payment upon the Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC. 2.6.2, the PE shall make the following Payments to the Service Provider:

- a. Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination
- b. Except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

## 3. OBLIGATIONS OF THE SERVICE PROVIDER

### Standard of Performance

The Service Provider shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Service Providers or third parties.

### 3.1 General

### 3.2 Conflict of Interest

#### 3.2.1

The Service Provider shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests



**Service Providers not to Benefit from Commissions, Discounts, etc.**

The Payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only Payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them similarly shall not receive any such additional Payment

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**Prohibition of Conflicting Activities**

**3.2.2** The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any Sub-Service Providers and any entity affiliated with such Sub Service Providers, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project

**3.2.3** The Service Provider shall not engage, and shall cause their Personnel as well as their Sub-Service Providers and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

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**3.4  
Confidentiality**

Except with the prior written consent of the PE, the Service Provider and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.5 Service  
Provider's  
Actions  
Requiring  
PE's Prior  
Approval**

The Service Provider shall obtain the PE's prior approval in writing before taking any of the following actions:

- (a) Entering into a subcontract for the Performance of any Part of the Services
- (b) Appointing such members of the Personnel not listed, and
- (c) Any other action that may affect the contract directly or indirectly

### **3.6 Reporting Obligations**

- (a) The Service Provider shall submit to the PE the reports and documents specified in in TOR hereto, in the form, in the numbers and within the time Period set forth in the said TOR.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said TOR.

### **3.7 Documents Prepared by the Service Provider to be the Property of the PE**

All plans, reports, other documents and software submitted by the Service Provider under this Contract shall become and remain the property of the PE, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.

### **3.8 Professional liability of Service Provider**

**3.8.1** The Service Provider shall be liable for consequence of errors or omissions on its part. The extent of liability of the Service Provider in no case should be less than consideration of the contract.

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**3.8.2** The Service Provider shall be held liable for all losses or damages and shortcomings in deliverables etc, suffered by the procuring entity as a result of misconduct or inadequate services in performing the consulting services

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**3.8.3** In case of poor/unsatisfactory performance or failure to complete any of the deliverables/output, the procuring entity will have the right to deduct the same amount allocated for the said deliverables/output from the contract price and may terminate the contract or shall impose both

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### **3.10 Monitoring and Evaluation**

**3.10.1** The Service Provider shall submit the report along with the attendance to the Supply-Chain Management Unit Health Department. The PE shall monitor and evaluate and visit the Service Provider business place each month. The Service Provider shall facilitate the PE for inspection of the relevant records and the Service Provider shall produce the relevant records on demand of PE for evaluation.

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**3.10.2** If the Service Provider failed to provide the relevant records to the PE, the PE shall have the right to terminate the contract and impose the penalty of not less than the consideration of the contract as the case may be.

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#### **4. SERVICE PROVIDER'S PERSONNEL**

##### **4.1 Description of Personnel**

The Service Provider shall employ and provide such qualified and Personnel experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the

Service Provider's Key Personnel are described in Section 3 & TOR. The Key Personnel listed by title as well as by name in proposal are hereby approved by the PE.

a. Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a Person of equivalent or better qualifications.

##### **4.2 Removal and/or Replacement of Personnel**

b. If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Service Provider shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE

c. The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **5. OBLIGATIONS OF THE PE**

##### **5.1 Assistance and Exemptions**

The PE shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as the PE can provide.

**5.2 Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, the PE will deduct all the taxes and duties as per prevailing applicable tax laws.

**5.3 Services and Facilities**

The PE shall make available free of charge to the Service Provider the Services and Facilities listed under Appendix F

**6. PAYMENTS TO THE SERVICE PROVIDER**

**6.1 Lump-sum Payment**

The total Payment due to the Service Provider shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in TOR and Scope of Services, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4

**6.2 Contract Price**

The contract price shall be lump sum and payment shall be made in Pak Rupees

**6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price shall be provided..

**6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Service Provider and according to the Payment schedule and terms and conditions stated in the TORs

**7. GOOD FAITH**

**7.1 Good faith**

The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**8. SETTELMENT OF DISPUTES**

**8.1 Amicable Settlement**

The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Resolution**

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC

## III. Special Conditions of Contract

**GCC Ref  
No,**

- 1.1** Supply-Chain Management Unit Health Department, Khyber Pakhtunkhwa  
Public Procurement Rules  
The Drugs Act 1976  
DRAP Act 2012
- 1.3** The language is English
- 1.4** Procuring Entity: Khyber Pakhtunkhwa Supply-Chain Management Unit Health Department
- 2.1** The duration of the contract shall be 3 years.
- 2.2** The date for the commencement of Services is [soon after signing of contract].
- 2.4**
- The duration of the contract shall be 3 years
  - The PE in consultation with stake holders will review the contract and amend if deem necessary at any time during execution and/or periodically after 1 year.
  - The PE has right to monitor the activities of the institution in accordance to contracts at any time on mutually agreed indicators. In case of any breach of agreement to provide the services agreed the contract may be terminated after warning.
  - The Institution after negotiation with PE in light of provision of KPPRA Act and Rules shall submit the negotiated amended proposal as integral part of contract agreement if declared as successful bidder.
  - The Service Provider will ensure the NOC from TDP secretariat before award of the contract.
- 2.5.3** Extension of Time: this contract cannot be extended beyond 5 years. However, the PE may re-advertise in which the same institution /Service Provider may apply.

- 2.6** Termination of Contract: In following conditions, the contract shall stand terminated;
- If the Service Provider fails to comply with the clauses of contract agreement and this RFP.
  - Fails to maintain the standard of services for which they have been selected at the time of selection.
  - Major deviation from technical & financial proposal
  - Found indulged in any sought of corrupt practices.
  - Found to be the source of misinformation or false claims in submitted bid/s to PE.
- 3.5** The Institution shall seek permission prior to
- Any deviation from the policy document of the health department/Govt of KP
  - Any Major change in the infrastructure of the respective health facility
  - Any change in the agreed scope of work
- 8.2** Disputes shall be settled as per redressal committee through Grievance Redressal as per KPPRA Rules 2014  
The Procuring Agency and / or Purchasing Agency, as the case may be, and the Supplier/bidder/institution shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract / supplies.  
However, despite such negotiation if the Purchasing Agency& Supplier have been unable to resolve amicably a contract dispute, either party may refer the case to KP Supply-Chain Management Unit Health Department Khyber Pakhtunkhwa, Health Department, Peshawar for decision and that will be final which cannot be challenged in a court of law.

## Annex-A: Integrity pact

### (INTEGRITY PACT)

#### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Contract Value: \_\_\_\_\_  
 Contract Title: \_\_\_\_\_

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. Paid or Payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Service Provider, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further Pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer: .....

Signature: ..... Name of Seller/Supplier: ... [Seal] Signature:  
 .....

[Seal]



